THE CANINE ASSOCIATION
OF WESTERN AUSTRALIA (INCORPORATED)



REGULATIONS

SECTION A
GENERAL

Last Amended October 2026

This document must be read in conjunction with relevant ANKC Regulations

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Please Note: Any breach of the regulations in this section is an offence.

SECTION A - GENERAL

PREAMBLE

A1. REPEAL OF FORMER REGULATIONS

1.1 These Regulations shall come into operation on 1 January 2000 and any former Regulations of the Association repugnant to or inconsistent with these Regulations shall be repealed as from and including that day but such repeal shall not:

1.1.1 affect the previous operation of any regulation so repealed or anything duly done or suffered to thereunder, or

1.1.2 affect any right, privilege, obligation or liability acquired, accrued or incurred under any Regulation so repealed, or

1.1.3 affect any penalty or disqualification or debarring incurred or imposed under or in respect of any Regulation so repealed, or

1.1.4 affect any investigation, proceeding or remedy in respect of any such right, privilege, obligation, liability or penalty as aforesaid.

1.2 Any such investigation, proceeding or remedy in respect of any such right, privilege, obligation, liability or penalty may be instituted, continued or enforced and any such penalty or disqualification or debarring may be imposed as if these Regulations had not been passed.

1.3 The terms CAWA and Dogs West shall each mean the Canine Association of WA (Inc) trading as Dogs West. **(04/21)**

A2 AMENDMENT OF REGULATIONS

2.1 These Regulations may only be amended on a Notice of Motion tabled at a previous Council meeting, including any amendments required to CAWA Regulations following changes to ANKC Ltd Regulations. **12/14, 7/19**

2.2 Changes to regulations will come into effect on the date the amendment is passed by Council or any alternative date as determined by Council.

2.3 Words importing the male gender shall, where the context reasonably permits, include the female and neuter gender and the singular number shall include the plural number.

2.4 Emergency Situations

2.4.1 Any action dates, times or requirements in the constitution and/or regulations are suspended.

2.4.2 The Executive be given the authority to alter conditions as appropriate or deemed necessary and to reschedule as required. **(03/20)**

A3. SCOPE

3.1 Each and every Member and Affiliate shall be bound by the Constitution, Rules and Regulations of the Association and the Constitution, Codes of Practice, Rules and Regulations of ANKC Ltd and shall observe the provisions thereof.

3.2 Any alteration, amendments or adjustments to the Constitution, Rules and Regulations of the Canine Association of Western Australia (Inc) and the Constitution, Codes of Practice, Rules and Regulations of ANKC Ltd shall automatically and immediately be accepted by the Members and Affiliates.

3.2.1 Affiliates that are incorporated bodies must take immediate steps to amend their constitutions to reflect the alterations, amendments or adjustments. (**12/24)**

A4. INTERPRETATION

4.1 All parts of the Dogs West Regulations, Rules and Codes are to be read in conjunction with the ANKC Regulations, Rules and Codes. Dogs West Regulations, Rules and

Codes take precedence, unless silent on the matter, then ANKC Regulations, Rules and Codes will apply.
Note: ANKC documents are available from the Dogs West office or the ANKC website. **(04/21)**

4.2 Any matter not specifically provided for under these Regulations shall be decided by the Council, whose ruling shall be final.

A5. DEFINITIONS

These definitions shall be supplementary to those contained in the Constitution and Rules of the Association.

5.1 Categories of Owners, Exhibitors etc

5.1.1 Breeder: The registered owner or lessee of the dam at the date of whelping.
5.1.2 Exhibitor of a Dog: The registered owner of that dog.
5.1.3 Handler of a Dog: The person authorised by the Exhibitor to control the dog.
5.1.4 Owner of a Dog: The person registered as the owner in the Association records.

5.2 Clubs

5.2.1 All Breeds Dog Club: An affiliate, which is established to cater for all breeds of registered pedigreed dogs.
5.2.2 Associate Affiliate: An affiliate which is established, with the approval of Council, to cater for the interests of a particular group of members other than for a specified breed or breeds of dogs.
5.2.3 Group Club: An affiliate, which is established to cater for, a particular Group of specified breeds of registered pedigreed dogs as defined by Council.
5.2.4 Metropolitan Club: A club domiciled within a radius of 90 km from the Perth General Post Office.
5.2.5 Multi Breed Club: An affiliate which is established to cater for more than one specified breed of registered pedigreed dogs but not those which constitute an entire Group as recognised by Council.
5.2.6 Probationary Affiliate: A club that has satisfied the requirements of Regulation A21.
5.2.7 Single Breed Club: An affiliate, which is established to cater for one specified breed of registered pedigreed dog.

5.3 Dogs

5.3.1 Associate Dog: Any dog not eligible to be a registered dog on the Main or Limited Register as defined by the Association is eligible to become an Associate Dog.
5.3.1.1 An Associate Dog may participate in all ANKC events other than Championship, Breed Specialty, or Open Shows, Parades, Field or Retrieving Trials.
5.3.1.2 To participate in any Association sanctioned events, Associate dogs must be recorded on the Association Register and the prescribed registration fee paid.
5.3.1.3 An application for registration of an Associate Dog must be accompanied by a Sterilisation Certificate, which must include the dogs permanent identified number ie microchip number.**(05/22)**
5.3.2 Entire Dog: An entire dog is one, which has two apparently normal testicles, relatively even in shape size and texture, visibly descended in the scrotum.
5.3.3 Imported Dog: A dog that has been imported into Australia from another country.

5.3.4 Limited Register Dog: A dog that is registered in the Association's Limited Register.

5.3.4.1 Limited Register dogs may participate in all ANKC Events other than Championship, Breed Specialty, Open Shows or Parades.

5.3.5 Registered Dog: A dog that is registered in the Association's Main Register or other Register or Stud Book recognised by this Association**. (05/22)**

5.3.6 Neutered Registered Dog: A dog or bitch registered on the Association's Main or Limited Register as a neutered dog.

5.3.6.1 An application to register a dog or bitch as a neuter must be accompanied by a Veterinary Certificate endorsing that the dog or bitch has been neutered.

5.3.6.2 Neutered Main or Limited Registered Dogs may participate all ANKC Events other than Championship, Breed Specialty, Open Shows or Parades. Neutered Main Registered Dogs may participate in Veteran Class and Neuter Classes when provided.**(05/22)**

5.3.7 Sporting Registered Dog: A dog that is registered with an ANKC Ltd recognised organisation that caters for Working, Sporting or Performance Dogs may be registered on the National Database Sporting Register. (**ANKC 10/15)**

5.4 Commercial

5.4.1 Commercial Dog Wholesaler: A person other than a registered Exporter who sells dogs in large quantities to be retailed by others.

5.4.2 Exporter: An Exporter is a person who exports more than three dogs in any twelve month period.

5.4.3 Retail Pet Dealer: A person or organisation who purchases a dog for resale to the public but not to Import Agents.

5.4.4 Shipping Agent: A Shipping Agent is a person who arranges the Documentation and transport of dogs on behalf of others.

5.5 Exhibitions

5.5.1 Championship Show - A show at which:

5.5.1.1 All eligible dogs may compete.

5.5.1.2 Challenge Certificates are awarded.

5.5.1.3 Championship Show Judges, as approved by the Association and other recognised bodies, adjudicate.

5.5.2 Open Show - A show at which:

5.5.2.1 All eligible dogs (including Champions) may be shown.

5.5.2.2 Challenge Certificates are NOT awarded.

5.5.2.3 Trainee Judges, approved by the Association, adjudicate

5.5.3 Parade - A show at which:

5.5.3.1 All eligible dogs except Champions and dogs, which become eligible to become Champions before the closing date of entry, may be shown.

5.5.3.2 Challenge Certificates are NOT awarded.

5.5.3.3 Trainee Judges, approved by the Association, adjudicate.

5.5.4 Members' Competition: An event at which:-

5.5.4.1 Exhibitors must be members of the Club conducting the event but not necessarily of the Canine Association of Western Australia (Inc.) and

5.5.4.2 The competition is conducted and judged in accordance with the Regulations currently in force for the conduct of Sanctioned Shows, Trials or Tests.

5.5.5 Members' Competition: (Informal and/or Fun): An event at which:

5.5.5.1 Exhibitors must be members of the Club conducting the event, but not necessarily of the Canine Association of Western Australia (Inc.)

5.5.5.2 The event is not judged in accordance with any recognised breed standards or official Trial rules and/or classes.

5.6 Registers

5.6.1 A breeder shall make application to register the puppies in a litter on Main or Limited Registers.

5.6.2 Main Register - is open to dogs whelped from a sire and dam that are both registered either in the ANKC Ltd's Main Register or other Register/ Studbook recognised by the ANKC Ltd.

5.6.3 Limited Register - is open to dogs eligible for registration where the breeder stipulates that the dog is:

(i) ineligible for exhibition at a Conformation exhibition, and
(ii) not to be used for breeding purposes, and/or
(iii) not entire or has been desexed, and
(iv) ineligible for export pedigree
(v) not registered on the Main Register

5.6.4 Tattoo & Microchip Register. Is open to Registered Pedigree dogs and Registered Associate/Sporting dogs, which have been tattooed with an Association Tattoo Register Number or is implanted with a microchip recognised by the Association.

5.7 Association's Grounds

Any reference to the Association's Grounds means not only the Canine Association Grounds located at Ranford Road, Southern River but also any other grounds where sanctioned events are being held for the duration of such events.

5.8 Correspondence

Any reference in these and all other Association regulations to 'mailing' and 'posting' – other than registered mail – includes electronic methods of transmission. Any item transmitted electronically shall be deemed to have been delivered the same day as transmission. **(03/20)**

5.9 Document, Application, Form

Any reference in these and all other Association regulations, rules or policies to 'Document', 'Application', or 'Form' shall mean any piece of written, printed, or electronic matter, submitted to or issued by Dogs West, that provides information or evidence or that serves as an official request, application, record, response or submission. **(05/21)**

5.10 Applications

5.10.1 All applications must be

(a) signed by all parties
(b) completed in full
(c) accompanied by the prescribed fee and by such other information and documents as may be required by the Constitution or the Regulations and
(d) lodged with the Administrative Officer.

5.10.2 Where any document issued by the Administrative Officer or an Affiliate Member is lost, stolen or destroyed Council or the Affiliate Member may require any Member requesting replacement of the document to provide a Statutory Declaration evidencing the loss, theft or destruction and the Association or Affiliate may charge a fee for replacement. **(05/21)**

5.11 Committees

5.11.1 The Association is to keep a Register of Committees. A committee is as defined within the Constitution.

5.11.2 All committees to have an entry in the Register of Committees. This shall comprise

1. Name
2. Mandate
3. Chair and members
4. Policies and any other relevant documents

5.11.3 Committee Chair and Committee members to be updated annually.

5.11.4 Mandates for all committees to be reviewed bi-annually. **(09/21)**

5.12 Contractor

Any reference to the term Contractor shall include any person, entity or employee of such entity that has entered into an agreement with Dogs West, including Committees, or any Affiliate for the supply of work or a service.(09/22)

A6 EXECUTIVE COMMITTEE

6.1 The Executive Committee to be comprised of the President, Vice President, Chief Executive and one Executive Committee Councillor.

6.2 The powers of the Committee shall be as determined by Governing Council from time to time.

6.3 Executive Committee Councillor to be appointed annually by Governing Council at meeting following the Annual General Meeting.

MEMBERSHIP

A7. ELIGIBILITY

7.1 Ordinary Membership (Single) shall be open to any person over the age of eighteen (18) years, provided that:-

7.1.1 He is the registered owner or part-owner of a live dog registered, on the Main or Limited Register, with any member body of the Australian National Kennel Council, or **03/04**

7.1.2 He has been an ordinary member of the Association for a period of not less than one year, and who no longer owns a live dog registered with any member body of the Australian National Kennel Council, or

7.1.3 He is considered by the Council to have special qualifications and/or knowledge of canine affairs and/or to have qualifications helpful to the Association.

7.2 Ordinary Membership (Double) shall be open to any two persons under the same conditions as apply to Ordinary Members (Single). They may exercise all the rights and privileges of ordinary membership except that the partnership shall be treated as a single membership for the purposes of notices, magazines and mail and the annual subscription shall be as determined by Council from time to time.

7.2.1 Each party to an Ordinary Membership (Double) is presumed to be, unless the contrary is proven to the Canine Association's Protests & Disputes Tribunal's satisfaction, aware of any breach of the Code of Ethics committed by the other party to that membership as though committed personally by that party. Accordingly, unless the Canine Association's Protests & Disputes Tribunal expressly declares otherwise, any disciplinary measure imposed (up to and including termination of both parties to that membership) in respect of such breach/es (including breaches in respect of the breeding, sale, registration or any other dealing in respect of puppies) applies equally to both parties to the Ordinary Membership (Double). **06/06**

7.3 Ordinary Membership in the name of any kennel, firm or Company may be applied for under the same conditions as apply to Ordinary Members. The said kennel, firm or company shall nominate in writing either one or two nominees who may exercise the rights and privileges of membership, and may be elected to any office, and the annual subscription payable shall be for a single membership when one person is nominated or for a double membership when two persons are nominated.
Note: Company Membership. Where a representative of a Company is to sign documents on behalf of the Company an extract of the relevant Minute of the Meeting of Directors of the Company, which appointed him to sign in that capacity is to be submitted to the Association. The excerpt is to be signed by the Chairman and Secretary of the Meeting.

7.9 Associate (Social) Membership
Any person who does not own a dog registered on the ANKC database and who does not wish to compete in canine disciplines and is not otherwise entitled to hold any other class of membership may become an Associate (Social) Member on payment of such subscription as Governing Council may decide. There is no nomination fee for this class of membership. The procedures relating to application for membership at Clause A8 APPLICATION AND RENEWAL OF MEMBERSHIP are not applicable to this category of membership.
An Associate (Social) Membership entitles the member to attend non-canine related activities (e.g. darts competition) held in the Members Lounge of the Canine Association of Western Australia. This membership class does not include the right to vote or stand for office in Association elections or the right to own a prefix or breed registered dogs. Double Associate (Social) Membership shall not be accepted. **06/17**

A8. APPLICATION FOR & RENEWAL OF MEMBERSHIP

8.1 All applications for membership must be in writing on the relevant application form, together with any establishment fee that may apply and the first year's subscription, which will be on a pro rata basis dependent on the month of joining. **(10/17)**

8.1.1 Application declaration and undertaking must be completed and provided as worded -
I/we apply for membership of the Association and declare that:

- The information provided in this form is true and correct;
- I/we are currently not under investigation or suspension by any ANKC Ltd Member Body, nor are there any outstanding matters of any kind between myself/us and any ANKC Ltd Member Body under this or any other name/s;
- I/we agree to be bound by:
  the Rules and Regulations of the ANKC Ltd,
  the Constitution, Rules and Regulations of the Association
  the Code of Ethics of the Association
  for the duration of my/our membership;
- I/we have never been convicted of cruelty or mistreatment of animals;
- I/we agree to the inspection of my premises as required in accordance with A8.2 and HM2.10

8.1.2 Renewal Declaration
By payment of the renewal fee, I/we agree to be bound by the Rules and Regulations of the ANKC Ltd, the Constitution, Rules and Regulations and Code of Ethics of the Association for the duration of my/our membership.
I acknowledge that it is my responsibility to make myself aware of any amendments to the ANKC Ltd rules and regulations, the Constitution, Rules and Regulations and Code of Ethics of the Association as published on the ANKC Ltd and Dogs West websites.

8.2 A member shall permit any person authorised in writing by the Administrative Officer – following a resolution of the Governing Council – to enter and inspect any premises owned or occupied by the member for the purpose of investigating compliance with the Regulations and the Code of Ethics.

8.2.1 During the conduct of the inspection the member will permit the authorised person to record any necessary details by tape, video or photographs.

8.2.2 Failure to permit the inspection of the premises without reasonable cause shall result in suspension of the member's privileges until that inspection has taken place.

8.3 Where the application is for Junior Membership for a person under the age of 18 years, date of birth of such person shall be provided.

8.4 Details of applications for membership shall be posted on the Association Notice Board for a period of not less than seven days before confirmation, provided also that an interval of not less than two weeks shall elapse between application and confirmation. Applicants with membership pending may exercise members' rights by participating in CAWA Sanctioned Shows and Trials but may not vote at Annual General Meetings, stand for office or hold office within the Association or use the licensed premises of the Association unless duly signed in as a guest of an elected member **07/10.**

8.5 In the case of an Ordinary Membership (Double) both signatories are required to sign any documents for the purposes of transactions effected by the Association unless a statement signed by both members is registered with the Association that either member may sign. A written cancellation of such statement by either member shall be sufficient for the Association to revert to requiring both signatures.

8.6 All applications for membership (except Junior) require the provision of photographic identification and proof of residency, also any changes to member address details require proof of residency. (ANKC 10/15)

8.7 Members are required to notify Dogs West within 21 days of change of any contact details, including email, postal or residential address. Any changes to member residential address details require proof of residency. (ANKC 10/15)

A9. REFUSAL OF MEMBERSHIP

Notwithstanding that any person, firm, company or association may satisfy the conditions of eligibility for membership, the Association may, at its discretion, refuse any application for membership without assigning any reason for such refusal.

A11. ARREARS OF SUBSCRIPTIONS AND OUTSTANDING ACCOUNTS

11.1 Any subscription not paid within two (2) months of the first day of the financial year shall be subject to a Late Fee, as prescribed in the list of charges.

11.2 Any person whose subscription shall be unpaid for three (3) months from the first day of the financial year shall be deemed a Lapsed Member of the Association and not be entitled to any privileges of membership.

If a Lapsed Member offers to pay the annual membership fee:

11.2.1 the Association may, at its discretion, accept that payment; and

11.2.2 if the payment is accepted, the person's membership is reinstated from the date the payment is accepted with no requirement to complete a Membership Application form.

11.2.3 The Lapsed Member is required to pay the current annual membership fee and the late fee (see A11.1).

11.3 Any person whose subscription shall be unpaid for twelve (12) months from the commencement of the financial year shall cease to be a Member of the Association.

11.3.1 As a non-member of the Association, they will have to complete a Membership Application form and pay the establishment fee along with the current relevant membership fee.

11.4 Members who

a) fail to settle outstanding balances, (excluding subscription fees) or;

b) default on agreed-upon payment plans,

will have 3 months to settle their account or have their membership privileges suspended until the full amount is paid. **(04/25)**

A12 RESIGNATIONS

12.1 Any member desiring to resign as a member of the Association shall do so by written notice to the Administrative Officer, but no such resignation shall relieve any member from payment of any moneys due by him to the Association at the date of his resignation.

12.2 Where a member is charged with an offence under the CAWA Regulations and subsequently resigns prior to the charge being dealt with, the charge will continue to be dealt with in accordance with the applicable Regulations and the resignation will not prevent the charge from being heard or determined.

Until the charge has been dealt with, no transactions will be permitted in relation to any dog registered in the name of the resigning member or jointly owned by the resigning member and another person. **(10/26)**

AFFILIATION

A13 AVAILABILITY

Affiliation shall be available to any kindred body approved by Council provided that the Council shall be satisfied that such affiliation is warranted having regard to :-.

13.1 The human and pure bred dog population within the area to be serviced by the applicant body.

13.2 The existence of any general dog club established within such area, which might better serve the interests of the members of the applicant body.

13.3 The present or future viability of an existing affiliate if an application for affiliation is granted.

13.4 Any conditions that Council may determine.

A14 CONDITIONS

The minimum membership required before affiliation will be considered:

14.1 For Metropolitan Clubs -

15 members for single variety breed clubs
15 members for single breed clubs
40 members for multi breed clubs
75 members for group clubs
150 members for all breeds clubs. **12/05**

14.2 For Country Clubs - such number as Council may decide.

14.3 For Specific Activities Clubs and Associate Affiliates -such number as Council may decide.

14.4 Members not resident in W.A. and Associate Members may not be counted for affiliation purposes.

14.5 In the case of country clubs the majority of members required for affiliation must be resident within the area appropriate to the club.

A15 LIMITATIONS

15.1 All Breeds dog clubs in the metropolitan area shall be limited to eight (8) in number.
15.2 Group clubs shall be limited to one club per group.
15.3 Single breeds and or breed variety clubs shall be limited as follows:-
15.3.1 There may be one club per breed, which shall cater for that breed, and all it's varieties if any.
15.3.2 In addition there may be one variety club for each individual variety of a breed.
15.4 Multi breed clubs may be granted affiliation for breeds of a like nature or function.
15.5 Those breeds that share a basic breed standard, differing only in size, coat or other minor detail, shall be termed varieties of the breed for the purpose of these regulations.

A16 FEES

The Association may charge such affiliation fee as the Council may from time to time determine. Each year's affiliation fee shall be payable in advance on the first day of July and if any affiliate shall fail to pay an affiliation fee prior to the thirty-first day of July of that year it shall be deemed unfinancial until otherwise determined by Council and shall not be entitled to any of the privileges to which an affiliate is entitled under these Regulations.

A17 RETURNS

An Affiliate shall within 30 days of its Annual General Meeting in each year, forward to the Administrative Officer of the CAWA (Inc):- **10/02, 008/11..**

17.1 A copy, signed by it's President or Secretary of any reports submitted by the affiliate to its members at it's last Annual General Meeting.
17.2 A certified copy of the affiliate's Balance Sheet and Financial Statements for the preceding year.
17.3 A complete list by the President or Secretary, of the names, addresses and membership numbers of it's current office bearers and committee members and the number of financial members of the club for the reporting year.
17.4 Minutes of Annual General Meeting. **09/02**
17.5 Any other information or documents, which the Administrative Officer shall have requested the affiliate to furnish. **10/02, 08/11.**

A18 SANCTIONED EVENTS

18.1 An affiliated Club is not bound to conduct a sanctioned event.
(Note: For further information on allocation of sanctioned events, see Section B Regulations.)

A19 APPLICATION FOR AFFILIATION

19.1 Prior to application for affiliation, intending affiliates should have formed a club on unofficial lines, appointed office bearers, decided on the aims and objects of the club, its method of operation and its programme of members competitions.
19.2 Applicants, before being accepted as affiliates, may be required to prove their ability to fulfil the objects of the club and their experience and ability to organise and conduct Shows or Trials in the form of Members' Competitions to the satisfaction of the Council.

19.3 Permission may be sought to hold members' competitions prior to affiliation.

19.4 Each application to become an affiliate of the Association shall be made in writing, signed by the applicant's Secretary and lodged with the Administrative Officer of the Association, and shall be accompanied by:

19.4.1 The name of the club.

19.4.2 The aims of the club.

19.4.3 The affiliation fee as laid down in the scale of charges.

19.4.4 The formal acceptance of the CAWA Basic Constitution for Affiliated Clubs and submitted as detailed in the Basic Constitution together with the proposed domestic rules.

19.4.5 A complete list of the names and addresses of all financial members of the club and the name and registration number of one registered dog owned or part owned by each member.

19.4.6 Ordinary members of the Breed or Multi-breed clubs must be the registered owner of a breed (s) that the club represents. **(01/25)**

19.4.7 A statement of the office bearers positions and number of places on the committee

19.4.8 The names of the office bearers and members of the committee.

19.4.9 A statement of the club's financial affairs.

19.4.10 A list of club activities held during the last twelve months.

19.4.11 Other information as Council may require.

19.4.12 An undertaking, in writing signed by the President and Secretary of the applicant club, that upon its admission as an affiliate, the club will annually thereafter immediately following each Annual General Meeting of the club furnish to the Association a certified copy of the club's Balance Sheet for the preceding year, copy of any report of the club's activities, current financial membership and names and addresses of current elected office bearers and committee members.

19.5 An applicant for affiliation shall not be admitted as an affiliate unless an undertaking, in writing, signed by it's President and Secretary that upon admission as an affiliate it will accept unconditionally and in their entirety the CAWA Basic Constitution for Affiliated Clubs as part of it's own constitution, and that no domestic rules of the affiliate shall contravene or over-rule the aforesaid CAWA Basic Constitution for Affiliated Clubs. **04/06**

19.6 Application for full affiliation:

19.6.1 A period of probation of one year for clubs from the date of the original application must elapse before affiliation will be considered. Following this period applicants who consider that they are qualified for affiliation, should request, in writing to Council that their application be processed.

19.6.2 The request for full affiliation should be accompanied by the following information covering the period since probationary affiliation was granted - the club activities conducted, a statement of the club's financial position and a list of current financial members. **09/05**

19.7 Each application for affiliation shall be treated on its merits and the Council may, at its discretion approve or reject such application.

A20 TERMINATION OF AFFILIATION

Any affiliation may be terminated:

20.1 Should the membership fall to less than 75% of the membership numbers required for affiliation.

20.2 Should an affiliate, in the opinion of the Governing Council, fail to observe or perform it's obligations or undertakings as imposed by the Constitution or the

Regulations or fail to comply with a directive of, or has not given effect to, a determination of the Council within the time required by the Council, shall ipso facto cease to be an affiliate.

20.3 Notice of such termination shall be given to the affiliate by the Administrative Officer of the Canine Association of WA (Inc). **08/11.**

20.4 An affiliate, which for any reason, ceases to be affiliated may re-apply for affiliation and may be admitted at the discretion of the Governing Council as an affiliate upon such terms and conditions and upon payment of such fees in addition to the entrance fee payable pursuant to Regulation A21.4.3 as the Council from time to time at it's sole discretion either generally or specifically may determine.

A21 CIVIL DISPUTES BETWEEN MEMBERS (05/19)

21.1 Where there are civil proceedings or disputes between Members, the Governing Council may temporarily suspend the rights of those Members or impose restrictions on those Members during the period while those civil proceedings or disputes are continuing as set out in 21.2.

21.2 The Governing Council may:

21.2.1 suspend the rights of a Member or any dogs registered in their name (whether as owner or co-owner) to participate in any show or exhibition on the Associations grounds;

21.2.2 withdraw the rights of a Member to enter upon and remain on the grounds of the Association for any purpose.

21.2.3 impose any other suspension or restriction on the rights of the Member that the Governing Council considers appropriate in the circumstances.

21.3 The Governing Council may, but is not required to, provide any Member the opportunity to appear before the Governing Council, before imposing a suspension of the rights of or imposing restrictions on the Member, in order to allow the Member to demonstrate to the Governing Council why they should not temporarily suspend the rights of or impose restrictions on the Member while the civil proceedings or disputes are continuing.

21.4 The Governing Council may exercise the powers under 21.1 & 21.2 in circumstances where the Governing Council form the opinion it is in the best interests of the Association as a whole to suspend the rights of or impose restrictions on the Members involved pending the conclusion of the civil proceedings or disputes between the Members.

21.5 The Governing Council shall not be required to provide reasons for the decision to suspend the rights of or impose restrictions on the Members involved in civil proceedings or the dispute and the Governing Councils decision shall be final.

21.6 The Members shall inform the Governing Council once the civil proceedings or dispute have been concluded or resolved and the Governing Council on being satisfied that the civil proceedings or disputes have been concluded or resolved shall reinstate the rights of the Member and remove any restrictions on the Member that were imposed under Regulation 21.

21.7 This Regulation 21 shall not operate to prevent any complaint or disciplinary matter from being dealt with or determined by the Association and any penalty being imposed, in accordance with the Constitution and Regulations, during the period of any suspension of the rights of a Member or the imposition of any restrictions on a Member**.**

A22 VEXATIOUS AND/OR FRIVOLOUS COMPLAINTS

Dogs West is committed to managing complaints fairly and efficiently. However, certain complaints and behaviours may be assessed as vexatious and/or frivolous.

Dogs West has a duty of care to protect the health and safety of all individuals involved in the complaint process, including staff, contractors, volunteers, members, and the public.

Harassment or aggression in any form will not be tolerated.

Once a complaint is determined to be vexatious and/or frivolous, as per the definition, it will not be progressed.

A member shall not lodge more than two complaints, that are deemed vexatious and/or frivolous, in an 18 month period. (06/25)

22.1 Decisions Regarding Vexatious and/or Frivolous Complaints
All complaints are referred to the Investigations Committee. If the Investigations Committee deems the complaint as vexatious and/or frivolous, the complainant will be notified of the concerns and given five (5) working days to provide additional information demonstrating that their complaint is genuine and made in good faith.
Any submission received will be considered before a final decision is made regarding whether the complaint will proceed. (06/25)

A23 UNREASONABLE CONDUCT

Individuals interacting with Dogs West may exhibit unreasonable conduct. Dogs West does not tolerate unreasonable behaviour towards staff, contractors or volunteers.

23.1 Decisions Regarding Unreasonable Conduct
Where a member demonstrates unreasonable conduct the matter will be forwarded to the Investigations Committee. (06/25)

A36 REPORTS

Chairpersons of Governing Council committees are to annually prepare a report of their committee's activities for presentation at the Governing Council Meeting immediately preceding the Annual General Meeting and may, at the discretion of the President, be required to deliver their report to the General Membership at the Annual General Meeting.

A37 DECLARATION OF INTEREST

Where any member of Council, its Committees, Boards or Tribunals has any direct personal involvement in any item of business on the Agenda of the meeting he is attending or due to attend or which arises during the course of the meeting then he shall immediately declare such involvement and disqualify himself from any discussion and/or decision on the matter. Where any member of his household has a similar direct personal involvement in any matter under discussion then he shall immediately declare such involvement and disqualify himself from any discussion and/or decision on the matter.

'Direct personal involvement' means anything in which the member or member of his household is individually and/or personally involved or affected, either financially or by alleged contravention of the Regulations or relationship with any person who is charged with an offence under the Association's Regulations. It does not include those instances in which the member is involved by virtue of his normal activity as an owner, breeder, exhibitor, judge or member of the Association.

A38 CONFIDENTIALITY OBLIGATIONS

38.1 Confidentiality Obligations - Governing Councillors
All members of the Governing Council are required to maintain confidentiality pursuant to the terms of the Confidentiality Agreement executed by each member of the Governing Council on their appointment to that office.
If any Councillor breaches the terms of the Confidentiality Agreement then it shall be within the Governing Council's complete discretion to determine the appropriate course of action in

response to that breach, including but not limited to calling a Special General Meeting to vote on the disqualification of the Councillor pursuant to Section 15.9 of the Constitution. **(08/20)**

38.2 Confidentiality Obligations – Governance Panels
All members of a Governance Panel are required to maintain confidentiality pursuant to the terms of the Confidentiality Agreement executed by each member of the Governance Panel on their appointment to that Governance Panel. Should a member of a Governance Panel refuse to sign the Confidentiality Agreement, then they shall be deemed to have refused their appointment to that Governance Panel and they shall be removed with immediate effect from that appointment. If any member of a Governance Panel breaches the terms of the Confidentiality Agreement then it shall be within the Governing Council's complete discretion to determine the appropriate course of action in response to that breach, including but not limited to revoking or terminating the appointment of the member to the Governance Panel. **(08/24)**

38.3 Confidentiality Obligations – Conformation Trainee Judges
All Conformation Trainee Judges are required to maintain confidentiality pursuant to the terms of the Confidentiality Agreement executed by each Trainee Judge on their application to be a trainee judge. Should a Conformation Trainee Judge refuse to sign the Confidentiality Agreement, then they shall be deemed to have withdrawn their application to become a Trainee Judge and will immediately be ineligible to continue as a Conformation Trainee Judge. If any Conformation Trainee Judge breaches the terms of the Confidentiality Agreement then it shall be within the Governing Council's complete discretion to determine the appropriate course of action in response to that breach, including but not limited to revoking the appointment of the Trainee Judge. **(01/25)**

38.4 Confidentiality Obligations will apply to any person who assists in any role in the Conformation Judges Training Scheme. **(01/25)**

A39 STATEMENT – RECORDING ANNOUNCEMENT

As per the Surveillance Devices Act 1998 (WA), Dogs West is recording this meeting for record keeping purposes. No other devices including phones are allowed to record or capture any part of this meeting. **(06/23) (04/25)**

A42 COMPLAINTS – LODGEMENT OF

42.1 Complaints from members of any ANKC Member Body, at either the date of lodgement or the date of the incident, must be accompanied by the applicable lodgement fee as published in the current Dogs West Fees List. **(10/26)**

42.2 The applicable lodgement fee shall apply to any complaint lodged by a person from overseas, who is a Member of a recognised canine control body. **(10/26)**

42.3 Complaints which do not relate to an incident at an event/training, such as a breach of the Code of Ethics or other general regulations, may be lodged within six months of the alleged breach. **(10/18)**

42.4 Where a complaint be upheld, the lodgement fee will be returned to the complainant. The lodgement fee will be included in addition to any penalty handed down by the Protests & Disputes Tribunal/Appeals Board/Judges Board. **(01/22)**

A43 COMPLAINTS – PROCEDURE FOR DEALING WITH

43.1 Complaint received by the Dogs West office/administration

The Dogs West Office receives a written complaint (only written complaints will be dealt with) on the appropriate Dogs West Complaint Form.

a. The Dogs West office acknowledges receipt of the complaint, without specifying if a regulation is allegedly breached:
   i. Within 15 working days, the Dogs West office is to write to the respondent/s by any or all available means seeking their response to the complaint within 15 working days of the date of the letter.

b. The complaint and all relevant documentation are then referred to the Investigations Committee for consideration, investigation and determination as to any further action.
   i. Any further information is to be sought by the Investigations Committee (which may include asking the office to request specific information from parties).
   ii. If a breach of the regulations is identified, Investigations to identify which regulation/s has been breached.
   iii. The Investigations Committee are also to identify any relevant witnesses to the matter from the information provided and any other means they deem necessary and if referred to Protests & Disputes Tribunal, Judges Board these witnesses are to be called. Witnesses must have actually witnessed the incident themselves.

c. The Investigations Committee then advises of their recommendation/s to the Dogs West office, which may include:
   i. Referring the matter to the Protests & Disputes Tribunal or Judges Board within a reasonable period of time, if so:
      - The matter is to be heard by Protests & Disputes Tribunal or Judges Board.
      - Parties advised of outcome within ten (10) working days by the office in writing.
   ii. No further action.
      - Parties advised of outcome within 10 working days in writing.

43.2 Breach of the regulation/s is identified by the Dogs West office/administration:

Office staff identify a possible breach of the regulations and/or Code of Ethics.

a. Where there is a clear breach of the regulations or Code of Ethics:
   i. The office staff write to the member/s concerned, requesting their comments on the alleged breach to be received within 15 working days of the date of the letter.
   ii. Once the response is received, the matter be referred directly to the Protests and Disputes Tribunal or Judges Board for hearing.**(10/26)**
   iii. Once heard, the outcome of the Protests and Disputes Tribunal or Judges Board hearing be advised to the member within 10 working days. **(10/26)**

b. Where the breach is not clear, the office staff are to refer the matter directly to the Investigations Committee.
   i. Any further information is to be sought by the Investigations Committee (which may include asking the office staff to request specific or additional information from parties).
   ii. Within 15 working days, the Dogs West office staff write to the respondent/s by any or all available means seeking their response to the complaint by a stated date.

iii. All relevant documentation is referred to the Investigations Committee for consideration, investigation and determination as to any further action.

i. Investigations Committee to seek further information from respondent/s if required.

ii. If a breach of the regulations is identified, the Investigations Committee is to identify which regulation/s has been breached.

iii. The Investigations Committee are also to identify any relevant witnesses to the matter from the information provided and any other means they deem necessary and if referred to Protests & Disputes Tribunal, Judges Board these witnesses are to be called. Witnesses must have actually witnessed the incident themselves.

c. The Investigations Committee then advise their recommendation/s to the Dogs West office, which may include:

i. Referring the matter to the Protests & Disputes Tribunal or Judges Board within 10 working days, if so:

- The matter is to be heard by Protests & Disputes Tribunal or Judges Board
- Parties advised of outcome in writing within 10 working days.

ii. No further action.

- Parties advised of outcome in writing within 10 working days.

43.3 Incident at a Sanctioned Event (excluding aggressive dogs).

a. It shall be the duty of any Judge, Steward, Club or Show Official officiating at any sanctioned event to report in writing to the Chief Steward, or other person responsible for the organisation of the event, any incident which comes to their attention. **(02/26)**

i. No complaint lodgement fee is payable by any Judge, Steward, Club or Show Official officiating at the event. **(02/26)**

ii. Where an incident report is submitted by a party who is not officiating at the event, a complaint lodgement fee must be paid as per the published Dogs West Fees List. **(02/26)**

b. The Chief Steward/club official/trainer collects all statements from those persons who witnessed the incident – no Committee of Enquiry is held.

c. A copy of the incident report is to be completed and copies given to the parties.

d. Advises parties that the matter will be referred by the Dogs West office to the Investigations Committee for further action.

e. All relevant documentation is referred to the Investigations Committee for consideration, investigation and determination as to any further action.

i. Further information may be sought by the Investigations Committee (which may include directing the office to request specific information from parties).

ii. If a breach of the regulations is identified, Investigations Committee to identify which regulation has been breached.

iii. Investigations Committee are also to identify any relevant witnesses to the matter from the information provided and any other means they deem necessary and if referred to Protests & Disputes Tribunal or Judges Board these witnesses are to be called. Witnesses must have actually witnessed the incident themselves.

f. The Investigations Committee then advise their recommendation/s to the Dogs West office, which may include:

i. Referring the matter to the Protests & Disputes Tribunal or Judges Board within 10 working days , if so:

1. The matter is to be heard by Protests & Disputes Tribunal or Judges Board.
2. Parties advised of outcome within 10 working days.

iv. No further action. - Parties advised of outcome within 10 working days.

43.4 Event incident (aggressive dogs):

Incident at an event, including training:
Duty to Report. It shall be the duty of any Judge, Steward, Club or Show Official officiating at any form of Exhibition, Trial, Test or Training session, or any other witness to report in writing to the Chief Steward or other person responsible for the organisation of the event
Any incident which comes to his/her attention where any exhibit displays any aggressive or savage disposition towards any person or any unacceptable aggressive or savage disposition towards any other animal to such an extent as to constitute a danger to any person or any other exhibit or the efficient conduct of the show. Such report shall be made within one hour of when the alleged aggressive behaviour took place. **(10/26)**

a. Sanctioned Event Official/Judge Report.
   Where a Judge reports a dog for such behaviour, then that dog shall be removed from the judging ring and the Judge will record the fact on judging sheet in addition to making a further written report to the Chief Steward after completion of judging.
b. Any other event. Where a dog is reported for aggression or savage disposition at any other event or training session being conducted by an affiliated club, this regulation shall also apply except that the enquiry shall be conducted by three senior club officials present at the time. **(10/26)**
   i. Chief Steward's Action.
      On receipt of such report, the Chief Steward will seek written statements from the Exhibitor/Handler and other witnesses before calling a meeting of an Committee of Enquiry as soon as practicable, but without undue interference with the efficient running of the Show, on the day of the incident. 09/09
   ii. The Chief Steward may order a dog to be crated or otherwise secure pending determination of a Committee of Enquiry into a report of aggressive behaviour by that dog. 9/00
   iii. Attendance at hearing. The owner and/or handler of the exhibit, the complainant and other witnesses shall be invited to attend the meeting.
   iv. A minor cannot be questioned by any committee, tribunal, board or investigation committee without their parent or legal guardian in attendance or someone appointed by them being in attendance. **(10/26)**
   v. Should the Committee consider the complaint to be justified, the exhibitor will be informed that the exhibit is suspended pending a hearing by the Protests & Disputes Tribunal. This decision will be confirmed officially in writing within 10 working days.
   vi. Upon such receipt being received by the Administrative Officer, the dog shall be suspended and the owner notified accordingly pending a hearing by the Protests & Disputes Tribunal. **(10/26)**
c. The Protests and Disputes Tribunal may suspend/debar that dog from competition or training or area in which such activities are taking place, or cancel or strike from its records the registration of that animal. 06/05
d. The owner of any dog penalised under this rule by the Protests and Disputes Tribunal shall have the right of appeal to the Appeals Board.
e. Training a suspended dog. An owner whose dog has been suspended may apply to the Association, nominating a club with which he wishes to train his dog. The Association will negotiate with the club to seek its agreement to accept the suspended dog into their training sessions. 06/05
f. The reinstatement of a suspended dog is subject to the dog successfully passing, by unanimous decision of the assessors, a Temperament Test assessment– refer 53.3.**(10/26)**
g. Temperament Assessors will be appointed by Governing Council following lodgement of Expression Of Interest to the Administrative Officer (to include statement of suitability and experience). **(10/26)**

h. Should a dog fail the first assessment then the period of suspension will continue until a further period of suspension is imposed by the Protests and Disputes Tribunal. A letter outlining the further period of suspension will be forwarded to the registered owner of the dog. 06/05
i. Should a dog fail a subsequent assessment then the Protests & Disputes Tribunal will consider disqualification of that dog. 06/05

A44 DISCIPLINARY ACTION - GENERAL

(10/17)

Any member of the Association and of any other ANKC Ltd member body may be disqualified, fined or otherwise penalised if such person has –

44.1 contravenes or fails to comply with a provision of the regulations shall be guilty of an Offence

44.2 contravenes or fails to comply with an order made by the Protests and Disputes Tribunal under Regulation A66.3 shall be guilty of an offence

44.3 is the owner of a dog found guilty of an act of aggression towards a person or another dog shall be guilty of an offence

44.4 been found guilty of any malpractice or of breaching any of the ANKC Pty Ltd and the Association's Rules and Regulations

44.5 engaged in any action or conduct that is discreditable or injurious to those involved in the activities of the Association

44.6 conducts himself in a manner considered to be injurious or prejudicial to the character or interests of the Association

44.7 engaged in any action or conduct that is likely to cause friction or ill-feeling between owners of dogs or between owners and the Association, or between members of the Association

44.8 been found guilty or had judgement entered against them in a court of law or tribunal of an offence that may relate to membership of the Association

A45 TRANSACTIONS

45.1 Where any member has been charged with an offence,

a) by Dogs West; or

b) by any authority, in relation to Animal Welfare or Animal Cruelty matters;

all transactions involving that member are to be deferred, with effect from:

i) in the case (a) – the date Dogs West lays the charge; or

ii) in the case of (b) the date the charge laid by the external authority becomes known to Dogs West

and shall remain deferred until all Dogs West governance processes relating to the matter have been completed and finalised **(01/26)**

45.2 A suspended member may not apply to transfer or apply to register any dog(s) whilst under suspension.

45.2.1 It is an offence to mate a bitch or allow a dog to be used while a member is under suspension.

45.2.2 Litters from a mating and/or whelping during the time of suspension must be registered after any period of suspension has been lifted.

45.2.3 Any puppies resulting from a mating done while a Member is under suspension shall only be registered on Limited Register flagged 'never to be upgraded'.

45.2.4 Litters from a whelping and/or mating prior to time of suspension must be registered after any period of suspension has been lifted.

45.2.5 Late litter registration fees may apply if the time elapsed is greater than four months from the date of whelping. **(08/18)**

A46 UNRECOGNISED ACTIVITIES

46.1 Governing Council may at its discretion declare any activity to be unrecognised. When an activity is declared "unrecognised" a notice to that effect will be published in the Canine News and a period of two (2) months grace be allowed from the date of publication before any action may be taken against any member.

46.2 Any person promoting, exhibiting, judging, making an entry for or in any way officiating at an exhibition previously declared by the Governing Council of the CAWA to be "unrecognised" shall ipso facto become ineligible to judge, make an entry, compete, win a prize, make an objection, or take any part at a recognised exhibition or be associated with any body affiliated with the CAWA.

46.3 Any person being in any way associated with or supporting any club, association, body or group of people previously declared by the Governing Council of the CAWA to be "unrecognised" may, at the discretion of the Governing Council be:-

46.3.1 debarred from judging, competing, making an objection or taking part at any sanctioned or recognised exhibition and/or

46.3.2 debarred from being associated with any body affiliated with the CAWA.

46.4 The CAWA Governing Council may cancel the registration of any dogs owned by such person and may disqualify such person from membership of the CAWA. The penalties set out in this rule shall not limit powers of the CAWA Governing Council under any other rules.

A47 LIABILITY

47.1 A member or affiliate shall not have any claim against the Association, any member of the Council, Protests and Disputes Tribunal, Judges Board, Appeals Board, Investigations Committee or Committee of Enquiry in respect of any act, matter or thing done in good faith and purporting to be done in accordance with the Constitution and/or the Regulations.

47.2 Where costs are incurred by the Association in defending an action in which the member is unsuccessful, or withdraws the action, the costs of that action will be borne by that member.

DISCIPLINARY ACTION - PENALTIES

A48 PENALTIES – GENERAL

48.1 All penalties may only be imposed by the Protests and Disputes Tribunal, the Judges' Board, the Appeals Board or Governing Council after a hearing of the charge. All terminations, disqualifications and suspensions under this regulation shall be notified to all Member Bodies affiliated with the ANKC Ltd with ANKC Ltd Regulation Part 8 Clause 3.4 and 3.4a applicable. **12/14**

48.2 The Association shall have power to publish the account of any action taken against any person and/or dog.

Additionally, the Association shall have the power to publish the names of and penalties imposed on such persons and/or dogs of persons and/or dogs penalised in accordance with the provisions of these Regulations.

The power to publish conferred by this Regulation shall include the power to publish in the official journal of the Association and/or website. **09/19**

48.3 A person whose name or whose dog's name has been so circularised shall not have any claim whatsoever against any person or the Association in respect of or arising out of such publication.

A49 DISQUALIFICATION OF MEMBERSHIP

49.1 Disqualification of membership may be imposed for a prescribed period or for life.
49.2 The person disqualified shall cease to be a member of the Association.
49.3 Disqualification of membership shall have the following effect:
49.3.1 To suspend the registration of any dog at that time registered in his name or of which he is or may become the owner or part-owner or in which he may become interested, whether as a lessee or otherwise.
49.3.2 The person disqualified may not be employed in any capacity whatsoever, in connection with dogs, by any person competing or desirous of competing at any sanctioned show, trial or test.
49.3.3 The person disqualified may not assist in any capacity whatsoever in connection with dogs competing at any sanctioned show, trial or test.
49.3.4 The person disqualified shall not be permitted to attend or take part in any sanctioned show, trial or test whether as a competitor or judge or other official or to prepare or assist in preparing any dog for exhibition or show at any sanctioned show, trial or test or to handle any dog competing thereat.
49.3.5 Should the person disqualified be an approved judge, the conditions as detailed in Regulation A51 shall apply.
49.3.6 At the end of a prescribed period of disqualification, a person may re-apply for membership of the Association and shall be liable for the nomination fee applicable at the time.

A50 SUSPENSION OF MEMBERSHIP

Suspension of membership shall be for a prescribed period and shall have the following effect:
50.1 The suspended member shall cease to enjoy the privileges of membership of the Association and are ineligible to effect a transfer of dogs in their ownership or in partnership during the period of suspension and the provisions of Regulation A45 shall also apply.
50.2 The suspended member shall not take part in any sanctioned show, trial or test, whether as a competitor or judge or other official or to prepare or assist in preparing any dog at any sanctioned show, trial or test or to handle any dog competing thereat.
50.3 The suspended member shall not be permitted to attend any sanctioned show, trial or test.
50.4 Should the person suspended be an approved judge, the conditions detailed in Regulation 51 shall also apply.
50.5 On expiry of the suspension period the suspended member shall be entitled to all privileges of membership of the Association subject to assuming current financial status and shall be eligible to stand for re-election or to be re-appointed to any office previously held.

A51. DISQUALIFICATION OR SUSPENSION FROM JUDGING

51.1 Disqualification from Judging shall be imposed for life.
51.2 Suspension of Judging Licence Suspension of a judging licence may be imposed for a prescribed period and shall have the following effect:
51.2.1 The suspended judge may not adjudicate at any sanctioned show, trial or test during the suspension.
51.2.2 The negotiation and/or acceptance of judging appointments may only be undertaken at the conclusion of the suspension period.
51.2.3 The suspended judge may fulfil any previously accepted judging appointments scheduled to be held within a three month period from the date of suspension subject to the agreement of the contracting clubs.

51.2.4 The suspended judge may not attend any judges training course, lectures, seminars or field days or undertake any examinations during the period of suspension.

A53 SUSPENSION OF A DOG'S REGISTRATION

The suspension of a dog's registration may be imposed for a limited period and shall have the following effect in this Association and any ANKC affiliated body:

53.1 The dog may not be entered in any sanctioned Sanctioned Event or be brought onto the CAWA grounds, until the suspension is lifted, unless Regulation A43.4 (e) is applicable. **12/03, 01/14**

53.2 Progeny of the suspended dog sired during the period of suspension may not be registered in the Association's purebred register.

53.3 Reinstatement of the suspended dog/s will only be made on the application of the owner at the end of the suspension period.

A58 MINIMUM PENALTIES

58.1 A minimum penalty for a dog found guilty of an act of aggression by a dog towards a person shall be a 4 month suspension (with a pass in a temperament test at the end of the suspension period to be considered for reinstatement) plus a $200 penalty.

58.2 A minimum penalty for a dog found guilty of an act of aggression by a dog towards another dog shall be a 2 month suspension (with a pass in a temperament test administered by the Association at the end of the suspension to be considered for reinstatement) plus a $100 penalty.

58.3 Any breach of the Code of Ethics for Members (excluding Breeding breaches and HM2.2 and HM2.3) where found guilty will attract a minimum penalty of a reprimand (which may include a written apology) and a $100 fine.

58.3.1 Subsequent offences will result in a minimum of double the previous penalty.

58.4 Any breach of HM2.2 and HM2.3. A minimum penalty of suspension of three months will be applied from the date of the hearing and a fine as set.

58.4.1 Subsequent offences will result in a minimum of double the previous penalty.

58.5 Any breach of the Code of Ethics (Breeding) and R Regulations, where found guilty will attract a minimum penalty of $500.00. Any breach involving
Puppies will incur an additional minimum penalty of $100.00 per puppy.

58.6 Any breach of A22. A minimum penalty of $200 will be applied.

58.7 Any breach of A23. A minimum penalty of $200 along with a Modified Service Arrangement will be applied.
Members subject to a Modified Service Arrangement will be notified in writing. This notice will outline:

- The terms of the Modified Service Arrangement.
- The reasons for the modification; and
- The timeframe applicable. (06/25)

DISCIPLINARY ACTION – HEARINGS

A60 COMMITTEE OF ENQUIRY

60.1 At Shows

60.1.1 A Committee of Enquiry of not less than three (3) shall be appointed by the Club Committee before each Sanctioned Show, Trial or Test.

60.1.2 The Chief Steward shall be the Chairman of the Committee of Enquiry.

60.1.3 Any person officiating as a judge at a fixture shall not be eligible to be a member of the Committee of Enquiry at that event, but may be consulted should the need arise.

60.2 At Trials and Tests

60.2.1 The Committee of Enquiry shall consist of the Chief Steward who shall be the Chairman, and two others at least one of whom, wherever possible shall be a licensed Judge.

60.2.2 A judge officiating on the day at that Trial or Test is eligible to be a member of the Committee of Enquiry provided that he/she was not directly involved nor was judging the class in which the alleged incident took place.

60.3 Attendance at Further Hearings

60.3.1 It is expected that the Chief Steward, or in his/her absence a member, nominated by him/her, of the relevant Committee of Enquiry, will attend any further hearings by the Protest and Disputes Committee, Judges Board, Appeal Board or Governing Council. On receipt of a notice of such meeting the Chief Steward will contact the office to notify them of his ability or inability to attend. **11/01**

60.4 Disputes to be referred to the Investigation Committee or Protests and Disputes Tribunal or Judges Board from a Committee of Enquiry should be in the hands of or posted before close of mail to the Association's Administrative Officer by the second working day following the show. 10/02, **06/07, 08/11.**

60.5 Where a dispute is not referred to the Investigation Committee, Protests and Disputes Tribunal or Judges Board within the prescribed time Governing Council reserves the right to take further action.**06/07**

A62 INVESTIGATION COMMITTEE

62.1 Appointment.

62.1.1 Governing Council shall annually, pursuant to these Regulations, appoint a Chairman of the Investigation Committee, who may be a sitting Governing Councillor.

62.1.2 The Chairman of the Investigation Committee shall be responsible for selecting up to nine (9) members of the committee – four of whom will be nominated by the Chairperson for each meeting of the Investigations Committee. No member of the Investigations Committee may be a member of the Protests & Disputes Tribunal, Judges Board or the Appeals Board. **(03/15)**

62.1.3 Where the Chairman is unable to attend, the Committee shall elect one of its number to chair the investigation.

62.1.4 The Investigation Committee shall have the power to co-opt suitably qualified persons to assist in their enquiries.

62.1.5 Three (3) shall form a quorum.

62.2 Purpose.

62.2.1 To investigate written complaints, disputes or reports received from CAWA affiliates, members or other persons or organisations including other member bodies of the ANKC alleging misconduct or breaches of CAWA Rules, Regulations, Codes of Ethics or misconduct or breaches of similar rules, regulations or codes of another member body of the ANKC by a CAWA member or member of an ANKC member body where the alleged misconduct

or breach occurred in this State, or any matter referred to it by any two of the President, Vice President and the Administrative Officer **(10/26)**

62.2.2 Make recommendations to Governing Council **09/21**

62.3 To decide whether:

62.3.1 A prima facie case exists to warrant a charge being laid, in which case the charge should be heard by the Protest & Disputes Tribunal or other appropriate body.

62.3.2 The matter be settled by mediation

62.3.3 The case should be dismissed.

62.3.4. Any other action should be taken.

62.4 In the event of any vacancy occurring in the Investigations Committee, such vacancy shall be filled by Governing Council at its next meeting.

A63 QUESTIONING OF A MINOR

A minor cannot be questioned by any committee, tribunal, board or investigation committee without their parent or legal guardian in attendance or someone appointed by them being in attendance. **08/01, 09/01 (10/26)**

A66 PROTESTS AND DISPUTES TRIBUNAL

66.1 The Protests & Disputes Tribunal is appointed by the Governing Council, annually, and shall comprise a Chairman, and at least seven (7) members, three of whom will be drawn by ballot for a meeting of the Tribunal or be nominated by the Chairman when a particular expertise is necessary. **11/07, 06/24**

66.2 No member shall be a member of the Appeals Board or a member of the Investigations committee.

66.3 Its powers shall be to:

66.3.1 Hear and determine any breaches of the ANKC Ltd rules and regulations, the Association's regulations, all protests, complaints and disputes referred to it by Council; or by a any two of the President, Vice President and the Administrative Officer, or from a Committee of Enquiry.

66.3.2 Hear and determine all other matters which the Governing Council may, from time to time, refer to the Tribunal.

66.3.3 Impose fines, suspensions, disqualifications or other penalties, and have the power to make such other orders as seen fit as the Tribunal shall decide.

66.3.4 Where a charge is proven and/or upheld, the Tribunal may recover the administrative costs incurred by the Association.

66.3.5 Make recommendations to Governing Council **09/21**

66.4 In the event of equality of voting, the Chairman shall have a casting vote.

66.5 The Chair and Administrative Officer shall take all reasonable steps to ensure that an accurate recording of the hearing is maintained, either by audio recording of the proceedings or by appointment of a minute taker, and that minutes of the hearing are prepared and retained as part of the Association's records. Tribunal deliberations shall not be recorded. **(10/26)**

66.6 In the event of any vacancy occurring in the Tribunal, such vacancy shall be filled by Governing Council at its next meeting.

66.7 Where the Chairman is not able to attend a Deputy Chairman, appointed by the Chairman shall attend in his stead. **11/07**

A67 JUDGES BOARD

67.1 Governing Council shall appoint a Judge's Board convenor annually, who shall convene a board of up to five (5) persons, suitably qualified as judges, as and when required.

67.2 A Chairperson shall be elected from within the Board for each meeting and/or hearing.

67.3 The Board may co-opt such other suitably qualified persons to advise the Board as required.

67.4 Three members shall constitute a quorum, always providing that at least one present shall be qualified in the discipline under review or enquiry.

67.5 Powers of the Judges Board shall be:

67.5.1 To act as an advisory body to Governing Council on all matters pertaining to judges and/or judging.

67.5.2 To make rulings on judging procedures as sought from time to time

67.5.3 To draw up a Judges' Code of Ethics for the approval of Governing Council, to oversee its implementation and to recommend further amendments and or additions as necessary from time to time.

67.5.4 To recommend new Regulations or amendments to Regulations pertaining to judges and/or judging.

67.5.5 To arbitrate, investigate, hear and determine all protests, complaints and disputes concerning judges and/or judging referred to it by Governing Council, or by any two of the President, Vice President and the Administrative Officer or by a Training Committee. **08/11**

67.5.6 The Chair and Administrative Officer shall take all reasonable steps to ensure that an accurate recording of the hearing is maintained, either by audio recording of the proceedings or by appointment of a minute taker, and that minutes of the hearing are prepared and retained as part of the Association's records. Tribunal deliberations shall not be recorded. **(10/26)**

67.5.7 Impose such disqualifications, fines and other penalties, as the Board shall decide.

67.5.8 Costs. Where a charge is proven and/or upheld, the Board may direct that the administrative costs incurred by the Association be recovered.**04/19**

67.5.9 Make recommendations to Governing Council **09/21**

A68 APPEALS BOARD

68.1 The Appeals Board comprising a Chairman and three members and two deputies shall be appointed annually by Governing Council.

68.2 No Governing Councillor, Deputy Governing Councillor, member of the Protests & Disputes Tribunal or member of the Investigations Committee shall be appointed to the Appeals Board.

68.3 The Appeals Board shall consist of three members to hear each individual appeal.

68.4 Where the Chairman is not able to attend, the Deputy Chairman shall attend in his stead.

68.5 The purpose of the Appeals Board shall be to act as the first Court of Appeal for all questions or disputes of any kind whatsoever.

68.6 The Appeals Board has the power to:

68.6.1 Vary or cancel any penalties and/or fines imposed by the Protests & Disputes Tribunal or Judges Board. **(10/26)**

68.6.2 Determine penalties and/or fines where an appeal in accordance with Regulation A75.3 is upheld. **06/03**

68.6.3 Order that the case be reconsidered by the body who originally imposed the penalty and/or fine. **06/03**

68.6.4 Make recommendations to Governing Council.

68.7 Where an appeal is dismissed, the Board may direct that the administrative costs incurred by the Association be recovered.

A69 FINAL COURT OF APPEAL

69.1 Governing Council shall be the final Court of Appeal in accordance with Rule 19.1.5 of the Constitution.

69.2 The Chairperson who will be the President of the Association unless the circumstances are such that he is unable, or because of a prior interest is not qualified to chair the hearing. In this case a Chairperson will be the Vice President or in his absence a person appointed by the Council from one of its members.

69.3 Procedures shall be as described in Regulation A82 below.

69.4 The decision of the Governing Council shall be final.

DISCIPLINARY ACTION - PROCEDURES

A71 PROCEDURES COMMON TO PROTESTS & DISPUTES TRIBUNAL & JUDGES BOARD

71.1 Reports that have not been provided by a committee of enquiry under Regulation A 60. from any event to be referred to the Tribunal and/or Judges Board should be in the hands of or posted before the close of mail to the Association's Administrative Officer within three working days of the alleged incident taking place excepting those contained in a report from the Chief Steward or a Training Committee. Where a report is not received within this prescribed time Governing Council shall have the right to decide whether the matter should proceed. 10/02**, 06/07, 08/11.**

71.2 Attendance of Complainant/Plaintiff
The Complainant/Plaintiff must be in attendance unless the Tribunal and/or Judges Board decides otherwise and shall give evidence if the Tribunal and/or Judges Board so requires. The Complainant/Plaintiff is a witness to the fact.

71.3 Attendance of Defendant.
The Defendant must be in attendance unless the Tribunal and/or Judges Board decides otherwise and may be represented, provided that such representative is not, nor ever has been, a legal practitioner. Failure to attend when required will be dealt with as a matter of contempt of Governing Council.

71.4 Attendance of Witnesses

71.4.1 Any person, whether a member of the Association or not, may be called as a witness, provided that the person shall be called only in respect of matters coming within his direct knowledge.

71.4.2 Witnesses will be required to wait outside the hearing until called on to give their evidence and thereafter they may be permitted to remain throughout the remainder of the hearing at the discretion of the Tribunal and/or Judges Board

71.4.3 "Expert" witnesses may also be called by any party, or the Tribunal and/or Judges Board itself. A person called, as an expert will be accepted as a witness only upon matters about which that person is deemed to be an expert.

71.5 The Tribunal and/or Judges Board may at any time, after giving notice to the parties before it, take whatever action it deems necessary to achieve a fair and just conclusion of any matter before it and to that end without restricting the right of the Tribunal and/or Judges Board it may adjourn any proceeding to a date to be fixed, call witnesses or seek opinion upon any matter as it sees fit.

71.6 Before imposing any disqualification, fine or other penalty, the person charged shall be given an opportunity to be heard in answer to the charge by being given seven working days' notice of the meeting of the Tribunal and/or Judges Board at which it will be considered.
Such notice will be sent either:

- In the first instance to the email address as recorded for the member which shall be deemed to have been served the day the email was transmitted or
- If there is no email address recorded for the member, by certified mail addressed to the person concerned at the address recorded for the member, and if known, to their usual or last known place of abode or business or any other address the administrative officer believes is appropriate.
  Such notices shall be deemed to have been served seventy-two hours after being put in the post.

(03/20)

71.7 No Governing Councillor or Deputy Governing Councillor appointed to the Tribunal and/or Judges Board who participates in a hearing which is the subject of an appeal to the Appeals Board and subsequently of appeal to Governing Council shall participate in any debate or have any vote on the appeal.

APPEALS

A75 RIGHT TO APPEAL

75.1 Any member, person or affiliate who is dissatisfied with a decision of a Committee of Enquiry finding shall have the right to appeal to the Association against the decision. Any two of the President, Vice President and the Administrative Officer shall decide the course of action to be taken taking into regard the subject matter of the appeal. **10/01, 10/02, 12/02, 08/11..**

75.2 Any member, person or affiliate charged with an offence by the CAWA and subsequently penalised and who is dissatisfied with the decision and/or penalty of the Protests and Disputes Tribunal or of the Judges Board shall have the right to appeal to the Appeals Board against the decision.

75.3 Should the CAWA be dissatisfied with the decision and/or penalty of the Protests and Disputes Tribunal and/or the Judges Board it shall also have the right to appeal to the Appeals Board against the decision and/or penalty.

A76 NOTICE OF INTENT TO APPEAL

76.1 Must be received by the Administrative Officer of the Association within seven days of the delivery of the decision notification against which an appeal is to be made. The notification of any finding against a member(s) shall be accompanied by the Regulations covering the lodgement and hearing of Appeals. **(03/20)**

76.2 Notice of intent to appeal must be accompanied the applicable lodgement fee as published in the current Dogs West Fees List, such money to be returned to the appellant if the appeal is upheld. 09/02 **(10/26)**

A77 DATE AND TIME OF APPEAL

A date and time for an appeal shall be set insofar as is possible by mutual agreement between the Association and the appellant but shall be at least four weeks after the Notice of Intent to Appeal has been received. In the event of mutual agreement on the date of appeal not being reached, the Association shall determine the date and time for the appeal to be heard.

A78 GROUNDS FOR AN APPEAL

78.1 Must be submitted by the appellant to the Association fourteen days prior to the date set for the appeal to be heard.

78.2 Must be precise and must stipulate in detail each of the grounds on which it is based.

78.3 Appeals which do not meet the requirements of Regulation A78.1 and/or Regulation 78.2 will be rejected.

78.4 Should sufficient new evidence be raised in the grounds of an appeal and adequate reasons given why it was not raised at the original hearing the President and Administrative Officer may if they see fit, order a new hearing by the Protests and Disputes Tribunal. **10/02, 08/11..**

78.5 No new evidence may be permitted in an appeal.

78.6 New witnesses shall not be introduced.

78.7 The Appellant shall be restricted to a claim against one or more outcomes of the original hearing.

APPEALS – CONDUCT OF

A81 Those To Be Present At An Appeal To The Appeals Board are as follows:

81.1 The Chairperson and two members of the Appeals Board

81.2 The Chairperson of the Protests and Disputes Tribunal and/or other official representative of the body against whose decision the appeal is being made

81.3 The Appellant and his or her representative, who shall not be a person who is, nor ever has been, a legal practitioner. Should an appellant not attend the hearing on the notified date, the Appeals Board retains the right to proceed with the hearing and to make a determination based on the papers and evidence before it. **(07/19)**

81.4 The Chair and Administrative Officer shall take all reasonable steps to ensure that an accurate recording of the hearing is maintained, either by audio recording of the proceedings or by appointment of a minute taker, and that minutes of the hearing are prepared and retained as part of the Association's records. Tribunal deliberations shall not be recorded.**(08/11) (10/26)**

A82 Those To Be Present At An Appeal To Governing Council are as follows:

82.1 The Chairperson who will be the President of the Association unless the circumstances are such that he is unable, or because of a prior interest, is not qualified to chair the hearing. In this case, the Chairperson will be the Vice President or in his absence, a person appointed by the Council from one of its members.

82.2 The Appellant and his or her representative, who shall not be a person who is, nor ever has been, a legal practitioner. Should an appellant not attend the hearing on the notified date, Governing Council retains the right to proceed with the hearing and to make a determination based on the papers and evidence before it. **(07/19)**

82.3 Sufficient Governing Councillors to obtain a quorum.

82.4 The Administrative Officer who shall record the minutes of the meeting. **(08/11)**

A83 APPEAL PROCEDURES

83.1 The Chairperson will explain the procedures to be followed during the Appeal, as described in Rule A83 and stress to those present that the procedures will not be deviated from.

83.2 The Chairperson will invite the Appellant to present the grounds of his or her appeal as contained in the written appeal and to state why he or she considers that the nominated grounds exist.

83.3 At the conclusion of this evidence the official representative of the body against whose decision the appeal is being made will be invited to precisely describe the events, which led to the findings against which the appeal is being made.

83.4 The Appellant and the members of the body hearing the Appeal will be afforded the opportunity to question the evidence given in A83.3.

83.5 Following the questioning as per A83.4, the Appellant may be questioned by the representative of the body against whose decision the appeal has been made or by any member of the appeal body.

83.6 At the conclusion of questions to the Appellant, the representative of the body against whose decision the appeal has been made will be requested to summarise his or her evidence and following which the Appellant will also be asked to summarise his or her appeal.

83.7 Following the above, the Chairperson shall request all parties present except members of the appeal body to retire whilst the appeals body considers the appeal. If during consideration of the evidence any question arises which may be clarified by recalling any of the above, the Chairperson will do so. All those who retired should be invited to return to hear the further discussion. Should this occur those persons recalled will again be asked to retire whilst deliberation continues. **10/02, 08/11. (10/26)**

83.8 Once the Board determines that those retired are no longer required, they will be advised they may leave.

ASSOCIATION'S GROUNDS

A84 GOVERNING COUNCIL MEETINGS

84.1 The attendance record for the current Governing Council be published on the Dogs West website and in the journal containing the Council nominees' resumes for the Governing Council elections. **(10/22)**

84.2 The scheduled dates that Governing Council meetings are to be convened be published in the Canine News and on the Dogs West website with any amendments updated on the Dogs West website. **(10/22)**

A85 DOGS ON THE ASSOCIATION GROUNDS

Refer A5.7 for definition of Association's grounds.

85.1 Dogs must be under effective control at all times.

85.2 The only time a dog may be allowed off lead on the grounds is whilst it is engaged in trials or tests or training for same or where no sanctioned events, or club activities are in progress. The member/owner/handler will ensure that there is no interference to other dogs, and will be wholly responsible for any damage to property, or injury to persons or animals when the dog is off lead.

85.3 Affiliates or individuals inviting non-members onto the grounds are responsible for seeing that the rule is complied with.

85.4 Members/owners/handlers who are found to transgress this rule may be disciplined by Council or may be banned from future attendance on the grounds.

85.5

85.5.1 That dogs below the age of three (3) calendar months are not permitted on the Association's ground, except where A85.5.2 applies. **(08/26)**

85.5.2 That puppies aged between 8 weeks and under 3 calendar months be permitted to use the Dogs West grounds for restricted training purposes.

85.5.3 That the use of the grounds be limited to organised classes only, conducted under strict biosecurity conditions - including use of enclosed rooms, agreed cleaning protocols, and no free access to the grassed areas.

85.5.4 That organisations offered the opportunity to conduct these restricted classes must be affiliated with Dogs West. **(11/25)**

85.6 Dogs entering the Association's grounds must meet the Association's requirements relating to vaccination and exposure to contagious and infectious diseases.

85.7 For the purposes of this regulation refer A5.7 for definition of Association's grounds.

85.8 Any Local or State Government conditions and or restrictions imposed on a dog shall also apply while the dog is on association grounds. **(07/21)**

85.9 The use of spiked and/or electronic collars is not permitted on the Association's Grounds. **(07/26)**

85.10 The use of spiked and/or electronic collars is not permitted on the Association's Grounds. **(07/26)**

A86 PHOTOGRAPHS

The taking of photographs and films of dogs, whilst being exhibited at Sanctioned Events, including Training and Seminars, is permitted.
Photographs and films which include children are not to be uploaded onto social media without the permission of the parent or legal guardian. **(07/15)**

A87 DESIGNATED SMOKING AREAS

There will be no smoking, including the use of e-cigarettes, on the Association grounds with the exception of the designated smoking areas. For the purpose of this regulation refer A5.7 for definition of Association's grounds. **(05/19)**

A88 EDUCATION

88.1 Plagiarism, Self-Plagiarism And Collusion
A member shall not initiate or engage in plagiarism or collusion.
Plagiarism is the representation of another's language, thoughts, ideas, or expressions as one's own original work. Examples of forms of plagiarism include:

- the verbatim (word for word) copying of another's work without appropriate and correctly presented acknowledgement;
- the close paraphrasing of another's work by simply changing a few words or altering the order of presentation, with or without appropriate and correctly presented acknowledgement;
- unacknowledged quotation of phrases from another's work;
- the presentation of another's concept as one's own;

Collusion (including contract cheating) is where work is prepared or produced with or by others but then submitted for assessment as if it were the product of individual effort. Unless specifically instructed otherwise, all submissions for assessment must be a member's own work. (06/21)

88.2 All items submitted by a member for assessment must contain the following declaration:
Declaration
By submitting this work, I declare it is completely my own work, and any material taken from another source has been cited.