

National Companion Pets Institute

Code of Conduct & Rules

23/07/2022

# Contents

1. Introduction	3
2. Membership	4
2.1 Membership Types	4
2.2 NCPI Member Obligations	4
2.3 Suspension of Membership	6
2.4 Termination of Membership	6
3.1 Breeder Membership	7
3.2 Stud Membership	8
3.3 Companion Membership	9
4.1 Breeder Member Obligations	10
4.2 Stud Member Obligations	14
4.3 Companion Membership Obligations	16
5. Compliance & Complaint Handling	17
5.1 Complaint Handling Process	17
5.2 Complaint Criteria	18
5.3 Raising a Complaint	19
5.4 Disciplinary Policy	19
5.5 Official Warning	20
5.6 Educational Warning	20
5.7 Compliance Inspection	20
5.8 Termination of Membership	20
5.9 Police & RSPCA	21
5.10 Legal Action	21
5.11 Monitoring Breeder Compliance	21
6.0 Registry	21
6.1 Registry Types	22
6.2 Registry Rules	22
6.3 Transferring Between Registries	23
6.4 Ownership	23
6.5 Companion Registry	24
6.6 General Registry	25
6.7 Stud Animals	25

### 1. Introduction

Our fundamental goal is to ensure family pets' health, wellbeing, ethical breeding, and treatment. We provide advice, advocacy, education, and registry services for breeders and those wishing to purchase their life companions.

We believe that a breeder imprints lifelong foundations of the animals they are breeding and raising. We believe this foundation sets the animal up for life to create strong bonds with their humans and other animals, reducing surrenders, rescues, and rehoming, taking pressure off the primary and other industries around Australia.

Our objective is to monitor and guide those who wish to breed for companionship and those purchasing companions from an NCPI registered breeder. We understand that breeding will continue to happen, with or without us. With the proper guidance and support, we hope we will alleviate some of the pressure being placed upon government bodies, Veterinary Practitioners, private rescues, and shelters by providing a platform where we ensure the breeding is done ethically with the interest of the animals in mind.

This handbook sets out the rules, policies, procedures, and framework under which National Companion Pets Institute ("NCPI") operates in Australia. As well as what is set out in this document, please be aware that your state or territory may have additional rules, codes of conduct, or legislation that must also be adhered to. This document underpins the minimum standards that a member of NCPI must abide by to keep their membership active and avoid disciplinary action from NCPI.

It is a condition of membership that you read this handbook and agree to be bound by the terms, rules, and policies set from here out.

### 2. Membership

- i) Membership with NCPI is not intended for every breeder. NCPI members are expected to uphold a genuine commitment to our ethical standards and be breeding to better the animals' health and temperament.
- ii) All members of NCPI <u>must</u> comply with the relevant local, state & federal laws and the codes of practice in place for their type of membership.
- iii) Submission of an application is considered as acceptance to NCPI's Policies, Codes & Rules. As well as acceptance to abiding by all relevant local, state & federal laws.

### 2.1 Membership Types

- NCPI offers several different membership types for a range of companion pet breeders
   & owners.
  - Breeder Membership (Single Applicant & Dual Applicant)
  - Stud Membership (For those who lease their animal)
  - Companion Membership (For Pet owners)
  - Breeding Animal Membership (Mandatory membership for all breeding animals)
- ii) Membership applications are available through our online form, or a paper copy application can be provided upon request.

# 2.2 NCPI Member Obligations

- i) All members of NCPI must comply with the relevant local, state & federal laws as well as the codes of practice, ethics, and rules in place for their membership type.
- No member of NCPI shall conduct themselves in a manner that would bring either themselves or NCPI into disrepute.
- iii) Members must refrain from making malicious or harmful statements about any other member or their animals.
- iv) No reference to NCPI should be made in any advertisement for an animal that has not been registered with NCPI.
- v) No animal shall be sold until the animal has been microchipped, health checked by a Veterinary practitioner, and has had preventative pest & parasite treatments.

- vi) All animals must be sold with a signed transfer of ownership & microchip documents.
- vii) All animals sold must be sold with a health declaration from a Veterinary practitioner.
- viii) When a breeder hands over possession of an animal, they must also provide information about the appropriate care of the animal, including but not limited to;
  - Diet information
  - Health information
  - Exercise requirements and the legal requirements for the owners of dogs & cats
     (If the breeder & purchaser reside in the same State or Territory).
- ix) Any known health issues or genetic defects <u>must</u> be disclosed to the potential owner before completing the sale of an animal.
- x) Any animal sold must be sold under a sales agreement. The sales agreement must include the following:
  - Details of the animal being sold (Name, Microchip Number, Sex, DOB, Breed,
     Colour, desexing status of the animal, parentage of the animal).
  - Details of the owner (Name, Mobile, Email).
  - Details of the purchaser (Name, Mobile, Email).
  - Details of vaccinations and vaccinations certificates.
  - Signed health check by a veterinary practitioner.
  - Details of preventative parasite and pest treatments given to the animal & dates the animal will require further treatments.
  - Details of NCPI's return & rehome policy.
- xi) The sales agreement must include a declaration that the health statements made by the breeder and Veterinary practitioner are true and correct.
- xii) The sales agreement must be signed by both the breeder and purchaser and dated with the date the purchaser took possession of the animal.
- xiii) Before receiving a deposit or selling an animal, NCPI members must screen prospective buyers for suitability. The member must advise the prospective buyer about the requirements and characteristics of the animal.

### 2.3 Suspension of Membership

- i) NCPI may, at any time without prior notice, suspend a member's membership.
- ii) In the event that a member is under investigation and does not respond to NCPI within 14 days, their membership will be suspended and not reinstated until the investigation has come to a close.
- iii) Suspension of membership does not change your membership's expiry or renewal date.
- iv) If a member does not respond to NCPI's requests for information within 14 days, the membership will be terminated.
- v) If membership expires while the member is suspended, the member will have 30 days to renew their membership once the suspension is lifted.

# 2.4 Termination of Membership

- i) NCPI may use its discretion at any time to terminate the membership of a member.
- At any stage in writing, A member may request to have their membership terminated.Requests to terminate membership are processed within 7 business days.
- iii) If an NCPI membership expires, the member will have 30 days to contact NCPI to arrange a manual renewal. If the member does not make contact within 30 days of their membership expiry, their membership will be terminated, and they will need to make another membership application.
- iv) NCPI will immediately terminate the membership of a member if there is a confirmed breach of any local, state, territory, or federal government legislation.
- v) NCPI may terminate a membership in line with the NCPI disciplinary policy.
- vi) Termination of membership does not entitle the member to a refund of any fees paid.
- vii) In the event of the death of an NCPI member, their membership will carry on in the name of the deceased member's estate. This shall only happen until all animals are sold, transferred, or rehomed. The estate is unable to renew the membership of a deceased member. Once all animals are sold, transferred, or re-homed the deceased member's membership will be terminated.

### 3.1 Breeder Membership

i) Breeder membership with NCPI is open to those over the age of 18 who breed both pure & crossbreed companion pets in an ethical manner. NCPI does not discriminate against hybrid breeds (crossbreed) as long as the animals bred are for the bettering of the health & temperament of the litter. There are some crossbreed animals that NCPI does not endorse at this stage. For more information on our approved breeds, please contact us.

### ii) Application Process

- 1. Before submitting an application with NCPI, you must read and accept all relevant NCPI Policies, Codes & Rules.
- 2. You must also read and accept any Local, State, Territory, or Federal government legislation, policies, and codes.
- 3. Submit either an electronic or hard copy application.
- 4. Payment of membership fee.
- 5. Verification of Identity.
- 6. Verification of breeding premises.
- 7. Assessment by NCPI.

#### iii) Breeder Membership Inclusions

- Community recognition of your commitment to ethical breeding.
- Promotion of your ethical breeding practices.
- Registered Breeder certificate and NCPI member identification.
- Access to a community of like-minded dog & cat breeders to facilitate the exchange of knowledge, experience, and information within the community.
- Advisory services & education provided by NCPI and its agents.
- Advocacy for breeders and companion pets.
- Access to restricted members-only sections of our website.
- Access to a range of programs and documents allowing you to stay compliant with government legislation and seamlessly manage your breeding programs.
- Exclusive discounts are only available to NCPI members for genetic testing through Orivet.
- Ability to register breeding animals.
- Ability to register your litters.

Use of NCPI trademarks, logos & names.

#### iv) <u>Dual Membership</u>

Those who wish to hold a dual membership can do so as long as both persons meet the criteria for an individual membership. Dual members must reside at the same address and must be over 18. An individual can convert their membership into a dual membership (at a cost) after approval of their individual application if they choose to do so. We recommend that you do this at the time of your initial application to avoid unnecessary administration fees if you are considering dual membership.

### 3.2 Stud Membership

i) Stud membership with NCPI is open to those over the age of 18 who wish to lease their animals for the purpose of mating.

#### ii) Application Process

- 1. Before submitting an application with NCPI, you must read and accept all relevant NCPI Policies, Codes & Rules.
- 2. You must also read and accept any Local, State, Territory, or Federal government legislation, policies, and codes.
- 3. Submit either an electronic or hard copy application.
- 4. Payment of membership fee.
- 5. Verification of identity.
- 6. Assessment by NCPI.

#### iii) Stud Membership Inclusions

- Community recognition of your commitment to ethical breeding.
- Promotion of your ethical practices.
- Registered Stud member certificate and NCPI stud member identification.
- Access to a community of like-minded dog & cat breeders to facilitate the exchange of knowledge, experience, and information within the community.
- Advisory services & education provided by NCPI and its agents.
- Advocacy for breeders and companion pets.
- Access to restricted member-only sections of our website.
- Access to a range of programs & documents allowing you to stay compliant with government legislation and manage your stud animals.

- Exclusive member discounts are available to NCPI members for genetic testing through Orivet.
- Ability to have a registered genetically cleared stud animal.
- Ability to breed stud animals with NCPI registered breeding animals.
- Use of NCPI trademarks, logos & names.

### 3.3 Companion Membership

i) Companion membership with NCPI is open to every dog & cat owner in Australia. A companion membership is a great way to show your commitment to your companion pet's ethical raising and care. Every animal breed and registered with NCPI will receive a free companion membership upon claiming their pet with NCPI.

#### ii) Application Process

- 1. Before submitting an application with NCPI, you must read and accept all relevant NCPI Policies, Codes & Rules.
- 2. You must also read and accept any Local, State, Territory, or Federal government legislation, policies, and codes.
- 3. Submit an electronic application.
- 4. Payment of membership fee.
- 5. Verification of identity & Pet's identity.
- 6. Assessment by NCPI.

#### iii) Companion Membership Inclusions

- Community recognition of your commitment to your companion's ethical upbringing and care.
- Registered companion certificate for your pet.
- Access to a community of like-minded dog & cat owners to facilitate the exchange of knowledge, experience, and information within the community.
- Access to members-only sections of our website.
- Advocacy for breeders and companion pets.
- Access to a range of programs & documents allows you to track your companion pet's growth.

### 4.1 Breeder Member Obligations

- i) All breeder members must read and adhere to all laws applicable to the keeping, breeding, and rearing of dogs & cats within their jurisdiction. A member's responsibility is to ensure they understand and are familiar with all local laws and the following NCPI policies.
- ii) NCPI requires its breeder members to adhere to the following:
  - a) NCPI members must <u>NOT</u> breed from a dog or cat younger than their veterinary practitioner's prescribed age for the animal. Minimum standards for smallmedium breed dogs should be no younger than 12 months and giant breeds no younger than 18 months. Cats should not be bred until at least their 3rd heat cycle.
  - b) NCPI members must <u>NOT</u> breed animals of the same direct bloodline (father/daughter, mother/son, brother/sister).
  - c) NCPI members must <u>NOT</u> sell their puppies or kittens to pet stores. We do not support the sale of animals in pet stores in any Australian State or Territory.
  - d) NCPI members must <u>NOT</u> breed their dogs or cats unless they have the proper facilities and time to devote to the rearing of the pups or kittens and maintaining the mother's wellbeing.
  - e) NCPI members must ensure whelping females have adequate space away from other animals allowing them to give birth in a comfortable non-stressful environment.
  - f) NCPI members must ensure that all whelping and living areas are cleaned three times daily.
  - g) NCPI members must ensure that adequate housing is available for their animals. This includes clean, weatherproof, and comfortable accommodation that meets the requirements of your local laws. All animals must also have space for offlead exercise, physical and mental stimulation as well as having their socialization and companionship needs met. For advice on the needs of your breed, we recommend consulting your Veterinary Practitioner.
  - h) NCPI members must ensure they have a separate isolation facility available if a dog or cat becomes ill. This can be a different room, pen, run, or crate. The isolation facility must comply with all Local government legislations.

i) NCPI members must ensure that if any dog or cat in their care shall become ill immediate professional attention is sought for this animal.

#### iii) Breeding Animals

- a) All breeding animals must be registered with NCPI.
- b) All breeding animals must have a health check by a veterinary practitioner and be cleared of any impediments before breeding. You must obtain and keep a copy of the vet report clearing the animal to breed before mating takes place.
- c) All breeding animals must have a health check by a veterinary practitioner at least once every 12 months (unless local law or veterinary practitioner advises more frequent examinations). Breeders must keep a copy of the animal's vet reports for a total 5-year period as NCPI compliance teams may require it.
- d) Breeding animals should not be bred more frequently than specific breed requirements or otherwise advised by your veterinary practitioner.
- e) Breeding animals registered with NCPI should be no older than 6 years old at the time of registration and have no more than 5 previous litters. If a breeding animal is over 6 years of age or has had 5 previous litters, you must have written permission from your Veterinary practitioner.
- f) A breeder is not permitted to own more than 8 fertile female animals, unless prior written consent is given by NCPI.
- g) No animal should be bred from if it is showing any defects or illnesses.
- h) Breeder members must keep records for a minimum 5-year period of the following:
  - Vet reports.
  - Genetic tests.
  - Vaccination records.
  - Periodic parasite prevention treatments.
  - Breeding records.

#### iv) Litters

- a) All puppies & kittens bred by NCPI members must be registered with NCPI.
- b) All puppies & kittens must be microchipped, wormed, flea treated, vet checked, and have their first vaccination (a record of this must be supplied to the new owner).
- c) A deposit is not to be taken on an animal until it has had at least one health check by a veterinarian practitioner. Expressions of interest are permitted.

- d) All puppies & kittens must only be sold if they are in good health to the best of the member's knowledge.
- e) All puppies & kittens with apparent physical defects may only be sold if the buyer states in writing that they are aware of such defects and the possible consequences these defects may have.
- f) No puppy is to leave a member's premises for its new home until it is a minimum of 8 (eight) weeks old.
- g) No kitten is to leave a member's premises for its new home until it is a minimum of 10 (ten) weeks old.
- h) Any animals being transported via road or air freight must be at least 10 (ten) weeks old and be cleared to do so by a veterinary practitioner.
- i) Breeders must supply the following to all new owners:
  - Relevant breed information (diet, parasite control schedule, microchip information, health information)
  - All health records for their pup or kitten.
  - NCPI Certificate (within 6 months of birth).
  - Proof of first vaccination.
  - Written health guarantee.
  - Where practical, ongoing support and advice for the life of the pup.
- j) All members must ensure they abide by their local laws in relation to the return & rehoming of sick or unwanted animals if these laws go above and beyond NCPI's return & rehome policy.

#### v) Animals with heritable defects & diseases

- a) If a breeder is made aware that a dog or cat they own, owned, have bred, or have bred from has been diagnosed with a heritable defect or disease or are provided with evidence that a dog or cat has been affected by a heritable disease, they must immediately stop breeding from the affected dog or cat until testing has been done on the animal.
- b) If testing confirms the animal is affected by a heritable disease or defect, the member must immediately contact NCPI and inform them.
- The animal must immediately retire from its breeding duties if known to carry a heritable disease or defect.
- d) If the litter of a diagnosed animal is still under the breeder's, care the litter must be tested for the disease or defect.

- e) If a litter is affected by a heritable disease or defect and the breeder has used a stud for mating, the breeder must immediately inform the owner of the stud animal used.
- f) If a litter is still in the breeder's care and is known to have a heritable disease or defect, a sale or euthanasia plan must be developed in conjunction with your veterinary practitioner.
  - If the offspring is to be sold, the breeder must provide all known details about the heritable disease or defect, and the likely outcomes for the puppy or kitten must be fully disclosed to the buyer.
  - A written agreement between the buyer and seller must be signed to acknowledge the disclosure of the hereditary disease or defect that the animal has.

#### vi) Return & Re-home

- a) If for any reason, the purchaser of the animal decides to return the animal within 72 hours of possession, the breeder must provide a 75% refund of the initial purchase price of the animal and take the animal back into their care.
- b) If the purchaser of the animal decides to return the animal within 21 days of taking possession, the purchaser must return the animal accompanied by a written and signed statement from a Veterinary practitioner stating that the animal is unacceptable for health reasons. The breeder must refund 100% of the animal's purchase price and take the animal back into their care.
- c) If an animal is diagnosed with, suffering from, dies, or is euthanized from a disease traceable back to the breeder, within 3 years of the purchaser taking possession of the animal, the breeder must refund 100% of the purchase price of the animal. The purchaser of the animal must provide statements and supporting documents that confirm the diagnosis of the disease and proof that it is traceable back to the breeder from their Veterinary practitioner.
- d) An alternate compensation method may be arranged when mutually agreed upon in writing by the breeder and purchaser.
- e) NCPI cannot recover any money owing, nor can we facilitate the return of an animal.
- f) If a breeder refuses to adhere to our Return & Rehome policy, their membership may be terminated immediately.
- g) It is recommended that if a breeder refuses to provide the aforementioned refund, the purchaser goes through the relevant State consumer body or the courts.

#### vii) Parasite & Pest control, Vaccinations, and titer testing

- a) Every animal under the care of an NCPI breeder must have up-to-date vaccination certificates and records. These certificates and documents must show who administered the vaccine, details of the vaccine (manufacturer, batch number), date the vaccine was administered and when the next vaccination for the animal is due. A Veterinary Practitioner must sign off these records.
- b) A copy of the test results and the Veterinary Practitioner's recommendation for further testing dates must be kept on file when titer testing is used.
- c) Parasite & Pest control prevention and treatment products must be used in accordance with either the manufacturer's recommendations or your Veterinary Practitioner's recommendation.

### viii) Euthanasia

- a) Euthanasia must be carried out by a Veterinary practitioner and must be carried out in a way that complies with all local & federal laws.
- b) Euthanasia should be a last resort when all other reasonable avenues have been exhausted.

## 4.2 Stud Member Obligations

- i) All Stud members must read and adhere to all laws applicable to the keeping, breeding, and rearing of dogs & cats within their jurisdiction. A member's responsibility is to ensure they understand and are familiar with all local laws and the following NCPI policies.
- ii) NCPI requires its stud members to adhere to the following:
  - a) NCPI Stud members must ensure the lessee does <u>NOT</u> breed from a dog or cat younger than the prescribed age their vet has advised for the animal. As a minimum small-medium breed dogs should be no younger than 12 months of age, and giant breeds no younger than 18 months. Cats should not be bred until at least their 3rd heat cycle.
  - b) NCPI Stud members must ensure they do <u>NOT</u> lease their animal until it has surpassed its prescribed age to breed.
  - c) NCPI Stud members must ensure the lessee does <u>NOT</u> breed animals of the same direct bloodline (father/daughter, mother/son, brother/sister)

- d) NCPI Stud members must ensure the lessee has the proper facilities and time to devote to the rearing of the pups or kittens and maintaining the mother's wellbeing.
- e) NCPI Stud members must ensure that the lessee provides adequate housing for the animals. This includes clean, weatherproof, and comfortable accommodation that meets the requirements of local laws. All animals must also have space for off-lead exercise, physical and mental stimulation as well as having their socialization and companionship needs met. For advice on the needs of your breed, we recommend consulting your vet.
- f) NCPI Stud members must ensure that if any dog or cat in their care becomes ill immediate professional attention is sought for this animal.
- g) NCPI Stud members are not to sell a puppy or kitten under this membership.
- h) NCPI Stud members must ensure that adequate housing is available for their animals. This includes clean, weatherproof, and comfortable accommodation that meets the requirements of your local laws. All animals must also have space for offlead exercise, physical and mental stimulation as well as having their socialization and companionship needs met. For advice on the needs of your breed, we recommend consulting your vet.
- NCPI Stud members must ensure a signed lease agreement is in place before the lessee takes possession of the animal.

#### iii) Stud Animals

- a) All animals the stud member intends to lease must be registered with NCPI as stud animals.
- b) All stud animals must have a health check by a veterinary practitioner and be cleared of any impediments before breeding. You must obtain and keep a copy of the Vet report clearing the animal to breed before leasing the animal.
- c) All stud animals must have a health check by a veterinary practitioner at least once every 12 months (unless local law or veterinary practitioner advises more frequent checks). Breeders must keep a copy of the animal's vet reports for a total 5-year period as NCPI compliance teams may require it.
- d) A Stud member is not permitted to own more than 8 fertile female animals unless prior written consent is given by NCPI.
- e) Stud animals are not to be bred more frequently than specific breed requirements or otherwise advised by your veterinary practitioner.
- f) Stud animals must not be leased if showing any defects or illness.

- g) All Stud animals must have genetic testing done for hereditary diseases and defects. The genetic test is to be done through Orivet unless written permission is granted from the Board of Directors.
- h) Stud members must keep records for a minimum 5-year period of the following:
  - Vet reports.
  - Genetic tests.
  - Vaccination records.
  - Periodic parasite prevention treatments.
  - Lease agreements.

### 4.3 Companion Membership Obligations

- i) All Companion members must read and adhere to all laws applicable to the keeping & housing of companion pets within their jurisdiction. A member's responsibility is to ensure they understand and are familiar with all local laws and the following NCPI policies for keeping companion pets.
- ii) NCPI requires Companion members to adhere to the following:
  - a) Companion members must provide adequate housing and shelter for their companion pets according to the mandatory minimums set out by their respective State or Territory jurisdiction.
  - b) Ensure their companion pet has a nutritionally balanced and appropriate diet for the companion pet's age, size, and breed.
  - c) Ensure that the companion pet is regularly groomed. This includes trimming of fur, cutting of nails (if canine), washing of coat & dental hygiene of the animal.
  - d) Ensure the companion pet has its daily exercise requirements met proportionate to the age, size & breed of the animal.
  - e) Ensure every effort is made to maximize social interactions with other animals and humans from a young age.
  - f) Ensure that all preventative parasite & pest control is being administered as recommended by your Veterinary practitioner or the manufacturer.
  - g) Ensure vaccination or titer testing is up to date in accordance with Veterinary Practitioner's advice.

### 5. Compliance & Complaint Handling

- i) Where a legitimate complaint is made about a current NCPI breeder, NCPI will do its best to investigate the matter reasonably.
- ii) NCPI will act fairly and objectively with each complaint. NCPI will impartially assess each complaint.
- iii) NCPI encourages anyone who has seen or experienced an issue first-hand to reach out. We believe these complaints to be a valuable source of feedback and are integral to our goals of ensuring breeder compliance and ethical animal ownership.

# 5.1 Complaint Handling Process

- i) NCPI will not accept a complaint from an anonymous source. All complainants must provide personal details to NCPI.
- ii) NCPI will only discuss a complaint via email or in writing. NCPI will never discuss a complaint over the telephone.
- iii) A complaint can be lodged either by using the complaints form on the website or by emailing NCPI.
- iv) Only complaints about a member breaching NCPI Terms, Code of Practice, Policies, or Rules can be handled by NCPI. Any animal welfare complaint should immediately be reported to the RSPCA, Local Council/Government, or the police.
- v) NCPI will gather all relevant information from the complainant and compile a case against the member. NCPI will cross-reference and collect information from third parties such as veterinary clinics, microchip databases, government records, and classifieds platforms.
- vi) If a complaint is raised about a member, this breeder will be contacted by email or post and notified of the complaint and its nature within 14 days.
- vii) NCPI will provide the member with any supporting documentation and the complaint brief. The member will be required to respond to the allegations and provide any supporting documentation within 14 days of receiving notification that a complaint has been raised.

- viii) All relevant information and documentation will be provided to the member for them to respond to the allegations.
- ix) Should the member not respond to the allegations within 14 days of NCPI making them aware of the complaint, the issue will be forwarded to the Board of Directors.
- x) Once the member has responded to the allegations, the complaint will be referred to the Director of Compliance or Board of Directors for disciplinary action.
- xi) NCPI will not become involved in civil disputes between breeders and purchasers.

  These are generally private matters that should be handled through the Courts or relevant State Fair Trading authority.
- xii) NCPI will refer all complaints that fall under the responsibility of the Police, RSPCA & Local Council to the relevant bodies within seven working days of receiving the complaint.

## 5.2 Complaint Criteria

- i) The complainant must provide the following before NCPI accepts a complaint:
  - a) Full Legal Name.
  - b) Contact details (Email, Phone number & address)
  - c) Complete details of the allegation.
  - d) Any documentation that may assist NCPI with its investigation into the complaint.
- ii) A complaint will not be accepted by NCPI if:
  - a) No substantial evidence is provided.
  - b) A third party is lodging the complaint.
  - c) The complainant is anonymous.
  - d) The complaint is not lodged through the proper channels.
- iii) If the complaint is regarding a puppy or kitten purchased from an NCPI member, the complainant must be the legal owner of the animal and provide proof of this.

### 5.3 Raising a Complaint

- i) When raising a complaint against an NCPI breeder, you must submit this complaint yourself via post, email, or the complaints form online. No complaints raised by a third party will be reviewed. All relevant information and evidence must be presented by the complainant when submitting the initial complaint with NCPI.
- ii) Before raising a complaint about an NCPI breeder, NCPI suggests making all possible attempts to resolve the issue with the breeder first.
- iii) Please understand that NCPI is unable to give any legal advice to either party. NCPI recommends seeking professional legal advice in situations that require this.

### 5.4 Disciplinary Policy

- i) NCPI understands that every situation can be different when it comes to non-compliance. NCPI has adopted a broad range of options when it comes to dealing with non-compliance issues. This allows NCPI to have the flexibility to respond in a manner that is both fair and proportionate to the seriousness of the matter.
- ii) Disciplinary actions are at the discretion of the Director of Compliance and the Board of Directors.
- iii) A member of NCPI may face disciplinary action if:
  - a) They are found guilty of an animal welfare offence.
  - b) They break any local or federal law.
  - c) They are in breach of NCPI Code of Practice, Terms & Conditions, Ethical Policies, or Rules.
  - d) They undermine the public confidence of NCPI.
  - e) They cause negative publicity for NCPI.
  - f) They harass, bully, stalk or intimidate an NCPI staff member, agent, or fellow member.

### 5.5 Official Warning

i) NCPI may issue an official warning to the member if there is evidence that policies or codes have not been adhered to. NCPI operates on a two-strike basis. If a breeder member incurs two official warnings, their membership will be terminated.

### 5.6 Educational Warning

i) Where there is evidence that a member is unaware of their obligations, NCPI may issue an educational warning. This is a non-official warning that will be recorded on the member's profile. The purpose of this warning is to help educate and inform members of their obligations. If a member continues to negate their obligations after this warning is issued, an official warning may be given to the member at the discretion of NCPI.

# 5.7 Compliance Inspection

NCPI may inspect the property of a member either when a complaint has been made or randomly as part of continued compliance monitoring. While an inspection is in progress, NCPI and its agents will act lawfully and safely. The purpose of a compliance inspection is to ascertain whether there are any breaches of NCPI policies or codes. The results of an inspection will determine if any further action is required against the member.

# 5.8 Termination of Membership

In cases where membership is terminated, the termination of the membership takes effect immediately. NCPI will either contact the member via email or registered post. Upon termination of membership, the member is to remove any references to NCPI, NCPI trademarks, NCPI logos, and NCPI numbers from all advertisements and posts (both online and offline). Failure to do so will result in NCPI taking legal action and requesting compensation through the Court system.

 NCPI will notify any relevant Local, State, or Federal Government body of the member's termination within seven days.

### 5.9 Police & RSPCA

i) If a member is committing an act of animal cruelty, is violent, fraudulent, or if there is concern of an animal welfare issue, NCPI will report the matter to the relevant authorities. If a member is reported to the authorities by NCPI, their membership will be terminated immediately. NCPI will assist these authorities, if necessary, to protect the animals and public.

### 5.10 Legal Action

 If an enforceable contract is breached or our legal team advises us, NCPI may undertake legal proceedings against a member.

# 5.11 Monitoring Breeder Compliance

i) As well as monitoring breeder complaints to enforce compliance, NCPI regularly monitors all known trading platforms both on and offline to ensure breeders are currently registered, are selling a breed they are registered to breed, are located in the general vicinity of the registered address and are complying with all relevant codes of practice and policies.

# 6.0 Registry

i) NCPI operates a national registry of breeding animals. Our aim in keeping this registry is to provide an effective tool that will assist companion pet owners in providing positive welfare outcomes and assist in the ethical treatment and breeding of these companion pets. Our registry allows for all health and breeding information to be recorded and tracked on the animal's profile, assisting in positive long-term outcomes for these companion pets.

### 6.1 Registry Types

NCPI operates four registries, General Canine registry, General Feline registry,
 Companion Canine Registry, Companion Feline registry.

### 6.2 Registry Rules

- A breeder who breeds a litter of dogs or cats with parents registered on the registry must also register the litter of companion pets on the registry.
- ii) The breeder member must register all companion pets bred by that member once they have been microchipped, wormed, flea treated, vet checked, and have their first vaccination. All companion pets in the same litter must be registered simultaneously using the same application form.
- iii) All litters must be registered with NCPI before they reach 6 months of age. Any litters registered after 6 months will incur an additional fee and be referred to the board of directors for approval.
- iv) No animal shall be entered into the registry without approval from NCPI.
- v) NCPI may refuse, suspend, or cancel a registration if the registration criteria are not met, or the truthfulness of the information provided is in doubt.
- vi) If a registration is suspended, the animal will be deemed not registered for the duration of the suspension.
- vii) NCPI may cancel an animal's registration and strike them from the registry records at the board of directors' discretion. An NCPI member must not breed any animal that has had a registration canceled.
- viii) Each animal on the registry will receive a registration number that will form part of the animal's name. This number will be used in correspondence from NCPI when referring to your animal.
- ix) Any mistake on the registry must be reported to NCPI within 14 days. If a mistake has been made on an application, an administration fee will be charged if the mistake has been made by NCPI or one of our agents, the rectification will be at no charge.
- x) NCPI may make variations or strike animals from the registry at the board of directors' discretion.

### 6.3 Transferring Between Registries

- i) An animal may be transferred between different registries throughout its lifetime. All transfers between registries are to be approved by NCPI.
- ii) An animal may transfer from the General registry to the companion registry if it has retired from breeding duties.
- iii) An animal may transfer from the companion registry to the general registry if the animal is entire. The owner has signed permission from the breeder, and the animal has been inspected by a veterinary practitioner and is deemed fit for breeding.

### 6.4 Ownership

- i) Before registration on the registry, the breeder must provide sufficient evidence of their ownership over the animal. This includes but is not limited to;
  - Council registration documentation.
  - Microchip registry documentation.
  - Statutory declaration from your Veterinary practitioner confirming the animal's microchip number and your ownership of the animal.
  - The original contract of sale with breeders ID and signature.
- ii) If a legitimate ownership dispute arises over a registered animal, NCPI will immediately suspend the registration of that animal. Until such time NCPI is satisfied that the dispute has been resolved. NCPI will not be involved in any civil disputes regardless of their nature.
- iii) In order to transfer the ownership of an NCPI registered animal, the new owner must claim ownership and apply to transfer the ownership. It is not the breeder's responsibility to transfer ownership with NCPI.
- iv) An application to transfer an animal's ownership on the General registries must be approved by the board of directors.
- v) All NCPI breeders must provide new owners with their registration certificate before the animal reaches 6 months of age. This will allow prompt transfer of ownership from the breeder to the new owner.

vi) All NCPI members must provide the new owner of the companion pet a signed copy of the contract, a signed health guarantee, breed-specific information, companion registration certificate, and copies of the animal's veterinary health records.

### 6.5 Companion Registry

- i) The purpose of the Companion Feline Registry & the Companion Canine Registry is to record the birth and health records of all companion pets bred by an NCPI breeder.
- ii) It is a requirement to register all offspring of any NCPI registered breeding animal on the respective companion registry. The registration of this offspring must be done within 6 months of the offspring's birth.
- iii) All animals registered on the companion registry must be microchipped, wormed, fleatreated, vet checked, and have had their first vaccination.
- iv) In order to register a companion on this registry, both the Sire & Dam or King & Queen must be registered on the General Registry.
- v) You must be the registered owner of the Dam or Queen at the time of whelping to register their offspring on this registry.
- vi) When registering an animal on the companion registry, the breeder will need to fill out the online registration form and provide the following for each animal they are registering on the companion registry;
  - Microchip documentation provided by the implanter.
  - Veterinary practitioner documents proving first vaccination & general health check.
  - Sire & Dam or King & Queen registration numbers.
  - Any mandatory DNA evidence.
  - Stud agreement & service certification. (If applicable)
- vii) NCPI may make variations or strike animals from the registry without notice at the board of directors' discretion.

### 6.6 General Registry

- i) The purpose of the General Feline Registry & the General Canine Registry is to record the health, mating & whelping records of all breeding animals owned by an NCPI breeder. Registration on this registry does not constitute pedigree certification.
- ii) It is a requirement to register all breeding animals with NCPI on the respective species-specific general registry. This registration must be done within 3 months of NCPI granting membership. If the breeding animal is purchased after membership has been granted, the animal will need to be registered within 3 months of acquisition.
- iii) All animals registered on the general registry must be microchipped, wormed, fleatreated, vet checked, and have had all species-specific vaccinations.
- iv) You must be the registered owner of the animal to register it on the general registry.
- When registering an animal on the general registry, the breeder will need to fill out the online registration form and provide the following for each animal they are registering on the general registry;
  - Local council, state, or territory proof of ownership documents.
  - Microchip identification.
  - Veterinary practitioner report confirming the animal is fit for breeding.
  - 5 profile images of the animal (both sides, front facing, rear facing & topdown)
  - Any mandatory DNA reports.
- vi) NCPI may make variations or strike animals from the registry without notice at the board of directors' discretion.

### 6.7 Stud Animals

- i) All stud animals must be included in their species-specific General Registry. No stud animal is to be registered on any companion registries.
- ii) All agreements to use Stud services must be documented and signed by both parties.
- iii) NCPI will only accept the registration of offspring onto the companion registries from the owner of the Dam or Queen.

- iv) A certificate of service is to be provided to the owner of the Dam or Queen once mating has taken place. Both parties are required to sign a certificate of service provided by the Stud owner to certify that mating has taken place.
- v) An NCPI member must not include any contractual provisions in their agreement that prevent the certificate of service from being signed by the stud animal owner and provided to the owner of the Dam or Queen within 24 hours of mating.
- vi) NCPI will not become involved in any dispute that arises between a stud member and a breeder member. Members must take it upon themselves to mediate and achieve an agreeable outcome.