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## **SECTION 7 – REGISTRATION**

7.1 The NACA shall keep and maintain the following Registers:

- (a) The Main Register
- (b) The Limited Register
- (c) The Associate Register
- (d) Breed Development Registers
- (e) Any other register that Council deems appropriate, these may include but not be limited to a Sporting Register and a Herding Register.

7.1.2 All dogs must be registered with the NACA before being eligible for entry for competition, exhibition or breeding. The application for registration will be in such form as the Council from time to time require.

7.1.3 No person may register a Litter and an individual Dog or transfer or lease a Dog with or through the NACA unless such person shall have applied for and been granted membership to the NACA. Nothing in this Rule shall prevent a non-member from transferring or leasing a Dog to a member.

7.1.4 Where a non-member transfers or leases a dog to a member the provisions of these Rules relating to the Transfer and Lease of a dog shall apply as if the non-member were a member.

7.1.5 A member shall not be entitled to affect the initial registration of a dog unless that person is the breeder of such dog and is the registered owner of a Kennel Prefix and is a resident of the Northern Territory.

7.1.6 The provisions of rule 7.1.5 do not apply to dogs being registered in the Associate Register. In these circumstances the person applying for registration does not have to be the breeder, nor are they required to be the registered owner of a Kennel Prefix. The person must be a member of the NACA and a resident of the Northern Territory.

7.1.7 The provisions of rule 7.1.5 do not apply to dogs being registered that are imported into Australia. In these circumstances the person applying for registration does not have to be the breeder, nor are they required to be the registered owner of a Kennel Prefix. The person must be a member of the NACA and a resident of the Northern Territory.

7.1.8 The provisions of rule 7.1.5 may not apply to dogs on a Development or other Register approved by Council. Council will establish separate regulations covering these Registers

## 7.2 KENNEL PREFIX

7.2.1 No dog submitted for registration by its breeder shall be registered unless and until such breeder has registered a kennel prefix with the NACA.

7.2.2 Where a prefix is jointly owned by persons residing in more than one State and/or Territory, the use of the prefix in each of the State and/or Territories in which the joint owner resides is permissible, providing the prefix name is registered and maintained in each State and/or Territory in which the prefix is to be used.

7.2.3 The registration procedures in each State or Territory in which the prefix is to be used shall apply for all registration purposes.

7.2.4 An application to register a Kennel Prefix must be made on the prescribed form and be submitted with the fee to the NACA.

7.2.5 No Kennel Prefix shall be accepted for registration if it resembles any other prefix, is misleading, is unsuitable or objectionable, or is known or believed to be a prefix or affix registered in a foreign country or is not in accordance with ANKC requirements. Any objection to the registration of a prefix must be lodged with the NACA within 60 days of the publication in the Territory Dog World.

7.2.6 The composition of the Kennel Prefix shall be limited to one (1) word of not less than four (4) letters or more than twelve (12) letters.

7.2.7 Not include numbers whether in numerals or words.

7.2.8 Not include apostrophes, hyphens, or punctuation marks of any kind.

7.2.9 A Kennel Prefix registered by a member may only be used in respect of a breed of dog recognised by the ANKC.

7.2.10 A member may only register one Kennel prefix for a particular breed of dog, but the Kennel Prefix may be used by the member for other breeds.

- 7.2.11 (a) There shall be an annual Kennel Prefix renewal fee which shall be payable by each person in whose name a prefix is registered;
- (b) The annual prefix fee shall be such sum as prescribed from time to time and shall be due and payable by each registered owner of a Kennel Prefix on or before the 1st day of January in each calendar year; and
- c) Where the annual prefix fee is not paid as required by the constitution the registration of that prefix shall automatically lapse

7.2.12 A Kennel Prefix once accepted and registered, shall not be altered, or amended in any manner whatsoever. The Kennel Prefix may be cancelled and a new Kennel Prefix submitted, however the new Kennel Prefix shall be deemed to be a new application and processed as such.

7.2.13 When registering/transferring a dog, a members/non-members name must be used as the registered owner, not a kennel prefix. A registered prefix shall not be transferred except with the consent of the governing council in the State or Territory in which it is currently registered and of the registered owner(s).

### **7.3 NAMING OF DOGS**

7.3.1 Names of Dogs submitted for individual registration;

- (a) may include any number of words providing the number of digits, including the breeder's registered Kennel Prefix and spaces between the words, does not exceed Thirty (30) units, but excluding any recognised titles;
- (b) shall (subject to Rule 7.4.2) include the breeder's registered Kennel Prefix;
- (c) shall not include "imp", Hyphens, Apostrophes or Roman Numerals However, numbers written as a word are permissible provided it is clear that it does not represent a numerical sequence.
- (d) shall not include or constitute the name of any town, place, country, notable person, common name or other name that may be misleading as to sex, origin or relationship, unless specifically approved by Council;
- (e) a name, once registered, shall not again be re-registered;
- (f) when a name is not acceptable and the owner of the dog omits to choose another name when requested to do so, a substitute name will be allocated;
- (g) once a name has been registered and accepted, it shall not be altered or added to;
- (h) no dog shall be registered unless the breeder has a registered Kennel Prefix
- (i) no dog shall be entered into a competition or exhibition only or be advertised or otherwise referred to by only part of the registered name which includes the prefix and recognised title (if any) and the word (imp), if the dog has been imported, or by a name different from the registered name.

7.3.2 (a) Subject to paragraph (b) of this Rule, no word that is in the nature of a prefix, and no kennel prefix except the breeder's registered prefix, may be used as a name or part of a name.

7.3.3 A unique number shall be allocated to each dog registered with the NACA.

## 7.4 REGISTRATION OF PROGENY

7.4.1 The Service Certificate included in the Application for Registration of Progeny, shall be completed by the owner(s) of the Sire and countersigned by the owner(s) of the Dam. In any case where the breeder owns the Sire and Dam, the breeder will sign in both capacities.

7.4.2 A kennel prefix must not be used in place of the name of the registered owner(s)/registered breeder of the dog.

7.4.3

- (a) Any special conditions appertaining to the Certificate of Service shall be set out on a Statutory Declaration and shall be signed by both the breeder and the owner of the Sire.
- (b) Should any dispute arise or any other consideration become necessary in relation to or of such special conditions Council shall have power (but not in any circumstances be or become bound) to enter into or decide any such dispute or other consideration and may decline to do so in any circumstances without assigning any reason therefore.

7.4.4 All surviving dogs (at time of registration) from a litter must be registered. A breeder may make application to register the dog on either the Main or Limited Register.

7.4.5 No Dog will be registered after eighteen (18) months from date of birth.

7.4.6 Applications for the registration of dogs shall be accepted only for Breeds recognised by the ANKC.

7.4.7 Every application for individual registration of a Dog shall include the registered numbers of the Sire and Dam, and shall be signed by the breeder certifying the correctness of the information contained in the application.

7.4.8 No bitch shall be bred for a third consecutive season. A period of twelve (12) months from the date of the birth of the puppies from that second litter should lapse prior to mating that bitch again. In the event that this should occur, the progeny from the third litter will be placed on the limited register and the breeder will be fined \$500.00. Should this offence occur a second time a period of suspension will be imposed as determined by Council.

7.4.9 All progeny must be registered in the state in which the dam is registered.

## 7.5 LIMITED REGISTER REGULATIONS

7.5.1 A breeder may make application to register a dog on the LIMITED REGISTER and shall pay the appropriate fees when lodging the Application for Registration of Progeny. A Limited Register Agreement must be fully completed and signed by both parties before it will be transferred from the breeders' name to another person or before it will be transferred to any other persons in subsequent changes of ownership.

A dog entered on the LIMITED REGISTER shall be;

- (a) ineligible for exhibition at a Conformation Exhibition.
- (b) ineligible for progeny to be registered.
- (c) ineligible for export pedigree to be issued.

7.5.2 A Dog may be transferred between the MAIN REGISTER and the LIMITED REGISTER, subject to the following conditions:

### 7.5.2.1 Transfer from Limited Register to Main Register if;

- (a) application of such transfer is lodged with the Administration Officer: and
- (b) both the **breeder** and the **registered owner(s)** of the dog make written application for such transfer in such form as determined by the Council from time to time

### 7.5.2.2 Transfer from the Main Register to the Limited Register if;

An application of such transfer is lodged with the Administration Officer, in writing signed by the registered owner.

7.5.3 Dogs on the LIMITED REGISTER may be transferred to the ownership of non- members.

7.5.4 A Dog not nominated for the Limited Register will automatically be placed on the Main Register upon Application for Registration of progeny.

## **7.6 REGISTRATION OF THE PROGENY OF ANKC APPROVED CROSS MATINGS**

The registration of the progeny of cross mating's is only permissible under the regulations of the ANKC. The current regulations are available from the ANKC web site or by requesting a copy from the office (fee applies).

## **7.7 LITTER REGISTRATION LIMITATIONS**

Litter registration limitations are continually being updated to improve the health of pedigree dogs. The current regulations are available from the ANKC web site or by requesting a copy from the office (fee applies).

## **7.8 REGISTRATION OF DOGS GOT BY ARTIFICIAL INSEMINATION**

7.8.1 The registration of a dog bred by Artificial insemination using fresh or chilled semen collected and inseminated in Australia shall for the purposes of registration be treated as a normal mating. The sire must be registered with an ANKC Member Body and dam is registered with the NACA and the owner of the sire has signed the stud service certificate.

7.8.2 The registration of a dog bred by Artificial Insemination using frozen semen collected and inseminated in Australia or frozen or chilled semen imported into Australia may be registered providing:

- (a) the semen was previously registered in accordance with regulations
- (b) a Certificate from the inseminating vet is provided on the form approved by the Council
- (c) the Stud Service Certificate being signed by the registered owner of the semen

7.8.3 A dog registered within the provisions of rule 7.9.2 shall have the words "semen" and the country of origin of that semen, if not Australia, in an abbreviated form, after the name of the sire on the Registration Form, (i.e. Semen – UK).

## 7.9 RE-REGISTRATION

7.9.1 An original Certified Pedigree, issued by the Control with which the dog was last registered, must be submitted with any application to re-register a dog on the NT Main Register, unless otherwise decided by Council.

7.9.2 Greyhounds will be re-registered on the production of the original Greyhound Racing Association documentation.

7.9.3 Applications for the re-registration of imported dogs, must be supported by the production of Export or other Certificates and/or such evidence of identity as Council may require.

7.9.4 Where a dog is being exhibited on a casual basis (i.e. travelling with its registered owner for a period of not more than 90 days), re-registration is not required.

7.9.5 Where a dog is in the hands of a Territory Resident not its registered owner for the purpose of being campaigned for any title, the Territory resident acting as agent for the registered owner must produce a letter of authority from said owner to the NACA Office before the dog can be exhibited. Also refer 7.18.

7.9.6 Where a dog has been imported into the Northern Territory for approval prior to purchase or prior to final paperwork being received by the NACA Office the Territory resident has a period of 60 days to exhibit said dog prior to re-registration under the following conditions:

(a) a letter of authorisation from the owner must be submitted to the NACA Office prior to exhibiting

7.9.7 Where a dog is brought into Australia for the purpose of exhibition in four (4) or more shows, the following procedure may be adopted.

- (a) Prior to exhibition the dog must be re-registered with the NACA in the name of the registered owner or lessee, care of the address at which it will temporarily reside in Australia
- (b) any points towards the title of "Champion" awarded to an overseas registered dog not registered in Australia shall not be recognised.
- (c) This policy shall not preclude recognition of points awarded to any dog brought into Australia specifically for exhibition at one (1) Show, however, such dog must be registered prior to the title "Champion" being awarded.



## **7.10 REFUSAL OR CANCELLATION OF REGISTRATION**

7.10.1 The NACA may refuse any application for registration of a dog and may cancel, suspend, correct or amend any registration at any time and for any reason which it considers proper and shall not be bound to assign any reason for doing.

7.10.2 A dog over the age of six (6) months shall not be accepted as physically entire unless two (2) apparently normal testes have fully descended into the scrotum. The registration of any dog rejected for this reason at any Exhibition shall be suspended until it can be proved to the satisfaction of Council, that it is physically entire.

7.10.3 An application for the review of any registration cancelled in accordance with rule 7.11.2 may be made up until the dog reaches twelve (12) months of age, providing such application is supported by declarations from two (2) qualified veterinary officers, indicating the dog is entire without surgical or other artificial interference which is calculated to deceive, or is capable of deceiving.

7.10.4 On attaining the age of twelve (12) months, any dog which is not physically entire in accordance with rule 7.11.2 shall have its registration cancelled permanently. Any dog suspended in accordance with rule 7.11.2 shall not be accepted for Stud purposes and any litters sired by such dogs will not be accepted for entry in the General Register.

7.10.5 A dog which is not entire (and entire dog is one which has two (2) apparently normal testes fully descended in the scrotum), may be registered in the Limited Register and therefore may compete in Field, Retrieving, Obedience or other Trials, but not in a Conformation Exhibition.

7.10.6 The owner of any dog used at Stud may be called upon at any time to provide proof of the dog's entire condition to Council.

7.10.7 Where a charge has been laid and proven in relation to falsification of registration records, the said dog/s shall have their registration cancelled and removed from the database.

7.10.8 Where a case has been proven against a dog under Section 4 of the NACA Rules, its registration shall be suspended or cancelled in accordance with those rules.

7.10.9 In accordance with Rule 7.13.4

## **7.11 RECTIFICATION OF ERRORS**

7.11.1 Notice of any mistake in any application for entry in the records of the NACA must be given in writing as soon as possible after it has been discovered, and thereupon, the mistake may be rectified.

## **7.12 BREEDERS RECORDS**

7.12.1 It shall be the duty of each Breeder of dogs to keep a proper record of his breeding activities, such record and the kennels of the dogs to be made available to inspection by any person appointed for that purpose by Council.

The minimum requirement for "Breeders Records" shall be:

- (a) A fully completed Litter Registration Form, including the names and postal addresses of persons receiving dogs from that litter.
- (b) Proof of 1<sup>st</sup> vaccination, a receipt from your vet detailing the correct number of pups in the litter and the date on which they were 1<sup>st</sup> vaccinated shall be acceptable.
- (c) Details of collection or transportation of all pups in the litter that have not been retained by the breeder.
- (d) These records must be updated whenever a breeder disposes of further members of the litter original kept by them.
- (e) These records must be kept for a minimum of 3 years from date of whelping.

7.12.2 Random checks may be made at any time.

## **7.13 DISPUTED/UNKNOWN PARENTAGE**

7.13.1 DNA Tests Where the parentage of a dog or litter is disputed or uncertain NACA may direct that DNA testing be carried out and determine arrangements relating to such testing.

7.13.2 DNA Costs Where NACA directs that DNA testing be carried out; the NACA shall determine liability for the costs incurred.

7.13.3 DNA Registration NACA shall direct what action is to be taken in regard to registration based on the results of DNA testing.

7.13.4 DNA Suspension of Progeny Where it is found by DNA testing that the registered sire or dam incorrect then all progeny shall be immediately suspended.

7.13.5 DNA Breeder Declaration Where through DNA testing it is found a certain dog may qualify as the sire or dam of a litter then the breeder shall submit a statutory declaration that no other animal other than those tested could have been the sire or dam.

## **7.14 NOTICE OF DEATHS**

7.14.1 It shall be the duty of the owner to inform the Administration Officer in writing of the death of a registered dog. **(09/19)**

## **7.15 ASSOCIATE AND OTHER REGISTERS**

### **7.15.1 Associate Register**

- 7.15.1
- (a) No dog shall be entered onto the Associate Register without the application being accompanied by a Sterilisation Certificate.
  - (b) A separate register will be maintained for un-registered pure bred and mixed breed dogs defined as "Associate Dogs" for the purpose of competition in Trialling Events, except where Associate Dogs are precluded by the Rules of a specific Trial; or
  - (c) The registration of all dogs in the "Associate" Register shall be recorded under "common name" only. The Registration Certificate shall evidence the following:

(i) Breed Type "Associate"

(ii) Name of dog and registration number

(iii) Registered number shall be prefixed by the letters "AR" evidencing "Associate" Register

(iv) Sex

(v) Colour

(vi) Sire "unknown"

(vii) Dam "unknown"

(viii) Date of registration

(ix) Owner's name, address and membership number

### **7.15.2 Sporting Register**

A dog shall only be eligible for registration in the sporting register if:

- (a) it is ineligible for registration in the main register or the limited register,
- (b) it is registered with an NACA Approved sporting dog association
- (c) a duly completed application for registration of the dog on the sporting register in such form and accompanied by such fee as Council may from time to time require is submitted.
- (d) evidence acceptable to Council of the dog's registration with a sporting dog association.
- (e) The registered name and details of a dog on sporting register shall be identical to that which appears on the registration form issued by the relevant association.

7.15.2 A dog may be registered in the Sporting Register at any age.

7.15.3 Dogs registered on the Sporting Register only enables it to take part in Trialling Events, except where such dogs are precluded by the Rules of a specific Trial or Event.

## 7.16 TRANSFERS

### 7.16.1

- (a) When the ownership of a registered dog has been changed, or a lease arranged, the transferor or Lessor as the case may be shall lodge with the NACA within one (1) calendar month and application to register the transfer or lease.
- (b) The pedigree must not be given to the new owner until it has been transferred in accordance with these rules.

7.16.2 The application for registration of a transfer or lease of a dog shall be accompanied by the prescribed fee as set out in the scale of fees and must comply with the following:

- (a) For a registered dog, shall be submitted on the original Application to Transfer Registered Ownership of a Dog Certificate which must be signed by all registered owners of the dog and all new owners of the dog. **(12/19)**
- (b) In lieu of the original certificate being signed by all new owners, transfer for a registered dog may be submitted but must be accompanied by a Limited Register Agreement or a Main Register Agreement signed by all new owners of the dog. **(12/19)**
- (c) For a registration pending dog, shall be applied for by the breeder on the Litter Registration Form and must be submitted along with a Limited Register Agreement or a Main Register Agreement signed by all new owners of the dog. **(12/19)**
- (d) All Limited Register Agreements and Main Register Agreements submitted in accordance with the above must identify the dog to be transferred by ANKC registration number for registered dogs or by microchip number corresponding to litter application for registration pending dogs. **(12/19)**

7.16.3 The application for registration of a transfer or lease of a dog shall be signed by the transferor or Lessor as the case may be.

### 7.16.4

- (a) Any special conditions appertaining to the transfer or lease of a registered dog shall be set out on a Statutory Declaration and shall be signed by both the transferor and transferee or Lessor and lessee, as the case may be.
- (b) Should any dispute arise or any other consideration become necessary in relation to or of such special conditions the Council shall have power (but shall not in any circumstances be or become bound) to enter into or decide any such dispute or other consideration and may decline to do so in any circumstances without assigning any reason therefore.

7.16.5 On the expiration of any lease all legal and equitable interests in the dog concerned shall automatically revert to the Lessor.

7.16.6 A prescribed penalty shall be imposed on any member who fails to affect the transfer or ownership of any dog sold or given by him.

## **EXPORT CERTIFICATES**

7.17.1 At the discretion of Council, an Export Certificate may be issued in respect of a dog leaving the Northern Territory for a destination outside Australia provided: -

- (a) The prescribed form of application is completed by the vendor who shall be responsible for the payment of the fee: and
- (b) In the case of a male dog, a certificate shall be in one (1) or other of the following forms; -
  - (i) a certificate by a qualified veterinary surgeon to the effect that he has examined the dog identified to him by the vendor as the dog to be exported and that the dog has two (2) apparently normal testes fully descended fully into the scrotum; or
  - (ii) a certificate by the vendor that the prospective owner of the dog has been informed that both testes are not fully descended in the scrotum and that notwithstanding this, the prospective purchaser still requires the dog to be forwarded to him.
- (c) In the event of a dog not having both testes fully descended in the scrotum, the Export Pedigree will be endorsed to that effect.
- (d) All dogs being exported must be micro chipped before being exported.

## **7.18 LETTER OF AUTHORITY**

The letter of authority as referred to in Section 3 must include the following:

- (a) The full name and addresses of said owner/s of the above dog/s.
- (b) What permission is given (ie: to sign entry forms on behalf of the registered owner, handling etc).
- (c) The letter must be clearly dated.
- (d) The letter must be signed by said owner/s.

7.18.1 The letter of authority will be valid for a period of twelve (12) months from the time it is signed and dated by the registered owner and must be lodged with the DogsNT Office.

## **7.19 CERTIFICATE OF REGISTRATION AND PEDIGREE**

7.19.1 The original Certificate of Registration and Pedigree must accompany ALL applications including transfers, leases and Titles. Photocopied or scanned electronic copies are NOT acceptable.

7.19.2 The Certificate of Registration and Pedigree is a legal document and NO alterations are permitted on it.

7.19.3 Where an application is received with alterations, a reprint shall be issued and returned to the registered owner along with the application. The registered owner shall complete the reverse of the Certificate of Registration and Pedigree correctly and resubmit the application. The applicable fee for the reprint shall be charged.