



# THE WORKING KELPIE COUNCIL OF AUST INC.

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## BREEDERS' DIRECTORY RENEWAL FORM

I/We hereby apply for a Breeders' Directory listing.

I/We declare that the dogs being used for breeding are or have been used for commercial livestock management CI 4.1.22

I/We agree to abide with the Breeders' Directory By-laws for the time being in force.

I/We agree to co-operate to the best of my/our ability with the Council and my/our fellow breeders in the production and supply of quality workers for the Pastoral Industries. AND abide by the conditions outlined in Clauses 5.2 to Clause 5.1.3.7

I/We understand that **I am/ We are obliged to register every eligible** litter bred during and lodge transfer of ownership for those not retained for my/our own use.

**I/We attach a list of the dogs currently being used in the stud, together with a brief description of their working style and temperament.**

I/We attach cheque, money order, cash for \_\_\_\_\_ Please debit my/our account \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Stud Name: \_\_\_\_\_ Tattoo Symbols: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No \_\_\_\_\_ Mobile No: \_\_\_\_\_

Email \_\_\_\_\_ Website Address: \_\_\_\_\_

Breeders Directory fees \$25.00: \*Listing & Advertising (Advertising in The Bulletin and the WKC Webpage as required)

\$15.00 ½ year January - June \_\_\_\_\_ OR July to December \_\_\_\_\_

"Locate a Breeder" listing (\$25.00pa) details are restricted to:

Name, Stud Name, Address, postcode - plus. Telephone Number email and Website address Cross out what you **do not** want listed.

Print the completed form then sign it and Fax it to the WKC. Fax 02 9894 2140

**THE WORKING KELPIE COUNCIL OF AUST. INC.**  
**BREEDER'S DIRECTORY BY-LAWS**

adopted 16th July, 1988 Revised and reprinted.19/10/2014

**1. INTERPRETATIONS:**

- 1.1 "W.K.C." means the Working Kelpie Council of Australia Incorporated.
- 1.2 "Breeders' Directory" means the W.K.C. Breeders directory.
- 1.3 "Breeders Directory listing" means the list of financial and approved breeders supporting the W.K.C. and for which an additional fee has been paid.
- 1.4 "Breeders Notes" means the data submitted for free publication within the W.K.C News Bulletin and the "Breeders Notes" Webpage (By-law amended 17/11/2013)
- 1.5 "Board" means the members who were duly elected at the preceding Annual General Meeting of the Working Kelpie Council of Australia Incorporated.

**2. BREEDERS' DIRECTORY RULES AND REGULATIONS:**

- 2.1 The W.K.C shall establish a Breeders Directory of approved breeders who are bound by the Breeders' Directory rules for the time being in force.
- 2.2 The Board shall have the absolute control in compiling the Breeders' Directory and shall have the power to add to, review or delete from the existing list each year at a Board meeting.
- 2.3 Space shall be provided in each issue of W.K.C. News Bulletin for sole use of the breeders, listed on the W K C Breeders' Directory, to advertise W.K.C registered Kelpies which are for sale, lease, loan or placement as gift. Listings must be submitted on the approved form, or identical format, complete with registration numbers of the parents of any stock being offered. Descriptive remarks excluding the required details of date of birth, colours, Sire and Dam, shall be limited to 80 words per listing. (By-law amended 17/11/2013)
- 2.4 Copy of the Breeders Notes published in each months WKC News Bulletins will be posted to the WKC's "Breeders Notes" Web page free of charge (By-law amended 17/11/2013)
- 2.5 All breeders, other than those on the provisional list, who are interested in being on the Breeders Directory must be Governing members of the Council.
- 2.6 No breeders of less than five (5) years standing shall be entitled to a listing other than in a provisional or intermediate capacity.
- 2.7 Opportunity shall be made for recommended Associate and/or Junior Members with accredited stock to be placed on the Breeders' Directory in a provisional or intermediate capacity.
- 2.8 Provision shall be made for transfer of provisionally listed breeders to intermediate status or intermediate listed breeders to full status listing subject to application and compliance of the conditions for the time being in force.
- 2.9 Application for a full status, intermediate or provisional Breeders' Directory listing OR annual renewal of a listing, shall be on the prescribed form together with a list of the dogs currently forming the Stud and accompanied by the applicable fee, and the acceptance of the clauses set out below
- 2.10 The Board reserves the right to accept or reject any application for a Breeders Directory listing and the reserves right to remove a Breeders name from the Directory without assigning any reason therefor.
- 2.11 Breeder must hold a W.K.C. recorded prefix and tattoo symbols and own or have access to suitable canine tattooing equipment.
- 2.12 In the "Breeders Notes", "Breeder Directory" and "Locate a Breeder" Webpage some breeders have external links to their Website. These links are provided as a convenience and as a information resource only; they do not constitute an endorsement or an approval by the WKC of any of the dogs, services or opinions of the relevant breeder. The Breeder agrees the WKC bears no responsibility for the accuracy, legality or content of the external site or for that of subsequent links (by-law added 17/11/2013)

**3. GUARANTEE:**

- 3.1 Unless stated in writing to the contrary Breeders listed on the W.K.C. Breeders' Directory are obliged to guarantee to replace, or refund the purchase price of, a pup which fails to develop a desire to work by the age of 12 months or which exhibits an inherited physical condition which affects its ability to work subject to the following conditions:-
  - 3.1.1 The dog or pup is returned in good order and condition at the buyers expense OR other mutually agreed to conditions are fulfilled.
  - 3.1.2 In the case of demise, or necessary euthanasia by a qualified person, that the cause of the loss can be associated with exposure to or the existence of a condition prior to the time of dispatch. In this circumstance the breeder reserves the right to request the claim be accompanied by a certificate signed by a registered Veterinarian or other suitably qualified person.
  - 3.1.3 It can be established that whilst under 'guarantee' the pup/dog had been properly housed, handled, fed and routinely treated for internal and external parasites and protected by routine vaccination against commonly associated diseases such as Canine Distemper.
  - 3.1.4 It can be established that the pup/dog was given adequate exercise, training and opportunity to develop its inherited working instinct or in the case of started or broken in dogs they were given adequate time and opportunity to adjust to the new environment.
- 3.2 Breeders shall have the right to refuse to guarantee their stock however notice to this effect must be included within the text of any advertisements appearing in the "Breeders Notes".
- 3.3 In the "Breeders Notes", "Breeder Directory" and "Locate a Breeder" Webpage some breeders have external links to their Website. These links are provided as a convenience and as a information resource only; they do not constitute an endorsement or an approval by the WKC of any of the dogs, services or opinions of the relevant breeder. The Breeder agrees the WKC bears no responsibility for the accuracy, legality or content of the external site or for that of subsequent links (by-law added 17/11/2013)

**4. BREEDERS DIRECTORY LISTING REQUIREMENTS:**

- 4.1 An applicant must submit the appropriate fee and make application for a listing or renewal of listing on the W.K.C. Breeders' Directory on the prescribed W.K.C. form & signify willingness to comply with the special requirements set out under CI 4.2 and sub clauses

- 4.2 State their W.K.C. recorded prefix and tattoo symbols.
- 4.2.1 Declare the dogs are or have been used for commercial livestock management or have been WKC approved or tested for a natural inherited ability to work effectively and supply a list of the dogs from which they plan to breed or are breeding together with details of their pedigree, working style and temperament AND Declare that if granted a renewal of their ;listing
- 4.2.1.2 they agree to co-operate, to the best of their ability, with the Council and their fellow breeders in the production and supply of quality workers for the Pastoral Industries. AND agree to avoid
- 4.2.1.2.1 unfounded criticism of other members or breeders dogs.
- 4.2.1.2.2 the slander or defamation of other members and / or breeders
- 4.2.1.2.3 actions or business practices which may result in dishonour upon the WKC; their fellow member and / or breeders and the dog breeding industry in general
- 4.2.1.2.4 agree to comply with the terms of the Code of Welfare for Australian Livestock Working Dogs adopted by the WKC.
- 4.2.1.3 they agree to take responsible action to reduce the incidence of hereditary diseases in the breeds. <by-law adopted 18th June.1999>
- 4.2.1.4 they agree that if there is a control program, approved by the WKC, for disease(s) known or considered to be inherited, they will participate in and comply with the requirements of a control program. Provided that the screening procedure or test for an hereditary disease has been:-
- 4.2.1.4.1 Scientifically validated AND IS
- 4.2.1.4.2 Reliable
- 4.2.1.4.3 Readily available
- 4.2.1.4.4 Cost effective <by-law adopted 18th June, 1999.>
- 4.2.1.5 they agree to individually tattoo and / or microchip identify every eligible pup and W.K.C register every eligible litter bred and lodge application or transfer to new ownership for those not retained.
- 4.2.1.6 they agree to abide by terms of the W.K.C guarantee, as set out in these Rules unless they specifically advise the W.K.C. and their clients, in writing, to the contrary.
- 4.2.1.7 they agree to publically acknowledge their membership of the WKC when promoting their Studs. <by-law adopted.18th June, .1999>
- 4.2.1.8 they acknowledge that failure to comply with the Breeders Directory Rules and Regulation can result in cancellation of their listing. <by-law adopted 18th June, 1999>

4.3 In the "Breeders Directory" and "Locate a Breeder" Webpage some breeders have external links to their Website. These links are provided as a convenience and as a information resource only; they do not constitute an endorsement or approval by the WKC of any of the dogs, services or opinions of the relevant breeder. Breeder agrees the WKC bears no responsibility for the accuracy, legality or content of the external site or for that of subsequent links (By-law adopted 17/11/2013)

## 5 APPLICATION FOR OR RENEWAL OF BREEDERS DIRECTORY LISTING.

*Applicant must submit the appropriate fee and fill in the Application for renewal form*

- 5.1 State their W.K.C. recorded prefix and tattoo symbols.
- 5.2 Reaffirm the that their dogs are or have been used for commercial livestock management or have been WKC approved or tested for a natural inherited ability to work effectively and list any changes or additions to the dogs currently in the Stud together with details of their pedigree and brief description of their working style e.g Paddock, Yard, Utility and temperament
- 5.3 Reaffirm that: agree to abide by the requirements set out in the Breeders Directory by-laws. Clauses 4.2 to 4.2.1.8 inclusive.
- 5.3.1 that they agree to co-operate, to the best of their ability, with the Council and their fellow breeders in the production and supply of quality workers for the Pastoral Industries. CI 4.2.1.2
- 5.3.2 they agree to take responsible action to reduce the incidence of hereditary diseases in the breeds and if applicable comply with the requirements set out under clauses. 4.2.1.3 - 4.2.1.4.4.
- 5.3.3 they agree to individually tattoo and / or microchip identify every eligible pup and W.K.C register every eligible litter bred and lodge application for transfer to new ownership for those not retained.
- 5.3.4 they agree to acknowledge their membership of the W.K.C. when promoting their Stud.
- 5.3.5 they agree to abide by terms of the W.K.C guarantee, as set out in these Rules, unless they specifically advise the W.K.C and their clients, in writing, to the contrary.
- 5.3.6 they understand that their failure to comply with the Breeders Directory Rules and Regulations can result in cancellation of their Breeders' Directory listing
- 5.4 In the "Breeders Directory" and "Locate a Breeder" Webpage some breeders have external links to their Website. These links are provided as a convenience and as a information resource only; they do not constitute an endorsement or approval by the WKC of any of the dogs, services or opinions of the relevant breeder. Breeder agrees the WKC bears no responsibility for the accuracy, legality or content of the external site or for that of subsequent links (By-law adopted 17/11/2013)

## 6 BREEDERS NOTES.

- 6.1 Space shall be provided in the W.K.C. News Bulletin "Breeders Notes" for listing by financial members, of Kelpie dogs for sale, lease, loan or placement as outright gift and space permitting notice of dogs available for Stud service.
- 6.2 The text of any advertisements submitted for publication is the prerogative of the breeder who shall be held directly responsible for any actions arising from the inclusion in the News Bulletin, on the WKC Internet Home page or distributions in response to request for information by persons outside the W.K.C. membership. <by-law amended 18th June,1999>
- 6.3 Listings must be submitted on the approved form, or identical format, complete with registration numbers of the parents of any stock being offered. The descriptive remarks excluding the required date of birth, colours, Sire and Dam etc is restricted to no more than 80 words per listing. If not guaranteed this condition must be noted. <by-law amended 17/1/93>

- 6.4 The W.K.C. will distribute copy of the current "Breeder's Notes" to anyone enquiring to the Council for names and addresses of breeders with stock available as well as a copy of the names and addresses of all breeders currently listed on its Breeder's Directory.
- 6.5 The W.K.C. will include copy of each month's W.K.C. Breeder's Notes on its Internet Home page free of charge <by-law adopted 18th June, 1999>
- 6.6 The WKC reserves the right to reject or modify advertisement wording considered to be contrary to the best interests of the WKC, its breeders and its services to the pastoral industries (By-law added 22/5/2006)
- 6.7 In the "Breeder's Directory" and "Locate a Breeder" Webpage some breeders have external links to their Website. These links are provided as a convenience and as an information resource only; they do not constitute an endorsement or approval by the WKC of any of the dogs, services or opinions of the relevant breeder. Breeder agrees the WKC bears no responsibility for the accuracy, legality or content of the external site or for that of subsequent links (By-law adopted 17/11/2013)

## **7 ALTERATION, ADDITIONS OR DELETION OF BY-LAWS**

- 7.1 The Board reserves the right, following due notice to all elected Board members, to adopt any additional by-laws deemed necessary and to amend or delete any of the by-laws set out above. By-laws amended, updated and reprinted 19/10/2014

IMPORTANT NOTE: BREEDERS DIRECTORY RENEWAL is dependant upon the receipt of a completed Renewal form