



THE KENNEL CLUB

## ASSURED BREEDER SCHEME

### GUIDE TO CONTENT OF A SALES CONTRACT

#### Introduction

The Kennel Club is often asked for advice on the content of a puppy sales contract. This is very difficult to provide as each breeder and breed will have different needs and circumstances and may require different clauses. What follows, however, is a skeleton form of contract with some suggestions of aspects to be covered and some sample clauses. This guide is intended for use by Kennel Club Assured Breeders who already cover many essential aspects of responsible breeding by adhering to the Scheme's criteria.

#### Important information and advice regarding this guide

Sections 1 to 8 are intended as examples of the aspects that could be covered in a contract and of wording that could be used. Breeder practices in certain sections will vary from those described and care should be taken to accurately describe individual practices.

This guide is not necessarily comprehensive. Depending on your situation and the breed and type of dogs that you breed, it is essential to add and/or change the suggested format.

It is essential that the breeder goes through the detail of the contract with each purchaser so that the purchaser can sign the declaration to show that they have read and understood the requirements.

Ideally, there should be two copies of each contract, one to go to the purchaser and one to be retained by the breeder. Both copies must be completed and signed by both parties.

*The suggested sample clauses may be included in an Assured Breeder's contract and are presented here by way of guidance only, for your information and use. This guidance is not intended to be a substitute for independent legal advice and does not establish a solicitor-client relationship with the Kennel Club. The Kennel Club cannot be held liable for any loss or damage caused directly or indirectly as a result of the reliance and use of the suggested clauses by an Assured Breeder.*



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### SALES CONTRACT - GUIDE TO CONTENT

#### SECTION 1: DOG'S DETAILS

KENNEL CLUB REGISTERED NAME OF DOG  
KENNEL CLUB REGISTRATION NUMBER  
BREED OR DESCRIPTION OF TYPE  
DATE OF BIRTH  
SEX  
COLOUR

This is to confirm that the sale of the dog described above ("the Dog") has taken place between:...

#### SECTION 2: DETAILS OF BOTH PARTIES

BREEDER'S NAME  
BREEDER'S ADDRESS  
BREEDER'S TELEPHONE NUMBER

and

PURCHASER'S NAME(S)  
PURCHASER'S ADDRESS  
PURCHASER'S TELEPHONE NUMBER

#### SECTION 3: HEALTH & WELFARE

The Breeder has taken every care with breeding, rearing and the welfare of the Dog. The Dog is believed to be in good health and it is sold in good faith. The Breeder makes no warranty however as to the health or disposition of the Dog.

Every effort has been made to avoid any possible inherited conditions. Conditions known/thought to be inherited in the breed are.....

Relevant, existing screening schemes have been used [i.e. for hip dysplasia, eye diseases etc] and copies of relevant results have been provided.

The puppy has been inspected by a practising veterinary surgeon prior to sale and the details of the veterinary surgeon and the outcome of the inspection have been passed to the purchaser.

Or

The puppy has not been inspected by a practising veterinary surgeon prior to sale. The purchaser agrees to have the puppy inspected by a veterinary surgeon within 7 days of contract, for a general check and advice on inoculations and worming, and agrees to provide the breeder with the details of the veterinary surgeon and the outcome of the inspection.

## SECTION 4: PURCHASER'S RIGHT TO RETURN THE DOG IN THE CASE OF A DEFECT

The Purchaser(s) shall have ..X.. days to have the Dog examined by a practising veterinary surgeon and shall have the right during a period not exceeding ..X.. days after such examination to return the Dog because of a defect (other than described below) on production of a written report from the said veterinary surgeon, at which time the Purchaser(s) will be refunded the full purchase price.

[Where appropriate, add: The Purchaser(s) hereby acknowledge(s) that the Breeder has disclosed the following faults or defects in the Dog:.....]

Should it become necessary, the Purchaser(s) should be aware that the return of a Dog can be very difficult, especially emotionally and, having drawn the attention of the Purchaser(s) to this, the Breeder cannot be held responsible for any distress caused by the return of the Dog.

## SECTION 5: POTENTIAL OF DOG

Although any description of the Dog as being of show or trial quality is given in good faith, it is a condition of this sale that no warranty can be given as to the ultimate show / working / field trial or breeding potential on maturity of the Dog.

## SECTION 6: ENDORSEMENTS (This clause only to be used if the Breeder has placed an endorsement on the Dog's record with the Kennel Club)

Under Kennel Club regulations, there are two endorsements that may be placed on a dog's record, by the registered owner of a dog, whilst the dog in question is still in their possession. A breeder, therefore, is entitled to place two endorsements on a puppy's record with the Kennel Club: One restricts registration of any of its future offspring (progeny) and the other prevents the issue of an export pedigree.

This Dog is subject to the following Kennel Club endorsements:.....

Endorsements can only be lifted by the person who placed them, and that person would need to send a written & signed instruction to this effect to the Kennel Club.

[If the Dog's record has endorsement R (progeny not eligible for registration) placed on it include here an explanation of the conditions, if any, that would need to be met for endorsements to be lifted e.g. minimum age of bitch, proof of health scheme results etc.]

## SECTION 7: REHOMING OF THE DOG

The Purchaser(s) agree that if, at any stage in the Dog's life, the Purchaser(s) need to rehome the Dog, the Breeder will be the first to be informed and the Purchaser(s) will, if the Breeder requests, return the Dog to the Breeder. The Breeder will offer every reasonable assistance to find a new home.

## SECTION 8: DATE, DECLARATIONS AND SIGNATURES

DATE OF SALE AND PURCHASE:

PURCHASE PRICE RECEIVED BY BREEDER: £

a) DECLARATION BY PURCHASER:

I/we confirm that I/we have read and had a full explanation of all the detail and meaning of this contract prior to purchase and I/we fully understand its purpose and reason. I/we also confirm that I/we are purchasing this Dog for myself/ourselves and not as agents for a third party.

SIGNED (Purchaser/s)

b) SIGNATURE OF BREEDER:

I/we confirm that I am/we are the breeder/s of said Dog.

SIGNED (Breeder)



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## **ASSURED BREEDER SCHEME**

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### Scheme Disclaimer

The Kennel Club Assured Breeder Scheme recognises good practices in dog breeding and encourages compliance with such practices. It does not guarantee the health or disposition of a dog. Compliance is the responsibility of the breeder and the Kennel Club maintains a grievance procedure for referral of complaints. The purchaser retains his/her statutory and contractual rights. The Kennel Club disclaims any liability relating to the health or disposition of a dog or the conduct of Assured Breeders.