



CODE OF ETHICS
FOR THE
AMERICAN COCKER SPANIEL CLUB OF CANADA

January 1, 1993

This code is presented for the members of the A.C.S.C.C. who are breeders or owners of American Cocker Spaniels. This embodies two of the foremost aims of the A.C.S.C.C. namely, the welfare and improvement of the breed and the promotion of the interest of the American Cocker Spaniel Club of Canada.

An ethical breeder is constantly aware of the underlying responsibilities to the breed and conducts all related activities as follows:

1. **COMMUNITY RELATIONS**

Members should ensure that their dogs are not a nuisance to their neighbors or the community in general and that they are properly controlled, inoculated, licensed and supervised at all times. Members should try to do all they can do to foster good relations between dogs, their owners and the community.

2. **BREEDING PRACTICES**

General

Before deciding to produce a litter, the breeder considers the possibility of properly placing puppies that cannot be kept by the breeder. It is also recommended that no conscientious breeder, breeds, co-breeds more than 4 litters a year.

Health

The breeder keeps all stock under sanitary conditions and gives maximum health protection through worming, inoculations and annual veterinary examinations.

Selection of Breeding Stock

The breeder must ensure that all breeding is carried out with the Canadian Kennel Club standard in mind.

The breeders use only healthy adult dogs and bitches of at least 18 months of age and who have had a minimum of two (2) eye examinations. Both parents must be found of sound temperament.

In consideration of the aim of the overall improvement of the breed, the breeder must decline any breeding when the presence of any undesirable or potentially debilitating genetic or behavioral trait is known or suspected in either the sire or the dam. As a minimum requirement, all breeding stock **must hold**: a current annual certificate of examination from a Diplomat of the American College of Veterinary Ophthalmology (D.V.C.V.O.)

OR

A current annual certificate of examination from a member of the Canadian Association of the Veterinary Ophthalmologists (C.A.V.O.) indicating no evidence of inherited eye diseases or functional abnormalities of the eye.

It is desirable that the hips be X-rayed for certification by either O.F.A. (Orthopedic Foundation for Animals) in the U.S. – dog must be at least 2 years old; O.V.C. (Ontario Veterinary College in Guelph) – dog must be at least 18 months old. Blood work should be conducted (e.g. V.W.D., factor 10, thyroid) and clearances received before proceeding with the breeding.

The breeder spaces the litters of any bitch by allowing a maximum of two (2) consecutive litters and a maximum of three (3) litters within five (5) consecutive years.

Registration

The breeder registers all breeding stock with the Canadian Kennel Club and keeps accurate records of the mating and pedigrees.

Advertising

All advertising is factual. It is not so worded as to be misleading or misrepresentative to attract undesirable buyers or to encourage the raising of American Cockers merely as a commercial venture.

SALES

General:

The breeder does not supply puppies or adult dogs to pet stores, commercial dealers, for raffles, give-away prizes or other such projects. The breeder of American Cockers, permits stud service and leases studs or bitches only to individuals who give satisfactory evidence that they will give them proper care and attention and who are in accordance with this Code of Ethics. All dogs used for breeding / presented for breeding, should be screened closely as to quality, background, (pedigree), inheritable defects, genetic disorders etc.

Minimum Guarantee

The breeder sells American Cockers, permits stud service and leases studs or bitches with a minimum written guarantee which outlines the obligations and responsibilities of both seller and purchaser regarding the purchase arrangements, fees, breeding/non breeding conditions of sale, replacement or refund guarantees, health guarantees, including guarantees covering genetic defects which may leave offspring unable to function

normally for the purpose originally sold. The written guarantee must clearly state the maximum time limit for all terms of the guarantee.

Sale of Puppies

The breeder provides buyer with written details of feeding, general care, dates of worming and a certificate that all inoculations given. The breeder should provide buyers with a four (4) generation pedigree and the results of hip, eye and blood work carried out on the sire and dam of the puppy being purchased.

All puppies leaving the breeder's possession are at least eight (8) weeks old. The cost of all puppies sold includes the cost of registration, transfer of ownership, non-breeding agreement, etc.

Non-Breeding Agreements

All American Cocker Spaniels sold as pet puppies are to be sold on a **NON-BREEDING AGREEMENT** basis using the C.K.C. form #201E REV3/1982. It is also recommended that all pet puppies be sold on a spay/neuter contract with the spaying and neutering having been done by six (6) months of age.

The breeder shall not charge the buyer a fee to cancel the C.K.C. Non-Breeding Agreement, except for reimbursement of the applicable C.K.C. fees.

Conduct

The breeder makes available to the novice, the benefit of his/her knowledge, experience, advice and service.

At all times, members conduct themselves in a manner which reflects credit upon themselves, the Club and the breeder. When confronted by a situation not covered by this Code of Ethics, the actions of the Club members reflect the treatment of the Club member would expect under similar circumstances.

COMPLAINTS

All accusations, complaints or charges against any Club member that allege non-compliance with the Code of Ethics, must be submitted in writing and by registered mail to the Board of Directors, c/o the Club Secretary. Complaints or charges against any Club Member will only be considered if accompanied by a detailed affidavit, including the name of the individual of the kennel accused in the complain; a list of substantiating witnesses to the alleged offense; and a deposit of \$25.00. The deposit will be returned if

the complaint of charge is substantiated otherwise the deposit is forfeited and placed into club funds.

DISCIPLINE

Any member who is suspended from the privileges of the Canadian Kennel Club automatically shall be suspended from the privileges of this Club for a like period.

Upon receipt of the complaint, charges or accusations, the Secretary shall promptly send a copy of the charges to each member of the Board or present to them at a Board meeting and the Board shall first consider whether the actions alleged in the charges, if proven, might constitute conduct prejudicial to the best interests of the Board and Club. If the Board considers that the charges do not allege conduct which would be prejudicial to the best interest of the Club or of the Breed, it may refuse to entertain jurisdiction. If the Board entertains jurisdiction of the charges, it shall fix a date of hearing by the Board or a Committee of not less than three (3) members of the Board, no less than three (3) weeks nor more than six (6) weeks thereafter. The Secretary shall promptly send one copy of the charges to the accused member by registered mail, together with a notice of the hearing and an assurance that the defendant may personally appear in his / her own defense and bring a witness, if he / she wishes.

BOARD HEARING

Should the charge be sustained after hearing all evidence and testimony presented by complainant and defendant, the Board or Committee may, by a majority vote of those present, penalize the defendant by reprimand or a fine or suspend the defendant from all privileges of the Club for no more than six (6) months from the date of the hearing, or until the next annual meeting, if that will occur after six (6) months. Also if it deems that punishment is insufficient, it may also recommend to the membership that the penalty be expulsion.

Immediately after the Board or Committee has reached a decision, its findings shall be put in written form and filed with the Secretary. The Secretary, in turn, shall notify each of the parties of the decision and penalty, if any.

Any person so reprimanded, suspended or expelled, shall have the right to appeal the decision of the Board.

Expulsion, when imposed, shall terminate membership permanently. Suspension, when imposed, automatically deprives the member of the privileges of the Club for the period ordered.

No penalty of any kind shall be imposed until such penalty has been agreed upon by unanimous vote of the Board.