REGULATIONS PART XIII
CODE OF ETHICS

Adopted June 1995
Redrafted June 2013

This Part incorporates Regulations of Dogs Australia
National Code of Practice of Responsible Dog Ownership
https://dogsaustralia.org.au/media/9966/da_cop_jul-23.pdf

Reference to "Dogs Australia" herein is a reference to the Australian National Kennel Council Limited (ABN 77 151 544 679) trading as Dogs Australia

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Amended	*July 2020*
Amended	*August 2020*
Amended	*September 2020*
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REGULATIONS

PART XIII - CODE OF ETHICS

1. A Member, or their Agent, shall, at all times, ensure that all dogs under that Member's control are properly housed, fed, watered, exercised and receive proper veterinary attention, as and when required.

2. A Member shall permit any person authorised in writing by the DOGS NSW Secretary, pursuant to a resolution of the Board of Directors, to enter and inspect any premises owned or occupied by the Member for the purpose of investigating compliance with Clause 1 of this Code. During the conduct of the inspection **(04/23):**

    a. all registered members of the Kennel prefix shall be notified of the proposed inspection;

    b. a link to all relevant publications and instructions shall either be included in the notice or attached to the hard copy advice;

    c. each Member shall also be allowed a support person for the duration of the inspection;

    d. the Member will permit the authorised person to record any necessary details by photographs; and

    e. should the Member give permission for the authorised person to record any necessary details by tape or video, that member shall also be allowed to record by tape or video for that same duration. **(04/23)**

        (i) Where a dog is kept at premises other than the address nominated for the prefix and where the consent of another person or entity is required for a kennel inspection to be undertaken, pursuant to Clause 2 of this Code, the member must obtain consent for such kennel inspection from the person or entity in possession or control of the premises at which the dogs being used for breeding pursuant to the Members prefix are kept.

        (ii) Where a bitch whelps her litter(s) at premises other than the address nominated for the prefix and where consent of another person or entity is required for a kennel inspection to be undertaken, pursuant to Clause 2 of this Code, the member must obtain **written** consent for such kennel inspection from the person or entity in possession or control of the premises at which the bitches are being whelped, pursuant to the member's prefix, are kept. **(03/26)**

2.1 A Member shall permit any person, authorised in writing by the DOGS NSW Secretariat to inspect any dog owned by the Member for the purpose of confirming compliance with DOGS NSW Regulations Part I-The Register & Registration, Section 23: Inspection of Dogs. During the conduct of the inspection **(04/23):-**

    a. all registered members of the Kennel prefix shall be notified of the proposed inspection;

b. a link to all relevant publications and instructions shall either be included in the notice or attached to the hard copy advice;

c. each Member shall also be allowed a support person for the duration of the inspection;

d. the Member will permit the authorised person to record any necessary details by photographs; and

e. should the Member give permission for the authorised person to record any necessary details by tape or video, that member shall also be allowed to record by tape or video for that same duration. **(04/23)**

(i) Where a dog is kept at premises other than the Member's address, as recorded on the National Database, and where the consent of another person or entity is required to undertake the inspection of a dog, pursuant to DOGS NSW Regulations Part I-The Register & Registration, Section 23: Inspection of Dogs, the Member must obtain **written** consent for such inspection of the dog from the person or entity in possession or control of the dog. (06/19)

3. Non-compliance with Regulations 1 or 2 of this Code is deemed to be misconduct.

4. A Member commits to compliance with both the Prevention of Cruelty to Animals Act 1979 and the Companion Animals Act 1998 and their related Regulations, and the NSW Animal Welfare Code of Practice – Breeding Dogs and Cats so far as those Acts and Regulations relate to animal cruelty and welfare. **(10/21)**

(i) A Member commits to compliance with all New South Wales and Federal Bio Security Legislations and Regulations and warrants that the member is not aware of any matter, thing or circumstance relating to a Bio Security risk that does or may impede and or prevent a kennel inspection pursuant to Clause 2 of this Code.

(ii) In the event that a member becomes aware of any Bio Security risk that may prevent or impede a kennel inspection pursuant to Clause 2 of this Code, then the member must immediately, upon becoming aware of such a Bio Security risk, notify the Board of Directors of the Bio Security risk preventing kennel inspection and, thereafter, the member shall comply with all directions and requirements of the Board of Directors to manage the Bio Security risk and, if applicable, undertaking remediation of the Bio Security risk.

(iii) Where the Board of Directors is made aware of a Bio Security risk in respect of a property or premises used by a member for the purpose of the keeping or breeding of dogs that may impede or prevent kennel inspection or that may present a risk to the keeping or breeding of dogs, then the Board of Directors may, in its absolute discretion, suspend the right of the member to breed and or keep dogs at the premises or property until the member has provided to the Board of Directors satisfactory evidence from a suitably qualified Bio Security Consultant that the identified Bio Security risk no longer presents a risk to the keeping and or breeding of dogs.

5. A Member, or their Agent, shall not allow any dogs which are registered in that Member's

name, to roam at large and when away from home, must ensure that they are kept fully leashed or under effective control at all times.

5.1 A Member, or their Agent shall not allow any dogs which are registered in that Member's name to participate in any Dog Sports that train a dog to attack. **(10/24)**

6. A Member shall breed only with the intent of maintaining and/or improving the standard of the Breed and the health, welfare and soundness of their dogs by having regard to the following: -

(i) by being the holder of a financial ANKC Registered Prefix; and **(10/17)**

(ii) by striving to reduce the incidence and severity of the known hereditary diseases within their dogs and their breed. **(06/22)**

(iii) A Breeder shall make every reasonable effort to ensure that dogs produced do not suffer from any disorder that severely impacts their sight, breathing, ability to move freely or that is otherwise detrimental to their long term health and wellbeing.

7. A bitch shall not be bred from unless it is in good health and has reached adequate maturity and, in any case, no matings shall be permitted before the age of 18 months for bitches of Breeds specified in the Schedule of Adequate Maturity for Giant and Large Breeds below or before the age of 12 months for any other breed. Any litter resulting from the mating of a bitch under the minimum specified age at the time of mating is only eligible to be registered on the Limited Register and flagged "not to be upgraded to the Main Register". **(05/21)**

Schedule of Adequate Maturity for Giant and Large Breeds as listed below **(05/21)**:-

Alaskan Malamute	Labrador Retriever (**effective 01/01/2020)**
Bloodhound	Mastiff
Bullmastiff	Neapolitan Mastiff
Cane Corso **(11/13)**	Newfoundland
Deerhound	Pyrenean Mountain Dog
Dogue de Bordeaux	Rottweiler
German Shepherd Dogs	Schnauzer (Giant)
Great Dane	St Bernard
Irish Wolfhound	Tibetan Mastiff

(Submissions for any additions to the above classifications must be in writing to the Secretary DOGS NSW and will be considered by the Board of Directors.) **(05/21)**

8. *Deleted **(05/22)***

9. A Member shall not breed a bitch that results in it whelping more than twice in two (2) years without the prior written approval of a Veterinary Surgeon. If a Certificate of Fitness dated prior to mating cannot be supplied at the time of registration of the litter, this will result in all progeny being registered on the Limited Register and marked "never to be upgraded"
AND
The Member will be subject to disciplinary action under the current penalty regime.

Note: The relevant form can be accessed via the following link on the DOGS NSW Website *(form-26-certificate-of-fitness-2018.pdf (dogsnsw.org.au))*. Alternatively, a Veterinary Certificate which identifies the bitch by microchip is acceptable. (12/23)

9.1 Where a bitch has produced three (3) litters within a period of two (2) years, the bitch will be required to rest for a minimum period of twelve (12) months from the date of the last litter. **(04/26)**
AND
Any breach of this requirement will result in disciplinary action. (04/26)

10. A Member shall not breed a bitch that results in a third litter in 18 months without the prior written approval of a veterinary surgeon AND the permission of the DOGS NSW Board of Directors. If a Certificate of Fitness dated prior to mating and written permission of the Board of Directors, permitting the breeding, cannot be supplied, at the time of registration of the litter, this will result in all progeny being registered on the Limited Register and marked "never to be upgraded". **(03/26)**
AND
The Member will be subject to disciplinary action under the current penalty regime. (03/26)

11. A Member shall not breed a bitch that results in it whelping more than five (5) times for litters whelped after 1 January 2025. **(06/24)**

A breach of Clause 11 will result in all progeny of the litter being registered on the Limited Register and marked "never to be upgraded", **(06/24)**
AND
The Member will be subject to disciplinary action under the current penalty regime. (06/24)

12. A Member shall not breed a bitch that has had two deliveries by caesarean section without prior veterinary certification of fitness for further breeding. **(03/26)**

13. A Member must not breed with a bitch that has had three deliveries by caesarean section. **(03/26)**

14. A Member shall not conduct or permit mother/son, father/daughter or brother/sister matings. Puppies born as a result of such matings will not be registered on the Main Register. **(26/10/23)**

15. All bitches eight (8) years of age and over at the time of a mating must have a current veterinary certificate stating that the bitch is in good health at the time of breeding. This certificate must be presented at the time of registration of the litter resulting from this mating. A current veterinary certificate is defined as being within three (3) months prior to the mating.
Note: The relevant form can be accessed via the following link on the DOGS NSW Website *(form-26-certificate-of-fitness-2018.pdf (dogsnsw.org.au))*. Alternatively, a Veterinary Certificate which identifies the bitch by microchip is acceptable. (12/23)

16. A Member shall not knowingly permit the mating of any dog or bitch which is not registered on the Main Register of ANKC Ltd or with an organisation on the listing of ANKC Ltd Recognised Working Dog Associations/Kindred Bodies as being eligible for registration on the Sporting Register. **(07/13)**

17. A Member shall not knowingly permit any of that Member's pure bred dogs to be mated to a dog of a different breed, to a cross-bred dog, or to any unregistered dog of the same breed or to a dog not on the Main Register unless:-

    i) such mating is for the health, welfare and/or the development of a breed or an aspect thereof; and

    ii) The Member has obtained the prior approval of the Board of Directors.

    The prohibition against crossbreeding contained in this clause shall not apply to guide and working dogs.

18. All Members must register all litters bred by them, either alone or jointly with another. Registration of a litter must be effected within 6 months of the date of whelping. For the purposes of this clause "litter" includes all puppies that are living at the date of registration of the litter. A Member shall register all puppies in a litter at the same time and on one form of application for Registration of Litter.

19. **(06/26)** Bitches in late gestation, active labour and while caring for puppies during the neonatal period must be provided with an indoor quiet, clean, safe and hygienic whelping area appropriate to the breed, size and stage of life of the bitch and puppies.

    19.1 The whelping area must provide adequate environmental temperature control appropriate to the age and developmental stage of the puppies and the physiological needs of the bitch.

        19.1.1 Heating and cooling methods may include air conditioning, heaters, heat pads or heat lamps.

        19.1.2 Neonatal puppies must have access to a warmer microenvironment during the neonatal period.

        19.1.3 Ambient temperature within the whelping area should generally be maintained at 24–25°C for the comfort of the bitch, whilst puppies must have access to additional localised warmth where required.

        19.1.4 Puppies must have access to localised warming areas that allow

movement towards or away from the heat source.

19.1.5 The bitch must have access to a cooler area away from the heat source to allow normal thermoregulation.

19.1.6 Litters must not be whelped in an outdoor exercise area where there is no formal structure that can house a suitable whelping area and provide adequate temperature control and protection from external weather extremes.

19.2 Temperature monitoring must occur within the whelping area to ensure appropriate environmental conditions are maintained for both the bitch and puppies.

19.2.1 Environmental temperature must be easily checked using an appropriate monitoring device.

19.2.2 Heating and cooling devices must be checked during each husbandry check and no less than every twelve (12) hours to reduce the risk of overheating, dehydration, burns, injury or equipment malfunction.

19.2.3 Monitoring frequency should be increased during active labour and throughout the neonatal period due to the increased risk of temperature-related illness and neonatal mortality.

19.3 Whelping boxes must be appropriately sized for the breed and individual bitch, allowing the bitch to comfortably lie on her side, stretch and nurse puppies.

19.3.1 Whelping boxes should not exceed three (3) times the height of the bitch at the withers in floor space, so as to reduce the risk of puppies becoming separated from the bitch or being unable to benefit from maternal body heat.

19.3.2 Whelping box design must allow the bitch to comfortably enter and exit the enclosure whilst safely containing the puppies. Ideally, one side of the whelping box should be height adjustable to facilitate access by the bitch whilst maintaining puppy containment.

19.4 Whelping boxes must be constructed of materials that are safe, easily cleaned and disinfected, adequately ventilated and free from hazards likely to injure the bitch or puppies.

19.4.1 Whelping boxes must contain flooring surfaces. Flooring surfaces must be easily cleaned and disinfected or regularly replaced to maintain hygiene standards.

19.5 Whelping boxes should contain pig rails or similar protective barriers to reduce the risk of puppies being crushed against the walls of the enclosure by the bitch.

19.6 Appropriate bedding and material must be used within the whelping area.

19.6.1 Bedding must be clean, dry, absorbent and appropriate to the age and developmental stage of the puppies.

19.6.2 Bedding should provide suitable traction and footing to assist normal musculoskeletal development and reduce the risk of swimmer puppy syndrome or limb deformities associated with slippery surfaces.

19.6.3 Loose fibre, frayed or unsafe materials likely to pose an ingestion, entanglement or injury risk must not be used.

19.7 The bitch and litter must be monitored no less than twice daily during the neonatal period.

19.7.1 Monitoring frequency should be increased and should occur during active whelping and the first 72 hours postpartum due to the increased risk of hypothermia, dehydration, crushing and neonatal mortality.

19.8 Breeders should maintain records relating to whelping and neonatal care including, where practical:-

19.8.1 birth times;

19.8.2 puppy weights at least once daily;

19.8.3 abnormalities or interventions;

19.8.4 neonatal illness or mortality, including treatments and outcomes;

19.8.5 maternal health and behavioural observations.

19.9 Pregnant bitches, whelping bitches and neonatal puppies must be housed in a designated whelping area separated from unrelated dogs, other animals and unnecessary disturbances to minimise stress, injury and disease transmission.

19.9.1 Whelping areas should be physically separated from unrelated dogs and other animals during late gestation, active labour and throughout the neonatal period.

19.9.2 Separation methods may include separate rooms, barriers, pens, controlled access areas or other management practices appropriate to the premises.

19.9.3 Separation arrangements should minimise direct contact between neonatal puppies and unrelated animals.

19.9.4 Whelping areas should be located in a quiet, low traffic area with controlled access to reduce stress and unnecessary disturbance to the bitch and litter.

19.9.5 Unnecessary environmental stressors including excessive noise, handling, unfamiliar people and excessive activity should be minimised.

19.10 Whelping areas, equipment and husbandry practices must minimise the risk of disease transmission and maintain an appropriate hygienic environment for the bitch and puppies.

19.10.1 Appropriate cleaning and disinfection protocols should be implemented to minimise disease transmission.

19.10.2 Equipment including bowls, bedding, heat sources and cleaning equipment should be cleaned and disinfected between litters and when visibly soiled.

19.10.3 Equipment should not be shared between isolated litters unless appropriately cleaned and disinfected.

19.10.4 Bedding, flooring and other environmental surfaces should be maintained in a manner that minimises contamination with urine, faeces and other biological waste.

19.10.5 Cleaning products and disinfectants used within the whelping area should be used according to manufacturer recommendations and stored in a manner that prevents access by dogs and puppies.

19.10.6 Visitor and animal access to whelping areas should be managed to reduce infectious disease risk until puppies reach eight (8) weeks of age or have commenced their vaccination program, whichever occurs later.

19.10.6.1 Visitor access should be minimised during periods of increased infectious disease risk, particularly during late gestation and from birth until puppies have commenced their vaccination program.

19.10.6.2 Access to whelping areas should be restricted to essential persons where practical.

19.10.6.3 The male dog must not routinely have unrestricted access to the whelping area during active labour and the neonatal period.

19.10.6.4 Access by unrelated dogs and animals should be minimised during late gestation and until puppies have commenced their vaccination program.

19.10.6.5 Where multiple litters are housed on the same premises, reasonable measures must be implemented to minimise unnecessary contact between litters during the neonatal period.

20. A Member shall include their DOGS NSW Membership Number in an advertisement placed in any form of media, or on any sign whatsoever, that advertises a dog or puppy for sale whether for payment or not. Such quotation shall be in the form "DOGS NSW Member xxxxxxxxxx". **(11/19)**

21. A Member shall not release from their care, by sale, any puppy under eight (8) weeks of age **(03/20)**. Puppies must be microchipped and vaccinated prior to leaving that Member's care.

22. A Member shall ensure that all persons acquiring dogs from that Member clearly understands their responsibility for the care and welfare of the animal and that they have the time and facilities (ie, adequate fences, sufficient room and proper shelter, etc) to perform their obligations.

23. A Member must provide to all new owners of dogs sold or rehomed by that Member, written details of all dietary and immunisation requirements and/or appropriate publications relating to responsible dog ownership and breed specific information; and **(05/21)**

    (i) the breeder must provide Veterinary treatment history for any Veterinary intervention and any known defects and the impact of such defects on the quality of the long term health and well-being of the puppy being rehomed. (**08/26)**

    (ii) the breeder must provide copies of all relevant health testing results of the sire, dam and puppy where genetic testing has been carried out. **(05/21)**

    (iii) where Litter Registration Limitations are applicable, copies of Sire's and Dam's relevant health certificates must be available at the time of sale or rehoming. **(05/21)**

24. A Member shall not:-

    (a) Supply any dog to commercial dog wholesalers or retail pet dealers. **(07/14)**

    (b) Allow a dog owned by that Member to be given as a prize or donation in a contest of any kind.

    (c) Offer a dog for sale by auction through any form of media.

    (d) Offer for sale a non-ANKC registered or recognised dog or puppy using their DOGS NSW membership number or any reference to being a DOGS NSW Member. **(04/19)**

25. A Member shall ensure that within 30 days of the date of sale or transfer of a dog to another person that documents, as required by the DOGS NSW Regulations Part I, are provided to the new owner of the dog. **(05/21)**

26. Upon the sale or transfer of a dog a Member shall supply the new owner with a current vaccination certificate signed by a Veterinary Surgeon evidencing that the dog has been immunised against Canine Distemper, Hepatitis, and Parvo Virus along with microchip documentation.

27. Members shall at, or prior to, the sale or transfer of a dog provide to the purchaser or transferee written notice of any medical condition, disease or injury from which the dog is suffering. It is a defense to any complaint against a Member for contravention of this Clause if the Member proves that it was not reasonably practicable for the Member to know that the dog was suffering from the medical condition, disease or injury at the time of sale or transfer. It is recommended that members obtain a receipted copy of any notice given pursuant to this Regulation. **(05/18)**

28. A member exporting a puppy must comply with all current requirements of the Australian Department of Agriculture. Whilst puppies can be exported at an age that is permitted under the relevant livestock import regulations of the country to which they are being imported, it is recommended that weaned puppies younger than twelve (12) weeks of age not be exported, and that they receive at least 2 core vaccines at least 4 weeks apart. **(04/16)**

29. A Member shall not KNOWINGLY misrepresent the characteristics of the breed.

30. A Member shall not engage in false or misleading advertising relating to the conformation, characteristics or performance of that Member's dog and shall only advertise a dog's name with the inclusion of titles awarded and registered on the ANKC Ltd database at the time of lodgement of the advertisement.

31. A Member who provides or makes available a dog for use in a film, advertisement, promotion, any media or public display must use reasonable care to ensure that:

    (a) the dog is portrayed in a fashion consistent with its breed characteristics and temperament as described in the Standard for the breed; and

    (b) the dog is presented in a fashion that is unlikely to create a negative reaction to dogs generally or that breed in particular and that if there is any likelihood of a negative impression, this is at the same time corrected through the development of a story line that presents the dog or the breed (as appropriate) in a balanced fashion.

32. The Member must keep records and make those records available to any person authorised, in writing, to DOGS NSW Secretary pursuant to resolution of the Board of Directors as follows:-

    (i) All registration papers for all dogs owned, co-owned or leased by the member, including microchip details. Where applicable, copies of the same to be made available if required. **(10/18)**

    (ii) Evidence of current vaccinations, worming, heartworm, flea and tick treatment/preventative, for all dogs owned or controlled by the Member. This could include Veterinary records that should be made available if required. **(07/20)**

    NOTE (08/20): Refer also DOGS NSW Code of Practice/Record Keeping Information Booklet which can be viewed via the following link:-
    https://www.dogsnsw.org.au/media/uxpeutlt/code-of-practice-record-keeping-info-booklet-13-jan-2021.pdf

In accordance with the AWCOP under POCTA, records, ie, evidence in the form of an electronic or kennel diary, are to be retained for a minimum of a three (3) year period, detailing the following information pertinent to each dog owned:-

- Breeding history
- Vaccination status
- Dates of routine treatment schedules for internal and external parasites
- Additional veterinary treatments sourced through veterinary records.

VACCINATIONS

- Puppy vaccinations must be carried out by a registered veterinarian or under the direct supervision of their assistant during the course of a veterinary examination in order for the vaccination certificate to be valid at point of sale. **(04/25)**
- Core Vaccines (C3) cover life threatening diseases, such as distemper, hepatitis, parvovirus.
- Non-core vaccines cover diseases that may arise and are useful in response to an outbreak or high risk area - includes Kennel Cough, Tetanus, Leptospirosis, Corona Virus, etc.
- Titre Testing is acceptable in place of a C3 vaccination in older dogs (from 4-5 years) for core diseases (Distemper, Hepatitis and Parvovirus) and if showing a positive response do not need to re-vaccinate or re-Titre Test for 3 years. **(08/20)**

RECOMMENDED VACCINATION SCHEDULE

Vaccination C3:

1st 6-8 weeks of age
2nd 10-14 weeks of age
3rd 16-18 weeks of age
4th 12-15 months of age and every 3-4 years thereafter.

Non-core vaccinations, eg, Kennel Cough, relatively short acting vaccination requiring annual inoculation to be administered in response to an outbreak or high risk situation such as subject to accommodation in a Boarding Kennel.

WORMING TREATMENTS

Heart Worm:

May be administered daily, monthly or annually (SR-12 injection) according to product dosage.
Recommended dosage to commence at 8 -12 weeks of age and maintained for life.

Internal Parasites: Hook and Round Worm

Commencing at 2-3 weeks of age, repeated every 2 weeks until 8 weeks of age. Thereafter monthly until adulthood.
Adults – Repeat every 3-4 months treating for hook worm, roundworm, whip and tapeworm. (*If monthly flea control treatments are being administered, tapeworm treatment is usually not required.)*

External Parasites:
Tick control treatments – where necessary to be administered 3 monthly or monthly in those areas where the ticks are prevalent.
Flea control treatments - where necessary to be administered monthly or 3 monthly where fleas are prevalent.

Vermin control - Vermin such as cockroaches or mice and rats are to be eradicated with the appropriate safe compounds to maintain the kennels free of vermin and ensure that dogs are not directly exposed to the chemicals used.

(iii) All breeding records for all litters bred by the Member, whether single or in partnership, in the past five (5) years. **(10/18)**

(iv) All records of all stud services of the Member's dogs, used or bred in partnership in the past five (5) years. Where applicable, copies of the same to be made available if required. **(10/18)**

(v) All records of animals sold or leased for the past five (5) years. **(12/16)**

(vi) A record of all dogs owned, co-owned or controlled by the Member not residing at the Members nominated address. **(10/18)**

33. *Previously numbered "29" - Deleted **(08/20)***

34. A Member commits to compliance with the requirements of NSW Fair Trading. **(10/17)**

35. A Member must abide by and comply with the DOGS NSW Bullying Prevention and Management Guidelines Statement adopted by Amendment on the thirteenth day of December 2023. **(12/23)**
https://www.dogsnsw.org.au/media/cjemzst2/dnsw-bullying-prevention-management-guidelines-statement-dec-2023.pdf

A breach by a Member of the Bullying Policy shall be deemed to be misconduct for the purposes of Regulations Part XI-Inquiries, Investigations & Appeals ("Inquiries Investigations & Appeals") and the Board of Directors may refer conduct in breach of the Bullying Policy to Inquiry or Mediation, pursuant to Sections 3 and/or 3A of Inquiries Investigations & Appeals. **(09/19)**

36. No member has permission to contact Dogs Australia directly. **(12/22)**