

Scottish SPCA's Assured Puppy Breeder Scheme – Terms and Conditions

This document outlines the Terms and Conditions that govern your participation in and membership of the Scottish SPCA Assured Puppy Breeder Scheme. Please note that this forms part of your contract with the Scottish SPCA.

Your membership of the Scottish SPCA Assured Puppy Breeder Scheme is dependent on your compliance with these Terms and Conditions. If you do not comply with these Terms and Conditions, we are entitled to terminate your participation in the Assured Puppy Breeder Scheme.

In order to become a member of the Assured Puppy Breeder Scheme, you are also required to comply with the Scottish Government's Code of Practice for the Welfare of Dogs. This is a publicly available document, and a link to the document is available on the Assured Puppy Breeder Scheme website.

1. Definitions

In these Terms and Conditions:

'Animal Welfare Legislation' means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of animals and animal welfare including (but not limited to) the Breeding of Dogs Act 1973, the Breeding of Dogs Act 1991, the Breeding and Sale of Dogs (Welfare) Act 1999, the Licensing of Animal Dealers (Young Cats and Young Dogs) (Scotland) Regulations 2009 and the Animal Health and Welfare (Scotland) Act 2006;

An **'Applicant'** means any person who is applying to join the Scottish SPCA's Assured Puppy Breeders Scheme but has not yet been confirmed as an Assured Puppy Breeder;

An **'Assured Puppy Breeder'** means any person who has been accepted as a member of the Scottish SPCA's Assured Puppy Breeders Scheme;

A **'Buyer'** means anyone who is purchasing or receiving a puppy from a Scottish SPCA Assured Puppy Breeder;

An **'Inspection'** means an event during which an Inspector visits the premises of an Assured Puppy Breeder or an Applicant for the purposes of assessing compliance with the Terms and Conditions set out herein;

An **'Inspector'** means a Scottish SPCA Inspector who is authorised by the Scottish Ministers to enforce the Animal Health & Welfare (Scotland) Act 2006 and is the only person responsible for carrying out Inspections;

A **'KC Assured Breeder'** means any person who is an active member of the Kennel Club Assured Breeder Scheme;

A **'Licenced Breeder'** means any person who is an active licenced breeder registered with a local authority;

A **'Puppy'** means any dog being sold by an 'Assured Puppy Breeder';

The **'Scheme'** means the Scottish SPCA's Assure Puppy Breeders Scheme;

The **'Scottish SPCA'** means The Scottish Society for the Prevention of Cruelty to Animals, a company limited by guarantee incorporated in Scotland (company number SC201401) and having its registered office at Kingseat Road, Halbeath, Dunfermline, Fife, KY11 8RY;

and The **'Scheme Standards'** are the standards of Puppy breeding and animal welfare that ensure that the aims of the Scheme are met, which are set out in Paragraph 3.2 below.

2. Eligibility to become an Assured Puppy Breeder

2.1. In order to be eligible to become a member of the Scottish SPCA's Assured Puppy Breeder Scheme, you must be:

2.1.1. over the age of 18 years old;

2.1.2. licensed by a local authority in Scotland in all necessary regards (if applicable); and

2.1.3. living at an address in Scotland, and register for the Scheme using that address.

3. Conditions of your Membership of the Scheme

3.1. By becoming an Assured Puppy Breeder, you will satisfy and uphold at all times the standards ("Scheme Standards") that promote the principles and purpose of the Scheme, and which are set out at Paragraph 3.2 below, and you will comply with the obligations set out in this Paragraph 3.

3.2. The Scheme Standards are:

- You will ensure that all facilities where dogs are kept, which includes whelping facilities, are constructed to a reasonable standard, and kept in good condition at all times in accordance with good practice and health and safety requirements. This will include provisions for emergencies and the ability to clean all dogs effectively and protect them from infectious diseases.
- You will ensure that all environments in which dogs are kept are clean and comfortable with adequate heat, light and ventilation, and that they are spacious in proportion to the number of dogs being kept.
- You will ensure that there is an appropriate number of suitably trained staff working on site in relation to the number of dogs being kept.
- You will provide all dogs with a suitable and adequate diet based on their age and needs
- You will provide all dogs with access to clean drinking water at all times.
- You will ensure that any prescription medications have been legally prescribed by a registered veterinary surgeon, are stored according to the manufacturer's guidance, are used within their expiry date and have current authorisation to be sold and used for treatment with dogs within the UK.
- You will have an agreed veterinary health plan in place with a certified Veterinary Surgeon, which ensures that any signs of illness will be treated immediately.
- You will ensure that a decision to euthanise a dog or puppy will only be taken for health reasons, and will be performed only by a certified Veterinary Surgeon.
- You will ensure that all routine immunisations and parasitic treatments are carried out in a routine and timely fashion.
- You will ensure that all dogs are microchipped and registered on a recognised database. Microchipping should only be conducted by a person who has been trained through a Scottish Government approved course.
- You will ensure that all puppies are adequately socialised and habituated prior to sale.
- You will ensure that all breeding dogs are typical of their breed when it comes to temperament characteristics and appropriate health screening has been carried out to ensure dogs are of good physical, mental and genetic health.
- You will abide by BVA/Kennel Club recommendations with regards to using the relevant Canine Health Schemes, which are available at: www.bva.co.uk/Canine-Health-Schemes and https://www.thekennelclub.org.uk/media/9846/abs_breed_specific_requirements_and_recommendations_web.pdf
- You will issue the scheme's welcome pack for every puppy sold which includes completion of the puppy contract between an assured puppy breeder and buyer.
- You will comply with the conditions of sale of Puppies set out at Paragraph 5 below.

General Rules of Membership of the Scheme

3.3. As an Assured Puppy Breeder you must also comply with the rules of membership of the Scheme, as set out in Paragraph 3.4 below. Failure to comply with these rules constitutes a breach of the Terms and Conditions of your membership of this Scheme.

3.4. The general rules of the Scheme are:

- You will comply at all times and in all respects with Animal Welfare Legislation;
- You must notify the Scottish SPCA each time a litter has been produced;
- You must commit to the lifetime care for all non-breeding dogs on your premises, which includes neutering of these dogs; and
- You must notify the Scottish SPCA if at any time something has happened which would affect your membership of the Scheme, or which would bring the Scheme or Scottish SPCA into disrepute.

4. Inspections

4.1. By applying for membership of the Scheme or becoming an Assured Breeder, you consent to scheduled and unscheduled Inspections by an Inspector.

4.2. We will arrange an Inspection with you when you apply to become an Assured Breeder.

4.3. During an Inspection, the Inspector will require to see the following documentation:

All records of your previous breeding activity;

- Proof of KC Assured Breeder status (if applicable);
- Proof of your Local Authority Licence (if applicable);
- Proof of name and address of the Veterinary Surgeon that the dogs are registered with;
- Registration records of all dogs living on site;
- Records of all matings and puppies up until the point of transfer over the last 10 years (if applicable), including (but not limited to):
 - Registration details including breed or description of type, registration number, name, sex, date of birth, date of ownership and evidence of parentage;
 - Date of transfer (change of ownership);
 - Mating details (including details of dates of matings performed);
 - Details of puppies produced;
 - Health screening test results;
 - Permanent identification details (i.e. microchip number);
 - Date and cause of any deaths (if known);
 - Date of sale of puppies and contact details of buyers;
 - Any veterinary treatment undertaken;
 - Details of Puppies at birth, for example details of litter sizes, details of any deaths and causes if known, details of any abnormalities, date of birth, sex, colour and any other identifying marks; and
- Records of any complaints received or any concerns that would affect your compliance with the Scheme.

4.4. During an Inspection, the Inspector will:

- scan all dogs on the premises and confirm registration details including microchip numbers;
- view all facilities used to house the dogs;
- go through a full checklist with you to assess all environmental conditions, disease control measures and veterinary care provisions; and
- perform any other actions that the Inspector believes is necessary to carry out the function of the Inspection.

4.5. During an Inspection, the Inspector will also assess your compliance with the Scottish Government's Code of Practice for the Welfare of Dogs. If you are found to be non-compliant with this Code of Practice, it will be treated as a breach of the Terms and Conditions of the Scheme.

4.6. You are required to co-operate with an Inspector during the course of an Inspection and provide any assistance that is reasonably necessary to allow the Inspector to perform the Inspection. If you refuse to allow an Inspector access to any property or information that the Inspector believes is necessary to carry out the Inspection, your status as an Assured Breeder may be terminated.

Outcome of the Inspection

4.7. Following an Inspection, we will inform you of the outcome of the Inspection. This may be one of the following:

4.7.1. If the Inspection has demonstrated that you are compliant with the Terms and Conditions of the Scheme, you will be notified that you have passed the Inspection. If you are an Applicant, you will be accepted to the Scheme.

4.7.2. If the Inspection has demonstrated that improvement is needed to comply with the Terms and Conditions of the Scheme, we will issue an 'Improvement Notice'. This will set out the areas where improvement is necessary in order to meet the requirements of the Scheme, and will set out the timeframe during which this improvement needs to be achieved. If you are an Applicant, the Improvement Notice will outline what is required in order for you to be accepted to the Scheme.

4.7.3. If the Inspection has demonstrated that you have materially failed to comply with the Terms and Conditions of the Scheme and we consider (in our sole discretion) that an Improvement Notice would be inappropriate in the circumstances, we will inform you that you have failed the Inspection. If you are an Assured Puppy Breeder, your membership of the Scheme will be terminated. If you are an Applicant, your application to become an Assured Puppy Breeder will be rejected and you will not be eligible to reapply to the Scheme for a period of one year from the date of the failed Inspection.

4.8. If we issue you with an Improvement Notice or we inform you that you have failed the Inspection, we will share the findings of our Inspection with:

4.8.1. the relevant Local Authority if you are a licenced breeder; and/or

4.8.2. the Kennel Club if you are a member of the Kennel Club Assured Breeder Scheme.

4.9. If we have issued you with an Improvement Notice, we will arrange for a subsequent Inspection to assess whether you have rectified the shortcomings identified and complied with the recommendations made in the Improvement Notice within the timeframe detailed therein.

4.10. If you are an Applicant and a subsequent Inspection demonstrates that:

4.10.1. you have complied with the recommendations in the Improvement Notice and that you are compliant with the Terms and Conditions of the Scheme, you will be accepted to the Scheme; or

4.10.2. you have not complied with the recommendations of your Improvement Notice and that you are not compliant with the Terms and Conditions of the Scheme, your application to become an Assured Puppy Breeder will be rejected and you will not be eligible to reapply to the Scheme for a period of one year from the date of the second failed Inspection

4.11. If an Inspection undertaken after an Improvement Notice has been issued indicates that you have not complied with the Improvement Notice recommendations or rectified shortcomings identified therein and you are a member of the Scheme, we may terminate your membership of the Scheme at our discretion.

4.12. If you wish to contest the outcome of an Inspection, you may do so in accordance with Paragraph 11 of these Terms & Conditions ('Dispute Resolution').

5. Conditions of the sale of Puppies

5.1. If you are an Assured Breeder and you are selling Puppies, you must comply with the conditions for the sale of Puppies as set out in Paragraph 5.2.

5.2. When selling Puppies:

- You must not sell puppies under the age of 8 weeks old;
- You must only sell puppies under the age of 12 weeks old if you are authorised to do so under Animal Welfare Legislation;
- You must only sell puppies at an age at which is it appropriate to do so, taking in to account the breed and the vaccination requirements of the puppies and veterinary advice;
- You must issue a 'Scottish SPCA Welcome Pack' (or any other initial promotional and informative materials as may be issued by us from time to time) to the owner of every puppy sold, further details of which will be communicated to you following your acceptance as an Assured Puppy Breeder;
- You must commit to rehome an animal if necessary (for example, if an owner deems they can no longer take care of the puppy they have bought);
- You must take all reasonable steps to ensure that the buyer is able to provide a suitable home and provide an aftercare service within the first few weeks of that puppy leaving their care;
- You must allow prospective buyers to view all facilities if requested;
- You must allow prospective buyers to view the puppies with their mother.
- You must allow prospective buyers to make contact with those who own the sire of the puppies if requested;
- You must allow the buyer to inspect all relevant paperwork such as licence details, microchipping details, vaccination records, worming and results for health screening where relevant; and
- You must allow the buyer multiple visits to see the puppies (if requested), prior to the sale of the puppy.

6. Duration of your participation in the Scheme

6.1. Your membership of the Scheme will be on an annual basis.

6.2. We will give you the option to re-apply for status as an Assured Breeder two months before the renewal is due. If you re-apply for membership of the Scheme, we will schedule an Inspection to ensure the requirements of membership continue to be met.

6.3. If you do not respond to our communication giving the option to renew your membership of the Scheme, your membership of the scheme will expire without renewal.

7. Publication of your details

7.1. By becoming an Assured Puppy Breeder, you consent to the Scottish SPCA publishing your details (as set out in Paragraph 7.2) on its website, and any other websites that are used to promote the Scheme.

7.2. The details that we may publish are:

- Your name
- Your phone number
- The name of your city, town, village or locality
- The date of your admission as a member of the Scheme; and
- The date of your most recent Inspection.

8. Scheme publicity and branding

You must only display, use and issue Scottish SPCA Assured Puppy Breeder Scheme branding, marketing, promotional or informative materials (for example, the SSPCA Welcome Packs and Certificate of membership of the Scheme) if you are an Assured Breeder.

If your membership of the Scheme expires or is terminated for any reason, you may not use or issue Scheme branding, marketing, promotional or informative materials, or hold yourself out to be a member of the Scheme, for any reason or at any time.

9. Termination of your Membership of the Scheme

9.1. We are entitled to terminate your membership of the Scheme if you fail to comply with any of the Terms and Conditions of the Scheme as set out herein. We will inform you when your status as an Assured Breeder is being terminated.

9.2. You may terminate your membership of the Scheme at any time by providing written notice to us.

10. Data Protection

We will collect and process your data in accordance with our Privacy Notice, which is available at [TBC]

11. Dispute Resolution

11.1. If a dispute arises in connection with your membership of the Scheme, including in response to the outcome of an Inspection or our termination of your membership of the Scheme, we will follow the procedure set out in this Paragraph 11.

11.2. Where any dispute arises, our relevant Area Chief Inspector will attempt to resolve that dispute with you.

11.3. If our Area Chief Inspector is for any reason unable to resolve that dispute, our Deputy Chief Superintendent will attempt to resolve the Dispute with you.

11.4. If our Deputy Chief Superintendent is for any reason unable to resolve that dispute, our Chief Superintendent will attempt to resolve the Dispute with you. Any determination by our Chief Superintendent will be conclusive, and will not be subject to further dispute resolution provisions under these Terms and Conditions.

12. Jurisdiction

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation (a **“Dispute”**) shall be governed by and construed in accordance with the law of Scotland. The Scottish courts shall have exclusive jurisdiction in relation to any Dispute.

Declaration to be signed by all prospective applicants to the scheme

Tick box to confirm

I confirm that all details in this application to be a 'Scottish SPCA Assured Puppy Breeder' are true and accurate.

I confirm that I hold a current licence for a breeding establishment with my local authority in Scotland if required.

I confirm that I accept the Scottish SPCA's Assured Puppy Breeders terms and conditions. (Link to pdf document of full terms and conditions)

I understand that once my application has been submitted a Scottish SPCA Inspector will visit my establishment and carry out a full inspection. I also understand that a Scottish SPCA inspector can visit my establishment at any time whilst I am an active member of the Scottish SPCA's Assured Puppy Breeder Scheme.

I understand that my details will be stored and used for the purpose of the Scottish SPCAs Assured Puppy Breeder Scheme in accordance with Scottish SPCA's privacy notice.

I understand a Scottish SPCA Inspector may contact the Kennel Club (if applicable) and the relevant local authority and Veterinary Surgeon using the details provided on the application form as part of the application process.

Breeder signature: _____

Scottish SPCA inspector signature: _____

Date: / /

As part of the online application process, you will be required to tick that you accept these terms and conditions. During the inspection process, you will be asked to sign this by the visiting Scottish SPCA inspector.



SCOTTISH SPCA
Scotland's Animal Welfare Charity