

THE CANINE ASSOCIATION
OF WESTERN AUSTRALIA (INCORPORATED)



REGULATIONS

SECTION 'R'
The REGISTER and REGISTRATIONS

Effective 1st July 2017
Latest Amendment October 2021

This document must be read in conjunction with relevant ANKC Ltd Regulations and other Regulations and Schedules as approved by the Association.

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Any breach of the regulations in this section is an offence (08/20)

SECTION R

This section is to be read in conjunction with ANKC Ltd Regulations Section 6 The Register and Registration and Section 10 National Prefix Register

R01 PREFIX

- 1.1 Only financial Ordinary members of an ANKC Ltd Member Body may hold a prefix.
- 1.2 After twelve (12) months of eligible membership of an ANKC Ltd member body, upon payment of the applicable fee, a member who owns a main registered bitch may apply for the registration or transfer of a prefix.
 - 1.2.1 Application must be accompanied by a completed Breeders Education Prefix Exam based on the current ANKC Guidelines for Breeders and relevant regulations. This does not apply when a member already holds a current financial prefix in WA in their name only.
 - 1.2.2 The applicant must obtain a pass mark in the Breeders Education Prefix Exam before any prefix is allocated.
 - 1.2.3 Where the applicant has been a member for twelve (12) months with an ANKC Ltd member body and already holds a prefix, they must obtain a pass mark in the Breeders Education Prefix Exam – Part A only – before the prefix is transferred from the other member body. **(08/18)**
 - 1.2.4 Only one prefix may be applied for and maintained by a membership.
- 1.3 A junior member can only hold a prefix in conjunction with an ordinary member. When a junior moves to ordinary membership they must pass the Breeders Education Prefix Exam before the prefix can be renewed.
- 1.4 No dog can be submitted for registration unless the breeder holds a prefix.
- 1.5 All prefixes are approved by the ANKC Ltd.
- 1.6 No person may use a prefix not registered in their name.
- 1.7 Prefixes are renewed annually by payment of a renewal fee.
- 1.8 Prefix transfers require the written consent of the current owner. All transfers are approved by the ANKC Ltd.
- 1.9 Upon renewal of joint prefix, proof of the financial status of the other party must be furnished with the application of renewal.
- 1.10 A prefix where renewal fees have not been paid for a period of less than five (5) years may be renewed by the person in whose name it was last registered on payment of all back fees and submission of successfully completed Breeders Education Prefix Exam – Part A only. **(07/19)**
- 1.11 Lapsed Members as per A11.2
 - 1.11.1 Lapsed members, with an unfinancial prefix, i.e. within five years of prefix expiry, may renew said prefix on submission of:
 - Membership fees as per Regulation A11.2.3
 - Successfully completed Breeders Education Prefix Exam – Part A only.
 - Back payment of outstanding Prefix renewal fees
 - 1.11.2 Lapsed members with an inactive prefix, i.e. in excess of five years of prefix expiry, must complete 12 months membership as per clause 1.2.
 - 1.11.3 Lapsed members applying for a new prefix, or not previously having held a prefix, must complete 12 months membership as per clause 1.2. **(07/19)**
- 1.12 Appeals against the rejection of a prefix are to be made through the member body to the ANKC Ltd in accordance with procedures in ANKC Ltd regulations.
- 1.13 A prefix cannot be transferred by or to members whose membership is suspended, disqualified or terminated. **(10/17)**

R02 REGISTRATION

All applications for registration must be on the official form with the prescribed fee and comply with:

- 2.1 Dogs whelped shall be eligible for registration by Dogs West provided that:
- 2.1.1 At least one of the registered owners of the dam is resident in Western Australia and is a member of the Association, irrespective of where in Australia the litter is born, except as in 2.1.2.
 - 2.1.2 where a prefix is jointly owned, registered and maintained in more than one State or Territory, the litter must be registered in the State or Territory in which the pups are born.
 - 2.1.3 the owner of the dam of the litter must:
 - be a financial member of an ANKC Ltd Member Body and
 - have a current financial ANKC Prefix at the dates
 - of mating and
 - of whelping and
 - of registration.
 - 2.1.4 the registered owner of the stud dog for the litter must be a financial member of an ANKC Ltd member body at the time of the mating.
 - 2.1.5 The service declaration on the litter registration form must be signed by the registered owner of the stud dog and provided to the registered owner of the dam.
- (03/20)**
- 2.2 All litters must be registered - registration after four months will incur a penalty fee.
- 2.3 No litter shall be accepted for registration after six (6) months from the date of birth without prior approval of the Administrative Officer.
- 2.4 The birth date of the whole litter shall be taken as the day on which the first puppy is whelped.
- 2.5 All puppies from the same litter must be registered at the same time.
- 2.6 All dogs to be registered must be from an ANKC main registered dam and a sire (or semen) which is registered in the ANKC Ltd's main register.
- 2.7 A breeder shall make application to register the puppies in a litter on Main or Limited Registers – the registration application must clearly indicate whether the dog is main or limited – if not nominated then on main.
- 2.7.1 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 recognised by the ANKC Ltd.
 - 2.7.2 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, and
 - (v) not registered on the main register
- 2.8 Dogs, except Greyhounds, must be named at the time of registration.
- 2.9 Registration of a Natural Bob Tail
For procedure to register a natural bob tail refer to ANKC Ltd Part 6 - 6.10.
- 2.10 DNA Parentage by DNA Test Results (ANKC 10/14, 6.6.1)
Where a registered breeder submits a litter application and subsequently, for whatever reason, makes a request to alter the pedigree of the progeny being registered, for example, to change the sire or dam from that submitted on the original application, then that registered breeder shall be required to obtain DNA Parentage Test Results which clearly identifies the correct sire and dam of each puppy in the litter in question, prior to registration.

All requested DNA test results must be provided.

All costs are to be borne by the breeder of the litter.

Refer R20 and ANKC Ltd Part 6 – Section 2 Testing of Dogs. (BOD 10/17)

- 2.11 A Member Body maintains the right to inspect any litter to ensure that the puppies are being registered as the correct colour/s and features in accordance with the Breed Standard and consequently on the correct register. Refer ANKC Part 6 – 6.2 Colours.

R03 NAMING OF DOGS

Refer to ANKC Ltd Section 6 Register & Registrations and Section 10 National Prefix Register.

- 3.1 The registered prefix of a breeder must be included in the name of every animal bred by him and such prefix shall be deemed to be part of the name in the following order:
Breeder's registered prefix,
Dog's name - which must be unique for that breeder
- 3.2 Once a name has been registered and duly recorded by the ANKC it cannot be changed except with the consent of the administrative officer. Application is to be made by the breeder within three months of registration with a rationale.
No alteration will be considered if the dog has competed or been bred from.
- 3.3 The administrative officer reserves the right to reject names deemed unsuitable.

R04 REGISTRATION OF THE PROGENY OF BREED VARIETIES

The Registration of the progeny of cross matings (size and coat type) are included in the ANKC Ltd Regulations Part 6 The Register and Registrations Section 9 Breed varieties – judging and interbreeding www.ankc.org.au

R05 CERTIFICATE OF REGISTRATION

- 5.1 When a dog has been accepted for any ANKC Register, a Certificate of Registration shall be issued by the Association to the registered owner.
- 5.2 The Certificate of Registration remains the property of the Association and should this be in dispute or required for any official matter, then it is to be surrendered upon demand by the Association.

R06 REGISTRATION OF FROZEN SEMEN – Local and Imported

- 6.1 Frozen semen previously not registered must be registered at the time of or prior to application for registration of a litter from that semen.
- 6.2 The following documentation will be necessary to be supplied at the time of registration of frozen semen:
- 6.2.1 Application form to reregister the dog (if imported);
- 6.2.2 A copy of a three generation pedigree (ie, including names and registration numbers) sent via email direct from the Controlling Body in the Country where the dog is registered to the relevant ANKC Ltd Member Body in Australia.
- 6.2.3 Photocopy of the ownership certificate;
- 6.2.4 Photocopy of the semen collection certificate;
- 6.2.5 Photocopy of DoA final clearance certificate (if imported).
- 6.3 Refer to ANKC Ltd Procedure for Registration of Frozen Semen for the relevant forms.

R07 REGISTRATION OF DOGS GOT BY ARTIFICIAL INSEMINATION

To be permitted to register in the ANKC Ltd database any dog born as a result of artificial insemination, the following Regulations apply.

A member using his own dog for the artificial insemination of his own bitches will be required to comply only with Regulation R6.1 - 6.3

7.1 Certificate of Use

(Form #3 refer ANKC Ltd Procedure for Frozen semen for the relevant forms)

7.1.1 The owner of a bitch inseminated must obtain from the veterinary clinic a Certificate of Use form giving the name, semen registration number, microchip number of the dog from which the semen was taken, also the name, registration number and microchip number of the female and date of insemination. This certificate must be signed on behalf of the clinic by the Veterinary surgeon who inserted the semen.

7.1.2 Whenever frozen semen is used, a copy of the Certificate of Use form is to be lodged within ten (10) days of insemination by either the owner of the semen, the owner of the inseminated bitch or the inseminating vet practice.
(BOD 10/17)

7.2 The certificates for the supplying of semen and use and practise of artificial insemination shall be sent to the Association with the litter registration. Separate certificates are to be supplied for each supply of semen and use of same.

7.3 A person shall state on the Combined Mating Certificate, Litter Record and Registration Form that the progeny in question was a result of artificial insemination and give all the particulars required.

7.4 All dogs used to supply semen for artificial insemination must be registered in a Stud Book or Register recognised by the ANKC Ltd.

R08 MULTIPLE SIRE LITTERS

8.1 Any breeder who has either intentionally or unintentionally used multiple sires over a bitch must, when applying to register the resultant litter, provide DNA test results undertaken by an authorised collector and submit the following documents together with the appropriate Service Certificates and Application for Registration: (BOD 10/17)

8.1.1 DNA Test certificate in respect of each of the sires used;

8.1.2 DNA Test certificate in respect of the Dam of the litter;

8.1.3 DNA Test certificates for each puppy in the litter. - all required to be tested at the same time which will indicate who the sire is of each puppy; and
8.1.4 a certificate given by a Veterinary Surgeon providing an interpretation of the results of the DNA Tests as to the correct parentage of the litter.

8.2 Registration of the litter concerned will be processed based on the results provided in the Veterinary Certificate.

8.3 All costs associated with obtaining the certificates required are to be borne by the breeder of the litter.

8.4 Any litter registration the result of a multiple sire mating will be considered to be one litter for the purposes of the dam's breeding record.

DOGS - RE-REGISTRATION

R09 IMPORTED DOGS

Refer ANKC Ltd regulations – Part 6 – Section 3

R10 REGISTRATION OF RACING GREYHOUNDS

All Member Bodies shall recognise registrations issued by the recognised Greyhound Racing Authority within that State/Territory. Owners must complete a re-registration application signed by the Greyhound Racing Authority and accompanied by a copy of the Greyhound Identification Card or Pedigree.

TRANSFERS AND EXPORT

R11 TRANSFERS

- 11.1 All applications to transfer a dog must be submitted on the Association's form.
A seller shall be responsible to transfer the ownership of a dog, when a dog is disposed. A completed transfer of ownership form to the new owner must be submitted by the seller to the Association within 90 days of change of ownership
Where it is agreed by the parties that the dog is to remain in the registered ownership of the seller, then a Non-Transfer agreement must be submitted by the seller on the approved form within 90 days of change of ownership.
- 11.2 A dog subject to a Non-Transfer agreement shall not be transferred to any other party while an agreement is in effect.
A Non-Transfer Agreement can only be cancelled on written request from all parties.
- 11.3 Transfers shall be signed by all registered owners unless a signatory authority is lodged with the Association.
- 11.4 No dog will be transferred to any person normally resident outside Australia unless an Export Pedigree Application is submitted.
- 11.5 An unbroken line of ownership must be established by the submission of a signed transfer on each occasion that a registered dog is transferred.
Where this line is broken, and a signed transfer cannot be obtained, the Administrative Officer may accept a statutory declaration as proof of transfer.
- 11.6. The seller shall be responsible for the completion and submission of the transfer form, including the name and address of the person to whom the dog is being transferred, and the date of transfer.
- 11.7 It is an offence to sign a blank transfer form, or to show an Australian address on a transfer form for a person normally resident outside Australia.
- 11.8. No dog shall be transferred while any registered owner is currently suspended, terminated or disqualified. **10/21**

R12 LEASE OF A DOG

- 12.1 The term of the lease of a dog shall be registered in the records of the Association.
- 12.2 If both parties are in agreement, a lease may be cancelled prior to the termination date of that lease, for a fee.
- 12.3 Any dog that is on lease cannot be transferred to any other party or exported overseas.
- 12.4 Ownership of a dog on lease will revert to the original lessor. 09/02
- 12.5 The conditions of the lease of a dog may be registered in the records of the Association. Arbitration will not be entered into by the Council on any lease agreement.

R13 TRANSFERS BETWEEN REGISTERS

- 13.1 A dog may be transferred between the Main Register and Limited Register on written application to the administrative officer subject to the following conditions-
- 13.1.1 A dog may be transferred from the Limited Register to the Main Register upon application in writing signed by the breeder and the registered owner of the dog.
- 13.1.2 A dog may be transferred from the Main Register to the Limited Register, *on one occasion only*, upon application by the registered owner.

R14 EXPORT OF DOGS

For the purpose of this section – the registered owner does not include a lessee.

- 14.1 Any person exporting a dog shall be an Ordinary Member of the Association.
- 14.2 A dog must be registered on the Main Register prior to export and shall not be exported except by the registered owner.
- 14.3 An Export Pedigree shall be provided for Main registered dog transferred to an overseas owner. The exporter is to complete all detail on the application for transfer and export pedigree. The address of the purchaser is to be the address to which the dog is exported.
- 14.4 Where a shipping agent is used, the registered owner remains liable for the requirements of the Regulations relating to Transfers and Exports.
- 14.5 Registered owners of dogs residing overseas can apply for an export pedigree. Dogs sold overseas as "pets" and for which documentation is subsequently sought are to be transferred and an export pedigree applied for by the exporter.

AGREEMENTS

R15 NON-BREEDING AGREEMENT

- 15.1 A dog registered on the Limited Register constitutes a non-breeding agreement.
- 15.2 A dog registered on the Main Register but with the annotation of “Not for breeding” constitutes a non-breeding agreement.
- 15.3 Non-breeding agreements lodged with the Association will be binding and failure to comply with an agreement will constitute a breach of the Regulations
- 15.4 The agreement is normally for the life of the dog but may be cancelled by the mutual agreement in writing of the current registered owner and the person who initiated the non-breeding agreement.
- 15.5 Any progeny conceived prior to the cancellation of the non-breeding agreement shall only be registered on the Limited Register with the notation ‘never to be upgraded’. (Amended ANKC 10/17, 6.1 – effective 01/01/18)
- 15.6 No transfer of the dog shall be registered unless and until the new purchaser has executed an agreement in identical terms to the existing agreement.
- 15.7 Cancellation of the non-breeding agreement may only be effected with the written consent of the originator of the initial agreement.
- 15.8 The agreement and subsequent cancellation may only be made on the Association's official form and shall be subject to such fees as Council determines.
- 15.9 In the event of an originator of a non-breeding agreement being uncontactable, application including supporting evidence may be made to the Association for consideration. **(08/18)**

DEFECTIVE ANIMALS

R16 NON-CONFORMING DOGS

The Main Register of the Association shall not include: -

- 16.1 Dogs that are totally blind or totally deaf; the owner may apply to be allowed to breed with the dog providing that Veterinary Certificates from two (2) qualified Veterinary physicians is presented to the Association certifying that the deafness or blindness cannot be considered to be in any way hereditary.
 - 16.1.1 Any dog for which veterinary proof cannot be provided for must be transferred to the Limited Register and marked “Never to be Upgraded”.
- 16.2 Male dogs that have been castrated or bitches that have been spayed can be transferred to the Main Register – Neuter.
- 16.3 Any male dog, which is not physically entire as, defined in Regulation R17 except:

- 16.3.1 Where a dog has had one testicle removed for any reason which cannot be considered hereditary, the owner may apply to be allowed to show and/or breed with the dog providing that a Veterinary Certificate is presented to the Association certifying the exact reason for the said dog having had a testicle removed and that the cause for its removal cannot be considered to be in any way hereditary and that the remaining testicle is normal in terms of Regulation R17.1.

R17 NON ENTIRE DOGS

- 17.1 Definition: An entire dog is one, which has two apparently normal testicles, relatively even in shape size and texture, visibly descended in the scrotum.
- 17.2 Main Register dogs over the age of twelve months, which are not physically entire, shall be transferred to the Main Register - Neuter or Limited Register.
- 17.3 Notification of Non Entire Dogs
The owner of any Main Register dog, which is not entire after the age of twelve months, shall immediately advise the Association of the defect. **(08/20)**

R18 CROPPED EARS

Refer to ANKC Part 5 – Section 9 – 9.6 to 9.11. **(08/14)**

IDENTIFICATION OF DOGS

R19 MICROCHIPPING

- 19.1 All dogs whelped in Australia must be microchipped prior to registration on the ANKC Ltd's Register.
- 19.1.1 It is the responsibility of the breeder to ensure that the microchip details of the puppy are recorded on a recognised National Registry within Australia. (ANKC 10/13 – 6.5.1)
- 19.1.2 Transfer of the microchip details to the new owner are the responsibility of the vendor in accordance with The Dog Act.
- 19.2 Any dog, which is the subject of any application, must have its microchip number recorded on the ANKC Ltd database prior to the application being processed.
- 19.3 Microchipping – Hereditary Diseases
- 19.3.1 All dogs shall be identified by a microchip prior to any testing for any hereditary diseases.
- 19.3.2 Where a hip/elbow dysplasia X-ray and/or genetic testing of any description is required, a confirmation of the microchip number is to be provided and included on any documentation for identification purposes.

R20 DNA TESTING OF DOGS

- 20.1 Where the Administrative Officer, Governing Council, Appeals Board or Protests and Disputes Tribunal forms the view that the identification or parentage of a litter or progeny is disputed or uncertain they may direct that DNA testing be carried out.
- 20.2 Where a member seeks a direction by the Council, Appeals Board or Protests and Disputes Tribunal that there be DNA testing carried out in respect of a litter or progeny that member shall:
- 20.2.1 notify CAWA in writing that DNA testing in respect of a particular litter or progeny is requested and state the reasons for requesting the test;

- 20.2.2 notify the owner of the litter or progeny in writing that DNA testing in respect of their litter or progeny is requested and state the reasons for requesting the test;
- 20.2.3 notify the owner of the dam of the litter or progeny in writing that DNA testing in respect of the particular litter or progeny is requested and state the reasons for requesting the test;
- 20.2.4 notify the owner of the sire of the litter or progeny in writing that DNA testing in respect of the particular litter or progeny is requested and state the reasons for requesting the test; and
- 20.2.5 prior to the testing being carried out pay to the Association the cost of the testing.
- 20.3 Not less than 14 days after receipt of a request in writing for DNA testing and confirmation of the notifications referred to in regulation R20.2.2, R20.2.3 and R20.2.4 the Council, Appeals Board or Protests and Disputes Tribunal may make directions for the DNA testing of a disputed or uncertain litter or progeny.
- 20.4 In all circumstances where DNA testing is directed by the Council, Appeals Board or Protests and Disputes Tribunal the owner of the disputed or uncertain litter or progeny, the owner of sire of the litter or progeny and the owner of the dam of the litter or progeny shall be notified in writing by the CAWA of the conditions under which the DNA testing shall be carried out.
- 20.5 Upon receipt of the results of the DNA testing the Council, Appeals Board or Protests and Disputes Tribunal shall:
 - 20.5.1 direct who is to pay the cost of the DNA testing; and
 - 20.5.2 direct what action is to be taken in regard to registration of the progeny or litter.
- 20.6 Failure to comply with a direction of the Council, Appeals Board or Protests and Disputes Tribunal pursuant to this regulation will constitute an offence under these Regulations.
- 20.7 Any dog whose identification is in dispute shall not be registered, or if registered shall be suspended until DNA tests have been completed.

DEFECTIVE ANIMALS - Reports

R21 NON ENTIRE DOGS

- 21.1 All dogs over the age of six months, which are not physically entire shall be reported in accordance with the following procedures:
 - 21.1.1 All dogs over the age of six months which are not physically entire shall be reported at any sanctioned event by the judge or vetting officer immediately to the Chief Steward by marking and signing the Judging Slip to that effect. The Chief Steward shall advise the exhibitor and with the agreement of the exhibitor, arrange to have the dog re-examined at the conclusion of judging.
 - 21.1.2 At the conclusion of judging the judge shall, in the presence of the Chief Steward and the handler, re-examine the dog and confirm the status of the entirety of the dog. Should the dog be found to be entire at this examination then the Chief Steward will report the incident, which should be noted, but no change to placings shall be made. Should the dog be confirmed as not being entire then the dog shall be reported in the Chief Steward's Report for appropriate action.
- 21.2 On receipt of such report the Association shall notify the owner by Certified Mail that:-
 - 21.2.1 The dog has been reported as being defective and state the reason.
 - 21.2.2 The dog will be transferred to the Main Register – Neuter or Limited Register 28 days after the date of mailing of this notice unless an objection is received in writing.
 - 21.2.3 The objection is to include a Certificate of Entirety from the Department of Veterinary Studies, Murdoch University, obtained at the owner's expense,

stating that the dog is physically entire as defined in Regulation R17.1, taking into account the age, size and breed of the dog, and there are no signs of any surgical or other artificial interference which is calculated to deceive or is capable of deceiving.

- 21.2.3.1 The Certificate of Entirety must positively identify the dog in question, by way of microchip number
- 21.2.4 No further progeny sired by the dog shall be registered unless and until the dog is certified entire as required in Regulation R21.2 above.
 - 21.2.4.1 Any dog under 12 months of age, which has been transferred in accordance with Regulation R21.2.2 above, may be reinstated on receipt of a certificate of entirety as laid down in Regulations R21.2.3 above.
 - 21.2.4.2 No dog over the age of 12 months who has been transferred under this regulation may be reinstated.
- 21.2.5 Should the owner of the dog not object or should the objection not be upheld by Governing Council then the dog shall remain on the Main register – Neuter or Limited Register .
- 21.2.6 Should the objection be upheld the veterinary fees may be claimed from the Association.

R22 DEAFNESS

- 22.1 Where there is sufficient cause to suspect a dog of being deaf the Association shall notify the owner by Certified Mail that the dog has been reported as being deaf, state the supporting evidence and advise that the dog's registration will be suspended forthwith until the requirements of the following paragraph are complied with.
- 22.2 The dog will be transferred to the Limited Register 28 days after the date of mailing of this notice unless an objection is received in writing accompanied by a certificate from the Department of Veterinary Studies, Murdoch University, obtained at the owner's expense, stating that the dog has passed the Baer Test for deafness, and is not considered to be deaf in terms of this regulation.

R23 DEREGISTRATION OF A DOG

Deregistration of a dog means that the dog shall be removed from the appropriate register.

- 23.1 The dog may not enter any sanctioned event conducted under the auspices of the Association.
- 23.2 Progeny of the dog may not be registered in the Association's purebred register.

R24 BREEDER TO KEEP RECORDS

- 24.1 Each breeder must keep a proper written record of his breeding operations in English, such record to include:
 - 24.1.1 registered name and number of each parent;
 - 24.1.2 date of mating;
 - 24.1.3 date of birth;
 - 24.1.4 number born in litter;
 - 24.1.5 name and number of puppies - males and females;
 - 24.1.6 microchip numbers of all puppies;
 - 24.1.7 to whom each puppy is sold and date of sale; and
 - 24.1.8 puppy sales receipts

- 24.2 The Association may require that such breeding records be presented. These must be supplied within ten working days – failure to do so will constitute a breach of the regulations.

R25 PUBLICATION OF LITTER REGISTRATIONS, EXPORTS and PREFIXES

- 25.1 Each member body is required to publish details of litter registrations in its monthly or bi-monthly journal or upload the details to their official website on a regular monthly basis.
- 25.2 Member Bodies are required to publish a list of national prefixes issued on a monthly basis, in their journal or upload the details to their official website on a monthly basis.
- 25.3 Member Bodies are required to publish export details in their journal or upload the details to their official website on a monthly basis.