

# BY-LAWS

Effective September 24, 2020



CANADIAN KENNEL CLUB

CLUB CANIN CANADIEN



## THE CANADIAN KENNEL CLUB

### CODE OF ETHICS

The Canadian Kennel Club is incorporated under the Animal Pedigree Act to be responsible for the registration, preservation and promotion of all CKC recognized breeds of dogs in Canada.

The Canadian Kennel Club is a national membership organization representing purebred dog activities. The Board of Directors of The Canadian Kennel Club are elected from the membership representing their regional zones and are responsible to that membership.

In order to achieve the goals and objectives of The Canadian Kennel Club, its members agree to adhere to the following principles:

- All members of The Canadian Kennel Club will comply with the By-laws, rules and regulations established by the Board of Directors of The Canadian Kennel Club and the requirements of the Animal Pedigree Act;
- All members of The Canadian Kennel Club will provide their dogs with appropriate housing, food and health care;
- All members of The Canadian Kennel Club will endeavour to enhance the role of the purebred dog in society as an essential member of its communities where it functions as a companion, a guardian, a healer, a hunter, a herder, a teacher and, above all, “man’s best friend”;
- In order to preserve and enhance each breed’s characteristics, The Canadian Kennel Club supports and encourages participation in shows, trials and other events. All members, whether they are exhibitors, handlers, judges or assistants will participate in such activities with honesty, fairness and integrity, ever mindful of the practice of “good sportsmanship”;
- Except as provided in the By-laws of The Canadian Kennel Club, all members as breeders of purebred dogs, will include in their programs, only Canadian Kennel Club registered (or registerable) stock which will strengthen the genetic pool and, thus, guarantee further progression toward the ideals of the standard, keeping authentic records of their activities;
- All members of The Canadian Kennel Club will undertake the task of educating and encouraging all newcomers to the world of purebred dogs no matter their interest: pet-owner, exhibitor, trialer or breeder.

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**THE CANADIAN KENNEL CLUB**  
*(Incorporated under the Animal Pedigree Act)*

**BY-LAWS**

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***INTERPRETATIONS***

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For the purposes of these By-laws, the following interpretations shall apply:

“**Act**” means the Animal Pedigree Act;

“**Agriculture Canada**” means the Department of Agriculture and Agri-Food;

“**breed distinguishing characteristics**” means the characteristics used that distinguish one breed from another;

“**Board**” means the elected Board of Directors of The Canadian Kennel Club;

“**Board member**” means a member of the elected Board of Directors of The Canadian Kennel Club;

“**By-laws**” means the By-laws of The Canadian Kennel Club;

“**Chair**” used in its usual sense means the Chairperson of the Board or when used in context with a committee means chairperson of the respective committee;

“**CKC**” means The Canadian Kennel Club;

“**club**” means a club or association officially recognized by The Canadian Kennel Club;

“**Club**” means The Canadian Kennel Club;

“**Club Policy**” means any policy or procedure that is adopted by the Board, and all Club Policies shall be consolidated from time to time in a Policy and Procedures Manual;

“**company**” means any company incorporated under federal or provincial charter whose Head Office is situated in Canada;

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**“complainant”** means any person who has laid a charge or complaint against another person, partnership, company or organization relative to contravention of these By-laws or the rules, regulations, procedures and policies of the Club;

**“debar”** means that a person is prohibited from participating in any competition or other activities directed, sanctioned, sponsored or authorized by the Club or held under the auspices or under any of its rules or regulations, to the extent and subject to terms imposed in any particular case;

**“defendant”** means any person, partnership, company or organization against whom or which a charge or complaint has been laid, relative to contravention of these By-laws or the rules, regulations, procedures and policies of the Club;

**“deprive of privileges”** means that a non-member is deprived of all privileges accorded to non-members of the Club, including the use of the Head Office;

**“dog”** means a dog of either sex, whether or not purebred, unless the context implies a purebred dog;

**“electronic”** means created, recorded, transmitted or stored in digital or other intangible form by electronic, magnetic, optical or any similar means;

**“electronic ballot”** means the use of internet, telecommunications or other electronic means to conduct a vote or tally;

**“electronic document”** means data that is recorded or stored on any medium in or by a computer system or other similar device and that can be read or perceived by a person or a computer system or other similar device. It includes a display, a printout or other output of that data;

**“electronic signature”** means unique electronic information that a person creates or adopts in order to sign a document, and that is in, attached to or associated with the document, provided that such information must permit a reliable determination by the Club that the document was created or communicated by or on behalf of the person permitted or required to sign the document;

**“Executive Director”** means the Executive Director of The Canadian Kennel Club;

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**“expel”** means termination of membership in the Club and depriving the person so expelled from all privileges of the Club;

**“handle”** and **“handling”** means the act of physically taking a dog into the ring for the purpose of showing the dog;

**“Head Office”** means the office at which the business of the Club is carried out on a regular and on-going basis;

**“kennel”** means a facility where dogs are kept for the purposes of breeding, boarding or training;

**“legal agreement”** means a contractual agreement between two (2) or more parties, in writing, signed by the parties to the agreement;

**“majority”** means a simple majority of more than fifty (50) percent, unless otherwise defined in specific sections of these By-laws;

**“member”** means a member of The Canadian Kennel Club, as prescribed in Section 7.1 of these By-laws;

**“microchip transponder”** means an electronic device implanted in a dog for the purpose of identification;

**“Minister”** means the Minister of Agriculture and Agri-Food;

**“non-resident”** means a person whose residence is outside Canada for a total of more than six (6) months during any calendar year;

**“Official Publication”** means the CKC publication that is made available to members, under whatever name it may be known or published, and at whatever frequency as determined by the Board from time to time;

**“partnership”** means two (2) or more persons who, by written agreement, share joint possession or interest in any dog or in any project, venture or business relative to dogs;

**“pedigree”** means a genealogical table showing the ancestral line of descent of a registered dog;

**“person”** includes member, non-member, club, association or corporation;

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**“privileges”** means the use of services rendered by the Recording Office and the publications of the Club in accordance with Section 7 of these By-laws;

**“purebred dog”** means a dog registered, or eligible for registration with The Canadian Kennel Club;

**“recording office”** means the Head Office or the office at which the business of the Club is carried out on a regular and ongoing basis;

**“residence”** means the place where a person habitually resides;

**“resident”** means a person who is a Canadian citizen or permanent resident;

**“Rules of Eligibility (ROE)”** means eligibility requirements for registering animals of a breed(s), including the breed distinguishing characteristics and traits. These characteristics and traits shall reflect the physical essence of the breed, be observable and enable reliable, objective assessment of the animals of that breed;

**“signature”** means a person’s original handwritten signature in ink, and “sign”, “signed” and “signing” have corresponding meanings;

**“suspend”** means that a member is deprived, for the period ordered, of all the privileges of the Club;

**“terminate membership”** means that a member is deprived of the privileges accorded to members only but does not deprive the person of the privileges accorded to non-members;

**“traits”** means the genetically influenced characteristics of a breed, which may include size, coat colour, colour markings, coat texture and length, body, ear shape and placement, tail shape and carriage, feet, unique characteristics, and genetic and observable variabilities;

**“voting member”** means a member of The Canadian Kennel Club who, by virtue of Section 7.1 of these By-laws, is entitled to vote.

The interpretation of any By-law, rule or regulation, as agreed on by the Board, shall be final and binding but such interpretation shall not contravene the provisions of the Act.

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Whenever the context requires, the singular shall include the plural, and the masculine shall include the feminine.

The Club is authorized to edit the By-laws and all rules and regulations of the Club to improve grammar, provide clarity without changing the intent, eliminate duplication and ensure that there is uniformity and a logical sequence of numbering and lettering of sections, paragraphs, and sub-paragraphs throughout the By-laws.

## **1. NAME**

- 1.1 The association shall be “The Canadian Kennel Club”.

## **2. HEAD OFFICE**

- 2.1 The Head Office of the Club shall be at a place designated by the Board.

## **3. RECORDING OFFICE**

- 3.1 The Recording Office shall be located at the Head Office of the Club.

## **4. CORPORATE SEAL**

- 4.1 The seal, an impression of which is stamped in the margin of the original of these By-laws, and a facsimile of which appears on the front cover of these By-laws, shall be the corporate seal of the Club.

## **5. OBJECTS**

- 5.1 The Objects of the Club shall be as follows:
- (a) Encouraging, guiding and advancing in such ways as it sees fit, the interests of purebred dogs and their responsible owners and breeders in Canada;
  - (b) Promoting the knowledge and understanding of the benefits which dogs can bring to Canadian society and the means by which these benefits can most effectively be enjoyed;

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- (c) Co-operating with governments at all levels in Canada in the development of legislation which will effectively control the activities of irresponsible dog owners and breeders without unduly restricting responsible owners and breeders;
  - (d) Maintaining a system of registration of purebred dogs that satisfies the requirements of the Act, Agriculture Canada and the Club members;
  - (e) Maintaining a system whereby clubs and associations wishing to do so may hold dog shows, obedience trials, field trials and other trials, tests and activities for dogs under the auspices of, and in accordance with the rules, regulations, standards, policies and procedures established by the Club;
  - (f) Encouraging and assisting persons and organizations engaged in activities referred to in these Objects and co-operating with other associations, persons, organizations and clubs engaged in furthering the interests of purebred animals.

## **6. PRIVILEGES**

- 6.1 The privileges of the Club as they apply to all persons and organizations shall mean:
  - (a) The use of the services of the Head Office as they concern the records of the Club;
  - (b) The use of the services rendered by the publications of the Club.
- 6.2 The privileges of the Club as they apply to all members shall mean:
  - (a) All those privileges set forth in Section 6.1;
  - (b) All those privileges accorded to members of the Club as set forth in these By-laws and any privileges extended to members by order of the Board.
- 6.3 Any person or organization availing themselves of the privileges of the Club as set forth in this section shall by such act be deemed to have agreed to the authority of the Club and its Board as conferred on the Club by these By-laws.
- 6.4 Except as otherwise provided in the Act, no member, person, club or association who has been expelled from the Club, is suspended by the Club

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or is deprived of the privileges of the Club, shall be entitled to any of the rights and privileges set forth above unless reinstated.

## **7. MEMBERSHIP**

### **7.1 MEMBERSHIP**

Upon receiving final approval, a member shall have all the rights and privileges that may be provided under the By-laws, rules, regulations and Club Policy. There are four (4) categories of members: Junior, Regular, Premier and Life. Members, other than Junior Members, who are residents of Canada, may vote at any meeting or in any election or referendum and they may stand for election as a member of the Board of Directors if they have met all of the stated conditions as required under these By-laws. Club Policy shall specify the benefits of each category of membership. Life Membership in the Club shall be granted to any member who has achieved thirty (30) years of continuous and unbroken service as a Regular or Premier Member and is at least fifty (50) years of age.

### **7.2 CONDITIONS OF MEMBERSHIP**

In order to acquire and sustain membership in the Club, all persons must agree and adhere to the following conditions:

- (a) That they shall abide by the Codes of Ethics, Codes of Practice, By-laws, rules, regulations, policies and procedures of the Club;
- (b) That they shall not engage in the breeding, buying or selling of dogs that are not purebred, unless such activity is consistent with the Objects of the Club and has received the prior approval of the Board;
- (c) That they shall never have been convicted on a charge of cruelty to animals;
- (d) That they shall not be under suspension or expulsion by any other CKC recognized national kennel club or registry body or any other association incorporated under the Act;
- (e) That in order to establish and maintain credit privileges they shall agree to allow the Club to perform a credit check as required;

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- (f) That they will not remain indebted to the Club for a period greater than two (2) months after the due date for payment of fees, unless satisfactory arrangements have been made with Head Office for the payment of such fees;
  - (g) That the annual membership fee has been paid;
  - (h) That they shall never act or perform in a manner which may be deemed as contrary to the basic principles and Objects of the Club and/or contrary to the best interests of the Club and its members.

### 7.3 APPLICATION FOR MEMBERSHIP

- (a) Application for membership in the Club shall be on a form as designated by the Club. The form shall be completed in its entirety and forwarded to the Club for consideration. The use of electronic transmission is permitted for this purpose.
- (b) Any privileges accorded to an applicant, pending consideration of approval, shall not obligate the Club to approve the application and any privileges so accorded may be revoked by the Club in the event that the application is not subsequently approved.

### 7.4 MEMBERSHIP YEAR

Membership in the Club shall be based on the calendar year or anniversary date of joining the Club, depending upon the category and class of membership as defined in Club Policy.

### 7.5 MEMBERSHIP FEES

Membership fees shall be as established by the Board and shall be administered in accordance with policies and procedures as established by the Board.

### 7.6 MEMBERSHIP CONTACT INFORMATION

Members shall provide the Club with their postal addresses, telephone numbers and electronic addresses at the time of application. Any subsequent change of contact information shall be provided to the Club within thirty (30) days of such change. The Club collects and may use this contact information for the purposes of Club business and administration, and may disclose this information to candidates standing for election to the Board for the



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sole purpose of campaigning before the completion of the election.

#### 7.7 DELIVERY OF NOTICES

Notices may be transmitted electronically or mailed or dispatched by a commercial carrier to the last known address in the records of the Club. Such notices shall be deemed to have been given at the time they are electronically transmitted or personally served or deposited with the post office or commercial carrier.

#### 7.8 RESIGNATION

Any member who wishes to resign from the Club must give written notice to the Club. Any member who shall cease to be a member of the Club, through resignation or otherwise, shall, from that date forward, have no claim upon any of the property belonging to the Club, nor shall they be entitled to any of the privileges normally accorded to the membership of the Club. No refund of membership fee shall be provided upon cessation of membership.

#### 7.9 BY-LAWS BINDING

The By-laws of the Club bind each member thereof fully as though he had prescribed his name and affixed his seal thereto. These By-laws shall be posted electronically to the CKC website and upon request a printed copy of same delivered or transmitted to the member's last known address of record in the Club. No person, whether a member or not, shall be absolved from the effect of these By-laws on any allegation of not having received them, or of ignorance of the contents or meaning.

#### 7.10 LIMITED LIABILITY

The financial liability of a member of the Club to the creditors of the Club is limited to the amount due from him in respect of membership, registration and administrative fees.

#### 7.11 ORDER OF BOARD FINAL

Notwithstanding other provisions of this section, the Board may order, in particular cases arising out of death or partnership, what rights of membership may be enjoyed by any person and the order of the

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Board with regard to such rights of membership shall be final and conclusive.

## **8. GENERAL MEETINGS**

### **8.1 ANNUAL GENERAL MEETING**

The Annual General Meeting of the members shall be held no later than the last week of June each year on a date and at a location designated by the Board.

### **8.2 SPECIAL GENERAL MEETINGS**

- (a) The Board may call a Special General Meeting of the Club at any time, by providing notice of such meeting to the membership. The notice shall specify the purpose of the meeting.
- (b) The Board shall be obligated to call a Special General Meeting upon the Executive Director receiving a written request from the membership. Such request must stipulate the purpose of such meeting and must contain the signatures of a minimum of one hundred and fifty (150) members in good standing. The one hundred and fifty (150) signatures must be derived from members residing in at least six (6) electoral zones with no more than twenty-five (25) signatures being derived from any one zone.

### **8.3 BUSINESS**

The notice calling a General Meeting shall indicate the specific nature of the business coming before the meeting. Proposals arising from the floor at any General Meeting shall, at the discretion of the Chair, be noted and referred to the applicable committee, council or the Executive Director for further consideration.

### **8.4 NOTICES**

Not less than thirty (30) days notice of the date, time and place of a meeting and the nature of the business to be transacted thereat, shall be given by publication in the Official Publication or by mail, postage prepaid, to each member.

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8.5 QUORUM

A quorum at all General Meetings of members shall be thirty (30) members entitled to vote.

8.6 ATTENDANCE AND VOTING

All members who have completed one (1) year of continuous membership in the Club as of January 1st prior to the date of a General Meeting and who are members in good standing at the date of such General Meeting, shall be entitled to attend and vote at such General Meeting. All other members may be permitted to attend and speak but they may not vote.

8.7 VOTING

At all General Meetings, unless otherwise herein provided, a majority vote shall prevail. The Chair of any General Meeting shall not vote except in the case of a tie and in such a case, the Chair shall have the casting vote. Voting by proxy at any General Meeting is not allowed.

8.8 MINUTES

The proceedings of a General Meeting shall be recorded electronically and an audio recording of the meeting shall be retained as the official minutes of the meeting. Copies of the minutes in audio form shall be made available to any member at cost when ordering same.

8.9 ORDER OF BUSINESS

The order of business for General Meetings (items (b) through (i) may be changed at the pleasure of the Board) shall be as follows:

- (a) Identification of members;
- (b) Approval of minutes of previous General Meeting;
- (c) Correspondence;
- (d) Presentation of financial statements (if Annual General Meeting);
- (e) Reports of Chair, Board members, Committees;
- (f) Unfinished business;
- (g) Report of election of Board of Directors (if applicable);

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(h) New business;

(i) Adjournment.

## 8.10 RULES OF ORDER

In all cases, unless otherwise stipulated in these By-laws, Robert's Rules of Order shall govern at all meetings of the members.

## 8.11 FINANCIAL REPORT

The Board, at each Annual General Meeting, shall cause to have submitted to the membership in attendance, a complete and audited financial report of revenues and expenses, assets and liabilities of the Club for the preceding year.

# 9. BOARD OF DIRECTORS

## 9.1 THE BOARD

The Board of Directors shall establish and have authority over all general policies and objectives of the Club, shall be responsible for the hiring and dismissal of the Executive Director, shall have supervisory authority over the Executive Director and the exercise of the Executive Director's authority under Section 14.1, and shall have final authority over all operations of the Club.

## 9.2 NUMBER OF BOARD MEMBERS

The Board shall consist of twelve (12) members elected in the manner prescribed in Section 12.

## 9.3 CHAIR

The members of the Board shall elect, by secret ballot, a Chair from its number at the first meeting of the Board following the election. Such Chair shall serve at the pleasure of the Board.

## 9.4 TERM OF OFFICE

The members of the Board shall hold office from the first day of the year for which they were elected and shall continue to hold office until such time as their successors are elected and assume office.

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## 9.5 RESIGNATIONS

Board members may resign from office by giving the Board one (1) months' notice of intent to do so and such resignation shall take effect upon the expiration of such notice.

## 9.6 REMOVAL FROM OFFICE

- (a) A Board member shall cease to be qualified to hold office if, after being elected to the Board, the member:
  - (i) ceases to meet any qualifications set out in Section 12.3;
  - (ii) is convicted of a criminal offence arising out of breach of trust, embezzlement, fraud or cruelty to animals; or
  - (iii) is declared to be mentally incompetent or of unsound mind by a court of competent jurisdiction.
- (b) In any such case, after the Executive Director has informed the Board of the facts and the Board is satisfied that the Board member has ceased to be qualified to hold office, the Board shall declare the office held by that member to be vacant.

## 9.7 VACANCIES

Should a vacancy occur on the Board in a year other than an election year, the Executive Director and the Election Commission shall hold a by-election to fill the vacancy no later than sixty (60) days following the day on which the vacancy occurred. In the event a vacancy occurs during an election year, the Board may, as long as a quorum exists, appoint a member of the Club to fill the vacancy. The appointee must be a resident of the electoral zone in which the vacancy occurred.

## 9.8 NO QUORUM

In the event there remains less than a quorum of the Board in office in a year other than an election year, the Executive Director and the Election Commission shall hold by-elections to fill all vacancies on the Board no later than forty-five (45) days following the day on which the quorum is lost. In the event the loss of quorum occurs during an election year, the Executive Director within

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the limits of the authority granted to him by the By-laws, shall ensure the normal continuity of the business of the Club until such time as the next elections are held.

#### 9.9 INDEMNIFICATION OF BOARD MEMBERS AND OFFICERS

Every Board member or officer of the Club, his heirs, executors and administrators and estate and effects respectively, shall at all times, be indemnified and saved harmless subject to the provisions of all applicable statutes, out of the funds of the Club from and against any liability and all costs, charges and expenses that he may sustain or incur in respect of any action, suit or proceeding that is proposed or commenced against him for or in respect of the proper execution of the duties of his office. For the purpose of this section, the term "officer" shall be deemed to include the members of the Discipline Committee, the members of the Appeal Committee, the members of the Audit Committee, the members of the Registration Committee and the members of the Club's staff.

#### 9.10 PROHIBITION

Members of the Board of Directors are prohibited, during their tenure of office, from judging a dog of another Board member or exhibiting or handling a dog belonging to any person under a fellow Board member at any CKC approved event.

#### 9.11 NON-INVOLVEMENT BY BOARD

Under no circumstances should the Board of Directors as a whole, nor any individual member of the Board, entertain discussion, intervene, give direction to, attempt to influence or interfere in any way at any time with any member of the Discipline Committee, the Appeal Committee, the Registration Committee or members of staff, regarding any matter before such committees.

#### 9.12 BOARD AUTHORITY

The improvement of stock being an important factor on the advancement of the breeding and registration of purebred dogs, the Club, with the authority of these By-laws, may:

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- (a) Adopt, amend and enforce rules and regulations governing the exhibiting, training, racing, speed trials, obedience trials, field trials, and other competitive events for purebred dogs where clubs, associations, or others staging such events desire to hold same under rules and regulations adopted by this Club;
  - (b) Adopt, amend and make effective codes of ethics and codes of practice in respect to the breeding, buying, selling, judging, grading, handling, trading, marketing, advertising and exportation of purebred dogs;
  - (c) Adopt, amend and enforce rules, regulations, policies and procedures governing the setting up and maintenance of a registry system for purebred dogs;
  - (d) Adopt, amend, and enforce rules governing the setting up and maintenance of an advanced registry and of a system of inspection and grading of purebred dogs;
  - (e) Adopt, amend and carry out policies designed to assist those interested in purebred dogs where these people, regardless of age, desire to associate with those interested in activities intended to further the interests of purebred livestock generally;
  - (f) Adopt, amend and carry out rules, regulations, and policies relating to training dogs for purposes involving the security, welfare and property of the country and its inhabitants, and to assist and co-operate with national and other authorities in these matters;
  - (g) Adopt, and amend, a standard for each recognized breed, as provided in Section 24.4 of these By-laws.
  - (h) Adopt and carry out policies designed to further the activities referred to in this section and to publish and otherwise disseminate information relating to such activities;
  - (i) Adopt, amend and enforce rules, regulations, policies and procedures with respect to kennel names, their registration and their use.

## 9.13 POLICIES AND PROCEDURES

- (a) All proposals for new policies and procedures and all proposed amendments to existing policies and procedures shall be presented

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to the Board for consideration at any regular meeting of the Board;

- (b) Upon approval, policies and procedures shall become effective on the date designated by the Board;
- (c) The Board, or its designate, shall be responsible for the maintenance and enforcement of policies and procedures.

## **10. MEETINGS OF THE BOARD**

### **10.1 NUMBER OF REGULAR MEETINGS**

The Board shall meet a minimum of three (3) occasions per year. The first meeting after the election of the Board shall be on or before the second Saturday in January.

### **10.2 NOTICE OF MEETINGS**

Notice of each regularly held meeting of the Board shall be delivered to each member of the Board by regular mail or electronic transmission at least twenty-one (21) days prior to the date of the meeting. Such notice shall specify the date, time and place of the meeting. The statement of the Executive Director that notice has been given pursuant to these By-laws, shall be sufficient and conclusive evidence of such notice having been given.

### **10.3 SPECIAL MEETINGS**

- (a) The Chair or a majority of the Board shall have the authority to call a special meeting of the Board by providing each Board member with at least forty-eight (48) hours notice; such notice to be delivered by telephone or electronic transmission.
- (b) The Board may determine that special meetings shall be held entirely by means of a telephonic, an electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting.

### **10.4 QUORUM**

A quorum shall be constituted by a number of Board members equaling fifty (50) percent plus one (1) of the total number of Board members.



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## 10.5 DELEGATIONS

Any person or persons wishing to approach the Board with a delegation or wishing to present business to the Board may do so in accordance with the policy set out by the Board. Such delegation or business shall then be placed on the agenda of the next Board meeting.

## 10.6 MEMBERS ATTENDING MEETINGS

Any member of the Club shall have the right to attend any regular meeting of the Board, subject to the policies set out in Club Policy.

## 10.7 VOTING

At all meetings of the Board, voting shall be in accordance with Robert's Rules of Order. No person, while presiding over a Board meeting as Chair, shall have the right to present any motion to the table, nor shall he have the right to vote on any motion on the table, except in the event of a tie vote, at which time the Chair shall cast the deciding vote.

## 10.8 RULES OF ORDER

In all cases, unless otherwise stipulated in these By-laws, Robert's Rules of Order shall govern all procedures at all meetings of the Board.

## 10.9 MINUTES

The decisions of each meeting of the Board shall be recorded in the minutes by the recording secretary. Upon approval of the minutes by the Board and as soon as is practicably possible, such minutes in their approved form, shall be published in the Official Publication.

## 11. DUTIES OF BOARD MEMBERS

11.1 Members of the Board shall act in the best interests of the Club and its members.

11.2 Members of the Board shall have such further duties and authority as may be delegated to them in accordance with these By-laws and policies and procedures.

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## **12. ELECTIONS**

### **12.1 ELECTION COMMISSION**

The elections shall be administered by the Election Commission, which shall be appointed in accordance with Section 13 herein.

### **12.2 ELECTION TIMING**

The Board members shall be elected triennially in the manner hereinafter provided. For the purpose of reference, the next five (5) "election years" shall therefore be 2020, 2023, 2026, 2029 and 2032.

### **12.3 ELIGIBILITY TO VOTE, NOMINATE OR BE ELECTED OR APPOINTED TO OFFICE**

- (a) To be eligible to vote, nominate or be elected or appointed to office, a member must meet the following requirements on the day the Official Voters List is created and on the day the ballots are mailed:
  - (i) be a member in good standing;
  - (ii) be resident in the relevant electoral zone;
  - (iii) have completed one (1) year continuous membership in the Club; and
  - (iv) have attained the age of nineteen (19) years.
- (b) A member who is in receipt of salary, wages, commission, bonus or any form of emolument from the Club may not move or second a nomination, be nominated, stand for election or be elected as a Board member. This provision does not apply to members who may be paid a per diem or be reimbursed for expenses in accordance with established policy.
- (c) A member may not be a candidate in an election year if the member was elected to the Board in each of the three (3) consecutive election years immediately preceding that election year.

### **12.4 ELECTORAL ZONES**

The country is divided into twelve (12) electoral zones, each of which shall elect a director to sit as a member of the Board. The electoral zones shall be as follows:

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- Zone 1 ..... Newfoundland and Labrador,  
and Nova Scotia
  - Zone 2 ..... Prince Edward Island  
and New Brunswick
  - Zone 3 ..... Quebec
  - Zone 4 ..... Ontario North
  - Zone 5 ..... Ontario East
  - Zone 6 ..... Ontario West
  - Zone 7 ..... Ontario Central
  - Zone 8 ..... Manitoba
  - Zone 9 ..... Saskatchewan
  - Zone 10 ... Alberta, Northwest Territories  
and Nunavut
  - Zone 11 ... British Columbia Southwest
  - Zone 12 ... British Columbia Interior and Yukon

## 12.5 BOUNDARIES

Subject to Section 12.5.1, the boundaries of zones in British Columbia and Ontario shall remain as they were on January 1, 2008.

### 12.5.1 REVIEWING ZONE BOUNDARIES

When directed to do so by the Board of Directors, the Executive Director shall review the boundaries of the electoral zones not more often than every three (3) years.

### 12.5.2 REPORT

The Executive Director shall deliver a report to the Board no more than nine (9) months after receiving a direction pursuant to Section 12.5.1.

### 12.5.3 EFFECTIVE DATE OF RECOMMENDATION

Upon receipt of the report of the Executive Director, the Board may accept or reject the recommendations in whole or in part, and may approve such changes to the zone boundaries as it may determine. Any change to a zone boundary shall not come into effect until the first election that is at least eighteen (18) months after the Board approves such change.

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## 12.6 NOMINATION PAPERS

On or before September 1st in each election year nomination papers in such form as may be approved by the Board, shall be provided to any voting member who has requested same.

## 12.7 NOMINATIONS

Any member entitled to vote, as per Section 12.3 herein, may be nominated for office, or may move or second the nomination for one (1) Board member for the electoral zone in which such member resides.

## 12.8 FILING OF NOMINATION PAPERS

12.8.1 The Election Commission must receive completed nomination papers no later than 5:00 p.m. on the 1st day of September in the election year. Nomination papers received thereafter shall not be considered. Nomination papers must be signed by two (2) members eligible to nominate a candidate and shall be accompanied by:

- (a) The written acceptance of the nomination by the nominee;
- (b) A declaration signed by the nominee attesting that he meets the eligibility requirements set out in Section 12.3;
- (c) A declaration signed by the nominee disclosing whether any circumstance described in Sections 9.6(a)(ii) and (iii) has applied to the nominee at any time prior to his nomination.

12.8.2 All nomination papers and declarations filed with the Election Commission in respect of a candidate shall be made available on request to any member residing in the electoral zone in which that candidate resides.

12.8.3 It shall be a disciplinary offence for any candidate to knowingly provide false information or omit relevant information in a declaration filed under Section 12.8.1. If elected, the candidate may be removed from the Board.

## 12.9 NO NOMINATION IN AN ELECTORAL ZONE

In the event that no nomination is received in an electoral zone, the Election Commission shall ensure that a provision is made in the electronic and paper ballot provided for in Section 12.12 and 12.13, for any voting member to insert the name of

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and vote for any eligible member for that electoral zone. All votes for such “write in candidates” shall be tabulated by the Election Commission in the manner prescribed in Section 12.15.

#### 12.10 LIST OF ELIGIBLE VOTERS

At least fifteen (15) days prior to distributing the ballots the Executive Director shall deliver to the Election Commission, a certified list of members entitled to vote in the upcoming election, in accordance with Section 12.3 herein.

#### 12.11 VOTING

Voting for the election of the Board of Directors and for By-law amendments on regular and special By-law amendment referenda under Section 35 shall be by secure electronic ballot or paper ballot if requested by any member before October 15.

#### 12.12 ELECTRONIC BALLOT

The Election Commission shall ensure that all voting members have access to an electronic ballot. By October 30, or as soon thereafter as is practicable, the Election Commission shall deliver to every voting member an Electronic Voting Package (EVP) containing the following information:

- The voting time period
- Procedure for voting
- Voter verification method
- Personal Identification Number (PIN) to allow voter access to vote

If a voting member does not receive an EVP, the Election Commission shall provide a replacement EVP to the voting member. The failure of a voting member to receive an EVP or a PIN as provided in this section shall not invalidate an election of directors.

#### 12.13 PAPER BALLOTS

In addition to the EVP, the Election Commission shall prepare a form of paper ballot. The ballot shall have the corporate seal of the Club printed thereon and each ballot shall be marked by the Election Commission for the purpose of identification and in counting the votes. By October 30 or as soon thereafter as is practicable, the Election Commis-

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sion shall deliver to every voting member who has requested one, a paper ballot and a return envelope marked "BALLOT", pre-addressed to the office of the Election Commission.

#### 12.14 CASTING A VOTE

Voting members may vote at any time from November 1 until November 30. Any member who chooses to vote by paper ballot must return the marked ballot to the Election Commission so that it is received by November 30.

#### 12.15 REPORTS RESULTS

Following the close of voting as stipulated in Section 12.14, the Election Commission shall tabulate the votes.

Should any "write-in candidates" receive any votes, as provided in Section 12.9, the Election Commission shall tabulate the results and then communicate with the person having received the greatest number of votes to obtain consent from the individual, in writing, to accept such office. If written consent is given, this person shall be declared elected. If the person with the greatest number of votes declines, the Election Commission shall then communicate with the person having the next greatest number of votes and shall continue this procedure until a member consents to accept the office, at which time the person shall be declared elected. If no person can be elected in this manner, the Board shall, at the next Annual General Meeting following the election, appoint an eligible member to fill the vacancy.

Any member residing in an electoral zone in which there is a "write-in ballot" shall, upon application to the Election Commission, be notified by the Election Commission of the number of votes, if any, cast for the individual on the "write-in ballot".

#### 12.16 RECOUNT OF ELECTION BALLOTS

Where the difference between the numbers of votes cast for the candidate receiving the greatest number of votes and the candidate receiving the second greatest number of votes, if any, is five (5) or less, the Election Commission will recount the ballots.

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## 12.17 COMMISSION REPORTS RESULTS

Upon determining the results and as soon thereafter as possible, the Election Commission shall furnish the Executive Director with a report of the election results, certified by the affidavit of a member of the Election Commission. Such affidavit shall set forth the following three (3) points of information:

- (a) The number of votes cast for each candidate for the Board in each of the electoral zones;
- (b) The names of all candidates who were elected to the Board by acclamation;
- (c) The offices in any electoral zone for which no nominations had been received and the results, if applicable, of the tabulation of any “write-in votes” in any of the respective electoral zones.

If, after the ballots are printed, the Election Commission is authoritatively notified of the death of a candidate for the Board in any electoral zone, the Election Commission, when submitting its report, shall regard the election for that office as null and void, and shall report the office concerned as being “vacant”.

## 12.18 RESULTS ANNOUNCED

Upon receipt of the report of the Election Commission, the Executive Director shall send a copy of the report to each candidate for office.

## 12.19 DESTRUCTION OF BALLOTS

The Election Commission shall preserve all ballots that have been cast until April 1st of the year following the election, when they shall be destroyed.

## 12.20 REPORT AT ANNUAL GENERAL MEETING

The report and proceedings of the Election Commission shall be subject to review at the next Annual General Meeting following the election and the publication of the official report.

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## 13. COMMITTEES AND APPOINTMENTS

### 13.1 REGISTRATION COMMITTEE

#### (a) Appointment of Committee

The Board, at the first regular meeting in the second year of the term of the Board, shall appoint the Registration Committee. The term of appointment shall be for a period of three (3) years or until such later time as the Board appoints a new committee.

The Committee shall consist of five (5) voting members of the Club, provided however that no member of the Board of Directors or of the Discipline or Appeal Committees shall be a member. The Committee shall appoint a Chair from its number. In the event of a vacancy occurring, the Board shall appoint a replacement member as soon as possible. A quorum shall be three (3) members.

#### (b) Authority of Committee

The Registration Committee shall have the following authority:

- (i) Authorize registration of dogs and change of ownership of dogs where signatures or other information is unobtainable.
- (ii) Authorize registration of dogs not provided for elsewhere in these By-laws, special regulations or Club policies, provided such authorization is always consistent with the provisions of the Act and the intent of these By-laws is upheld.
- (iii) Authorize that an Examining Committee, as the occasion may require, examine and report on a dog for which application for registration has been received. The composition of the Examining Committee, and the procedures to be followed by the Examining Committee, shall be as set out in Club Policy.
- (iv) Suspend registrations and transfers pending investigation of an alleged irregularity. Such suspension may, at the discretion of the Registration Committee, be extended to all records involving the dog or dogs in question.



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- (v) Authorize issuance of duplicate registration certificates when the Registration Committee determines that the person disposing of a dog has failed to comply with the requirements of Section 29.1 of these By-laws.
  - (vi) Cancel or prohibit the registration of any litter or dog in accordance with the provisions of Sections 27.9 or 28.12 of these By-laws.
  - (vii) Perform any such duties as may be provided for in these By-laws and Club Policy.

(c) Hearings

Any person may apply to the Registration Committee for an order on any matter that falls within the jurisdiction of the Committee. The procedure for, and rules governing such applications, as well as all hearings of the Committee, shall be provided for in Club Policy.

(d) Authority to Recall and Revoke

The Registration Committee shall have the authority, for just cause, to recall, correct, re-issue, revoke or cancel certificates of registration and certified pedigrees issued by the Club.

## 13.2 COMMITTEES AND COUNCILS

- (a) Subject to the By-laws, Chairs and members of all the committees and councils shall be appointed in the manner provided in Club Policy. The term of appointment of standing committees shall be for a period of three (3) years and Club Policy may provide that any such committee shall be appointed at the first regular meeting of the Board in the third year of the term of the Board.
- (b) Subject to the By-laws, the duties and responsibilities of committees and councils shall be as defined in Club Policy.

## 13.3 APPOINTMENT OF SOLICITORS

The Board, at the first regular meeting following the election of the Board, shall appoint a legal firm to act on behalf of the Club.

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#### 13.4 APPOINTMENT OF AUDITORS

The Board, at the first regular meeting following the election of the Board, shall appoint an accounting firm to act on behalf of the Club. Without limiting the generality of their duties, such firm shall perform an annual audit of the Club's accounting procedures, examine the books and prepare a set of financial statements for the membership at the Annual General Meeting.

#### 13.5 ELECTION COMMISSION

The Election Commission shall be the accounting firm duly appointed in accordance with Section 13.4 of these By-laws. Its duties shall be those assigned by Sections 12 and 35 of these By-laws.

#### 13.6 AUDIT COMMITTEE

The Board, at the first regular meeting in the second year of the term of the Board, shall appoint an Audit Committee and the term of appointment shall be for a period of three (3) years.

The Committee shall consist of three (3) voting members, none of whom shall be members of the Board, and those members should be reasonably familiar with and qualified in applying the accepted principles of accounting and possess a strong business background. The Committee shall appoint a Chair from among its members. A quorum shall be two (2) members. The objectives, duties, responsibilities and authority of the Audit Committee shall be determined by the Board.

#### 13.7 DISCIPLINE COMMITTEE

The Board, at the first regular meeting in the second year of the term of the Board, shall appoint the Discipline Committee and the term of office for such committee shall be for a period of three (3) years or until such later time as the Board appoints a new committee.

The Committee shall consist of five (5) voting members of the Club. No member of the Appeal Committee or Board of Directors shall be a member and no former member of the Board of Directors is entitled to be a member for a period of two (2) years immediately following the expiration of his term of

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office. The Committee shall appoint a Chair from its number. In the event of a vacancy occurring at any time, the Board shall appoint a replacement member at the next regular Board meeting. The duties of the Committee shall be as prescribed in Section 15 of these By-laws.

### 13.8 APPEAL COMMITTEE

The Board, at the first regular meeting in the third year of the term of the Board, shall appoint the Appeal Committee and the term of office for such committee shall be for a period of three (3) years or until such later time as the Board appoints a new committee.

The Committee shall consist of four (4) voting members of the Club, provided however; that no member of the current Discipline Committee or Board of Directors shall be a member, and no former member of the Board of Directors is entitled to be a member for a period of two (2) years immediately following the expiration of his term of office. The Committee shall appoint a Chair from its number. In the event of a vacancy occurring at any time, the Board shall appoint a replacement member at the next regular Board meeting. The duties of the Committee shall be as prescribed in Section 15 of these By-laws.

## 14. EXECUTIVE DIRECTOR

### 14.1 RESPONSIBILITY AND AUTHORITY OF EXECUTIVE DIRECTOR

Subject to the authority of the Board of Directors as set out in Section 9.1, the Executive Director shall have overall responsibility and authority for all operations of the Club. Such authority and responsibility shall include the following:

- (a) The administration of Club operations.
- (b) The administration of matters relating to the Club's finances, including budget preparation and administration thereof, ensuring the Club's investment portfolio is properly administered and that monies are deposited in the bank account of record, ensuring that the accounts of the Club are reviewed and paid within the prescribed time limit and ensuring that all financial records are maintained in accordance with generally accepted accounting principles.

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- (c) Exercising signing authority with respect to legal and financial matters subject to the limitations of the budget and the approval of the Board of Directors.
  - (d) The administration of matters relating to staffing, including hiring and dismissal, reviewing performance, setting levels of compensation and benefits, designation of titles and the assignment of duties.
  - (e) Acting as the Board Secretary, being responsible for the preparation, assembly and distribution of material, receiving responses to items published for comment, ensuring that the Board is kept informed of all matters requiring its attention.
  - (f) Providing advice to the Board on matters which may affect the operations of the Club and to recommending any course of action which requires a decision from the Board.
  - (g) Reporting to the Board of Directors on the general operations and financial condition of the Club.

## **15. DISCIPLINE AND APPEAL PROCEDURES**

### **15.1 DISCIPLINE**

Any person or persons contravening the By-laws, rules, regulations, procedures and Club Policy shall be subject to discipline procedures. All complaints, for a first alleged offence, relating to the non-delivery of certificates of registration as required under Section 29.1 shall be within the exclusive jurisdiction of the Executive Director, who may exercise all authority in respect of such offence as is set out in Section 15.1(b). All other matters of discipline shall be within the jurisdiction of the Discipline Committee and administered in the manner hereinafter described:

#### **(a) Discipline Committee**

The Discipline Committee shall be appointed in the manner prescribed in Section 13 of these By-laws. A quorum shall be three (3) members and a majority vote shall prevail. In the event of a tie vote, it shall be deemed that the complaint is dismissed.

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(b) Authority of Committee

Subject at all times to the provisions of the Act, the Discipline Committee shall have the following authority;

- (i) To warn, reprimand, expel, suspend, debar, terminate membership and levy reasonable costs of the investigation and the hearing, or take such other action as may be warranted in the circumstances, against any member of the Club;
- (ii) To warn, reprimand, deprive of Club privileges, debar and levy reasonable costs of the investigation and the hearing, or take such other action as may be warranted in the circumstances, against any non-member of the Club;
- (iii) To warn, reprimand, suspend or terminate its recognition and levy reasonable costs of the investigation and the hearing, or take such other action as may be warranted in the circumstances, against any dog club which is recognized by the Club;
- (iv) To exclude any dog from shows, trials or events sanctioned by the Club;
- (v) To perform any such duties as may be provided for in these By-laws and Club Policy.

(c) Complaints

Any person, whether a member of the Club or not, shall have the right to lay a complaint with regard to any matter relating to the Club's Objects or activities. Complaints shall be submitted in writing, in the prescribed format, and within such time limits as set out by the Discipline Committee and shall provide sufficient information of the act or omission which form the grounds for the complaint, so as to permit the Committee to properly deal with the issues raised. All information provided to the Committee by either the complainant(s) or the defendant(s) shall be provided to the other party or parties to the complaint. Information must be filed in such a manner that delivery can be validated.

(d) Fees

Upon filing a complaint, the complainant shall pay a fee in such amount as is prescribed by the Board from time to time. The Committee

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is authorized, at its sole discretion, to direct that the fee be returned to the complainant. In the event that the Committee dismisses a complaint as being frivolous and vexatious, the Committee is authorized, at its sole discretion, to assess against the complainant, a fee which reasonably represents the costs of the investigation and the hearing.

(e) Notice of Complaint and Hearing

Notice of complaint and notice of hearing of a complaint by the Discipline Committee, shall be given at least thirty (30) days prior to the date fixed for the hearing of the complaint.

(f) Venue of Hearing

The time, date and location of hearings shall be set by the Chair of the Discipline Committee.

(g) Evidence at Hearing

The complainant and the defendant shall have the right, should they wish to exercise such right, to be heard in person at any hearing before the Discipline Committee. They may, at their own expense, produce such evidence and witnesses as they may desire and may at their own expense be accompanied by or represented by a person of their choice. Complainants must file a summary of all evidence, and a list of all proposed witnesses, to the attention of the Chair of the Discipline Committee, care of the Head Office, at least three (3) weeks before the hearing. Defendants must do the same at least one (1) week before the hearing. Complainants and defendants who do not appear in person, may present evidence in written form in which case the same timelines as set forth above apply. Written evidence must be filed in such a manner that delivery can be validated.

## 15.2 APPEAL

Any person, who is subject to any decision of the Discipline Committee or the Executive Director under Section 15.1, or the Registration Committee, shall have the right to appeal that decision. All matters of appeal shall be administered in the manner herein prescribed:

(a) Appeal Committee

The Appeal Committee shall be appointed in the manner prescribed in Section 13 of these

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By-laws. A quorum shall be three (3) members and a majority vote shall prevail. In the event of a tie vote, it shall be deemed that the appeal is dismissed.

(b) Authority of the Committee

The Appeal Committee is authorized to allow an appeal in whole or in part, set aside or vary any decision of the Discipline Committee, the Registration Committee or the Executive Director, dismiss an appeal in whole or in part and assess reasonable costs of the appeal hearing against the appellant.

(c) Notice of Intention to Appeal

Any person wishing to appeal a decision to the Appeal Committee shall notify the Appeal Committee by means of a Notice of Appeal to the Executive Director within thirty (30) days from the date of notice of the decision of the committee from which the appeal is taken. Notice shall be in the form prescribed by the Appeal Committee and must be filed in such a manner that delivery can be validated.

(d) Statement of Grounds of Appeal

Within thirty (30) days after the reasons for decision by the committee whose decision is being appealed are communicated to the appellant, the appellant shall file a Statement of the Grounds of Appeal in the form prescribed by the Appeal Committee. The Statement shall be filed in such a manner that delivery can be validated and shall provide sufficient information of the grounds for the appeal to permit the Appeal Committee to deal properly with the issues raised. If both the committee's decision and the reasons for its decision are released at the same time, the appellant may combine the Notice of Appeal and the Statement of Grounds of Appeal in one document entitled Notice and Grounds of Appeal.

(e) Fees

Upon filing an appeal, the appellant shall pay a fee in such amount as is prescribed by the Board from time to time. Should the appeal be allowed, the Appeal Committee may, at its sole discretion, direct that all or part of the appeal fee be returned to the appellant. Such fees

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shall be paid in the form of certified cheque or money order.

(f) Stay of Order Pending Appeal

Upon receipt of a Notice of Appeal in respect of a decision of the Discipline Committee or the Executive Director, any penalty or assessed administrative fees imposed shall be automatically stayed pending disposition of the appeal. Upon filing of a Notice of Appeal in respect of a decision of the Registration Committee, the appellant may make a motion in writing to the Appeal Committee seeking a stay of such decision pending disposition of the appeal, and the Appeal Committee may stay such order, or may dismiss the motion for a stay, on such terms as may be just. All parties to the proceeding before the Registration Committee and any other directly affected person, have the right to notice of, and to make a written representation in respect of, any such motion for a stay.

(g) Venue of Appeal Hearing

The time, date and location of hearings shall be set by the Chair of the Appeal Committee.

(h) Notice of Appeal Hearing

Notice of an appeal hearing by the Appeal Committee shall be given at least thirty (30) days prior to the date fixed for the hearing of the appeal.

(i) Evidence at Appeal Hearings

The parties concerned shall have the right to be heard in person and may, at their expense, be represented by a person of their choice and with the leave of the Appeal Committee, may produce such additional evidence as the Appeal Committee deems relevant to the proper hearing of the appeal.

### 15.3 NOTICES

All notices pursuant to this section shall be deemed to have been given at the time they are personally served or deposited with the post office or commercial carrier and directed to the last known address of the individuals concerned.



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## **16. RECIPROCAL AGREEMENTS**

### **16.1 AGREEMENTS**

The Board may enter into agreements with any club or organization conducting registration records for purebred dogs, or clubs, associations and companies when, in the opinion of the Board, such agreements will further the interests of purebred dogs and their responsible owners and breeders in Canada.

### **16.2 CONSISTENT WITH THE ACT**

All agreements entered into, as provided in this section, must be consistent with the Act.

### **16.3 COPY WITH AGRICULTURE CANADA**

A copy of all such agreements shall be forwarded to Agriculture Canada.

## **17. CONDUCT OF BUSINESS**

### **17.1 FISCAL YEAR**

The fiscal year of the Club shall be the calendar year, January 1 to December 31.

### **17.2 OFFICERS**

The Officers of the Club, for legal purposes, shall be the Chair of the Board and the Executive Director.

## **18. ANNUAL REPORTS**

### **18.1 REPORT TO THE ANNUAL GENERAL MEETING**

The membership, in attendance at each Annual General Meeting, shall be provided with the following reports:

- (a) A complete report of the affairs of the Club;
- (b) A detailed statement duly audited of the receipts and expenditures of the preceding year of the assets and liabilities of the Club, together with such supplementary statements as the auditors consider necessary so that the members may be fully informed on the financial condition of the Club.

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- (c) A statement disclosing the compensation paid to any employee of the Club during the year, where the compensation is in excess of \$100,000.00. The statement shall set out the name and position of the employee as well as details of that employee's compensation, such as remuneration earned through base salary, variable or performance-related income or bonuses, benefits in kind, and any other incentive or benefit received by the employee, including any salary, remuneration or benefit of any kind received from a corporation or other entity controlled directly or indirectly by the Club.
  - (d) A detailed statement setting out the remuneration, allowance and benefits of any kind paid or provided by the Club, or any corporation or other entity controlled directly or indirectly by the Club, to each director during the year.

## 18.2 REPORT TO AGRICULTURE CANADA

A copy of the audited Club financial statements shall be forwarded to Agriculture Canada within twenty (20) days of an Annual General Meeting.

## 19. INCOME AND PROPERTY

### 19.1 DEEMED SOLELY TO BE THAT OF THE CLUB

The income and property of the Club from whatever source derived shall be applied solely towards the promotion and furtherance of the Objects of the Club and no part thereof may be available directly or indirectly as profit or gain to members of the Club past, present or future, or to any person claiming through any member.

## 20. PUBLICATIONS

- 20.1 The Club may publish an Official Publication and such other publications as may be deemed necessary.

## 21. STUD BOOKS

- 21.1 The Board may cause to be published extracts from the Club's registration records which shall be in such form and contain such information as may be decided by the Board. The extracts published for

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any given year shall be known as “The Canadian Kennel Club Stud Book” for that year.

- 21.2 If necessary, the charge for the current volume (or parts thereof), and back volumes, shall be fixed by the Board.

## **22. BREEDING AND IDENTIFICATION RECORDS**

### **22.1 FULL PARTICULARS**

The term “full particulars”, as used in this section shall include all of the following: Name of dog, sex, registration number if registered anywhere, country of birth, name and address of breeder, name of breed, date of birth, tattoo markings (if and when tattoo marked), microchip transponder characters (if and when microchip implanted), name of sire (and registration number if registered), name of dam (and registration number if registered), and name and full address of the person from whom the dog was purchased or otherwise acquired.

### **22.2 MAINTAINING RECORDS**

Every person who is engaged in the breeding, buying or selling of dogs, whether as principal or agent or assignee, shall keep and retain for at least seven (7) years, a record which shall contain all of the following information:

- (a) Full particulars of every dog in his possession by reason of ownership, lease or agreement;
- (b) Full particulars of every dog the person imported to Canada including date of purchase and date of importation;
- (c) Full particulars of every dog the person sold or otherwise disposed of including date of sale and name and full address of the person to whom the dog was sold or otherwise disposed of;
- (d) Full particulars of every dog to which his dog was mated including the name and full address of the owner and dates of mating.

### **22.3 INSPECTION OF RECORDS**

When and if, as a result of any charge or complaint laid by any person, or on a random basis when deemed necessary, the Registration Committee feels

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that an inspection of breeding and/or identification records is advisable, the Registration Committee shall have the authority to conduct an inspection, on behalf of the Club, of the breeding records kept by the breeder, of the adequacy of the system of identification practiced by such breeder and of the manner in which such system of identification is being practiced by the breeder. The Registration Committee may appoint a committee or person to conduct such inspection or ask for the breeding records to be forwarded for examination in the office.

#### 22.4 SUSPENSION OF REGISTRATION

If such inspection should indicate that the records and identification system as practiced by the person are in such a state as to raise a doubt as to the identity of any or all of the dogs in his possession or his property, or the accuracy of applications submitted to the Club, the Registration Committee may suspend the certificate of registration of any number of dogs and the progeny thereof. Such suspension shall continue until lifted by the Registration Committee or registration is cancelled as provided in Section 27.9 and/or Section 28.12 of these By-laws.

#### 22.5 DISCIPLINARY ACTION

Failure to produce the aforesaid records for inspection, as required, and provided the breeder has been properly notified, shall be deemed an admission that such records have not been maintained. Subject always to Section 15 of these By-laws and the provisions of the Act, such failure shall be dealt with as a disciplinary matter.

### 23. CERTIFICATES AND PEDIGREES

#### 23.1 CONTENT

All certificates and certified pedigrees issued by the Club shall be in such form and contain such information so as to conform to the provisions of the Act.

### 24. BREED RECOGNITION

#### 24.1 RECOGNIZED BREEDS

The following list represents the breeds which were recognized by the Club and eligible for registration at the time these By-laws were approved and printed:

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Affenpinscher	Dachshund (*)
Afghan Hound	Dalmatian
Airedale Terrier	Dandie Dinmont Terrier
Akita	Deerhound (Scottish)
Alaskan Malamute	Doberman Pinscher
American Eskimo Dog	Drever
American Staffordshire Terrier	English Toy Spaniel
Anatolian Shepherd Dog	Entlebucher Mountain Dog
Australian Cattle Dog	Eurasier
Australian Kelpie	Finnish Lapphund
Australian Shepherd	Finnish Spitz
Australian Stumpy Tail Cattle Dog	Fox Terrier (Smooth)
Australian Terrier	Fox Terrier (Wire)
Barbet	Foxhound (American)
Basenji	Foxhound (English)
Basset Hound	French Bulldog
Beagle	German Pinscher
Bearded Collie	German Shepherd Dog
Bedlington Terrier	Glen of Imaal Terrier
Belgian Shepherd Dog (*)	Great Dane
Berger des Pyrenees	Great Pyrenees
Berger Picard	Greater Swiss Mountain Dog
Bernese Mountain Dog	Greenland Dog
Bichon Frise	Greyhound
Black Russian Terrier	Griffon (Brussels)
Bloodhound	Griffon (Wire-Haired Pointing)
Border Terrier	Harrier
Borzoi	Havanese
Boston Terrier	Hovawart
Bouvier des Flandres	Ibizan Hound
Boxer	Iceland Sheepdog
Braque Francais	Irish Terrier
Briard	Irish Wolfhound
Bull Terrier	Italian Greyhound
Bull Terrier (Miniature)	Japanese Chin
Bulldog	Japanese Spitz
Bullmastiff	Karelian Bear Dog
Cairn Terrier	Keeshond
Canaan Dog	Kerry Blue Terrier
Canadian Eskimo Dog	Komondor
Cavalier King Charles Spaniel	Kuvasz
Cesky Terrier	Lagotto Romagnolo
Chihuahua (*)	Lakeland Terrier
Chinese Crested Dog	Leonberger
Chinese Shar-Pei	Lhasa Apso
Chow Chow	Lowchen
Collie (*)	Maltese
Coonhound (Black and Tan)	Manchester Terrier
	Mastiff

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Miniature Pinscher	Scottish Terrier
Mudi	Sealyham Terrier
Neapolitan Mastiff	Setter (English)
Newfoundland	Setter (Gordon)
Norfolk Terrier	Setter (Irish Red & White)
Norrbottenspets	Setter (Irish)
Norwegian Buhund	Shetland Sheepdog
Norwegian Elkhound	Shiba Inu
Norwegian Lundehund	ShihTzu
Norwich Terrier	Shikoku
Old English Sheepdog	Siberian Husky
Otterhound	Silky Terrier
Papillon	Skye Terrier
Pekingese	Soft-Coated Wheaten Terrier
Petit Basset Griffon Vendeen	Spaniel (American Cocker)
Pharaoh Hound	Spaniel (American Water)
Pointer	Spaniel (Blue Picardy)
Pointer (German Long- Haired)	Spaniel (Brittany)
Pointer (German Short- Haired)	Spaniel (Clumber)
Pointer (German Wire- Haired)	Spaniel (English Cocker)
Polish Lowland Sheepdog	Spaniel (English Springer)
Pomeranian	Spaniel (Field)
Poodle	Spaniel (French)
Portuguese Sheepdog	Spaniel (Irish Water)
Portuguese Water Dog	Spaniel (Sussex)
Pudelpointer	Spaniel (Welsh Springer)
Pug	Spanish Water Dog
Puli	Spinone Italiano
Rat Terrier	Staffordshire Bull Terrier
Retriever (Chesapeake Bay)	Swedish Valhund
Retriever (Curly-Coated)	Tibetan Mastiff
Retriever (Flat-Coated)	Tibetan Spaniel
Retriever (Golden)	Tibetan Terrier
Retriever (Labrador)	Toy Fox Terrier
Retriever (Nova Scotia Duck Tolling)	Vizsla (Smooth)
Rhodesian Ridgeback	Vizsla (Wire-Haired)
Rottweiler	Weimaraner
Saint Bernard	Welsh Corgi (Cardigan)
Saluki	Welsh Corgi (Pembroke)
Samoyed	Welsh Terrier
Schapendoes	West Highland White Terrier
Schipperke	Whippet
Schnauzer (Giant)	Xoloitzcuintli
Schnauzer (Miniature)	Yorkshire Terrier
Schnauzer (Standard)	(*) Subject to Section 24.2

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## 24.2 SPECIAL REGULATIONS

The registration of Belgian Shepherd Dogs, Chihuahuas, Collies, and Dachshunds, shall be subject to the provisions of special regulations as may be prescribed by the Board. Such special regulations pertaining to these breeds, and others as may become necessary, shall be included in Club Policy, which is available from Head Office upon request.

## 24.3 ADDITIONAL RECOGNIZED BREEDS

New breeds may be added to the above list of recognized breeds; however, each new breed must first meet the conditions of approved Club Policy for the “Recognition of New Breeds” and the provisions of the Act.

## 24.4 BREED STANDARDS

The standards of breeds recognized by the Club shall be those standards published in the current edition of the Club’s Book of Breed Standards. The Board shall have the authority to adopt new breed standards, and to amend any standards adopted by the Club previous to the enactment of this By-law.

## 24.5 REPRESENTATION AS PUREBRED

Any person, company or club representing a dog as a purebred specimen of any of the recognized breeds listed in Section 24.1 shall by such act be deemed to have represented the dog as one which is registered or eligible for registration under Section 26.1 of these By-laws.

## 24.6 DIVISION OF BREED

The Board may, as it deems advisable for registration purposes, divide any recognized breed into two (2) or more distinct breeds, and shall have the authority to prescribe regulations governing any such division which it may order or has, in the past, been ordered by the members of a previous Board. Such regulations shall not, however, be effective until approved by Agriculture Canada. No claim may be made against the Club or its Board by reason of any loss or damage resulting from such divisions and/or reclassification of registered dogs in the breed so divided.

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## 25. IDENTIFICATION

### 25.1 UNIQUE IDENTIFICATION

All dogs must be physically and permanently identified with a unique identification number in order to be eligible for registration. Each registration certificate for each dog shall therefore have the corresponding identification number recorded thereon, thus allowing each dog to be irrefutably distinguished from any other dog. Such unique identification may also be used to assist in the recovery of lost dogs.

### 25.2 ACCEPTED FORMS OF IDENTIFICATION

There are two (2) approved forms of identification for the purpose of registration and recovery; microchip transponder implant and tattoo. Regulations regarding both methods are outlined in this Section.

(a) Microchip Transponder Implants:

Only CKC approved microchip transponder implants may be used for identification purposes.

Only CKC approved microchip transponder implants may be used for identification purposes. For the purpose of these By-laws, a CKC approved microchip transponder implant, shall be that which meets the Canadian Standard for microchip technology (see Note below in this section for definition of Canadian Standard), and shall not exceed the system design requirements as noted in Club Policy, and the transponder number shall be unique, in the sense that it shall not conflict with any microchip transponder number currently registered with CKC.

Prior to performing an implant, the transponder must be scanned to confirm that it is functional and to confirm that the number of the transponder corresponds with that of the bar code.

In Canada, a microchip transponder may only be implanted in a dog by a Doctor of Veterinary Medicine or by the current owner of the dog at the time of implant.

**Note:** The “Canadian Standard” is a microchip technology which has been unanimously endorsed by CKC, the Canadian Veterinary Medical Association, the Canadian Federation



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of Humane Societies, the Pet Industry Joint Advisory Council of Canada and Agriculture Canada. Specifics regarding the nature of this technology may be obtained by contacting Head Office.

(b) Tattoos:

Only CKC approved tattoo combinations may be used for identification and recovery purposes. For the purpose of these By-laws, a CKC approved tattoo combination, shall be a tattoo which contains a tattoo series and other necessary components as described in this section or Section 25.7 of these By-laws, the number of characters of which cannot exceed seven (7) in total and the tattoo combination shall be unique, in the sense that it shall not conflict with any other tattoo combination currently registered with CKC.

Those persons wishing to use tattoo combinations for the purpose of identification, shall first make application to Head Office for a tattoo series (two (2) or three (3) characters which shall consist of letters and/or numbers) and such application shall be accompanied by the appropriate fee. Upon approval, a series will be assigned and designated for the exclusive use of the person(s) noted in the application.

Tattoo series are issued for a period of five (5) years. Failure to use or renew tattoo series could result in the series subsequently being reassigned to another applicant for his future exclusive use.

Tattoo series may be approved for transfer upon making application to Head Office, along with the appropriate fee. If approval for transfer is granted, the tattoo series will continue in the names of the newly registered tattoo series holders for the balance of the original five (5) year term.

A tattoo combination, used for the purpose of registering any purebred dog, must contain the following components:

- (i) The CKC registered tattoo series of the owner of the dog at birth;
- (ii) A dog serial number assigned to the particular dog (a unique number of one (1), two (2) or three (3) digits ranging from 1 to 999); and

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- (iii) A letter of the alphabet representing the respective year in which the dog was born (see Section 25.7(e) below).

### 25.3 RESPONSIBILITY FOR IDENTIFICATION

Regardless of the form of identification used or by whom the dog is actually and physically identified, the owner of the dog at birth or the owner upon import of a foreign dog, is ultimately responsible for ensuring that each dog is properly identified.

### 25.4 IDENTIFICATION PRIOR TO DOG LEAVING PREMISES

For the purpose of registration, all Canadian born dogs and all imported foreign dogs, disposed of for a consideration, monetary or otherwise, must be physically and permanently identified prior to the new owner taking possession of the dog and prior to the dog leaving the premises of the owner at birth or the premises of the owner upon import. Any subsequent owner of a dog must certify on the application for transfer of ownership that the dog is properly identified at the time of sale or other disposition.

### 25.5 IDENTIFICATION FOR MULTIPLE IMPORTS

In accordance with the federal regulations, dogs entering Canada from any foreign country which are under eight (8) months of age and included in shipments of two (2) or more dogs, must be identified with a microchip transponder which meets the Canadian Standard (as defined in Section 25.2(a) above). Tattoos are not acceptable as an alternative form of identification under such circumstances.

Note: This regulation does not apply to one (1) or two (2) personally owned pet dogs accompanied by their owner, nor does it apply to assistance dogs, such as seeing-eye dogs. Additionally, all dogs entering Canada for CKC sanctioned shows, trials or events are specifically exempt from this regulation, upon documentation being presented to provide evidence of participation in such functions.

### 25.6 IDENTIFICATION BY MICROCHIP TRANSPONDER IMPLANT

The following regulations shall apply when microchip transponder implants are used for the purpose of identification:

- 
- (a) Only one (1) microchip transponder implant site is acceptable for registration and recovery purposes; that being between the withers of the dog;
  - (b) The bar code or the transponder number must appear on the application for registration purposes. One of the accompanying bar code labels shall be affixed to the application or in the case of on-line applications, the transponder number will be entered by the applicant;
  - (c) A dog which resides in a foreign country, is owned by a non-resident and is to be registered with the CKC, may be implanted with a CKC approved transponder and the identification section of the application must subsequently be completed and the bar code shall be provided as prescribed in (b);
  - (d) A foreign born dog which has been imported by a Canadian and has not previously been identified prior to arrival in Canada, shall be identified with a CKC approved microchip transponder prior to making application for registration of the dog;
  - (e) In circumstances where a foreign born dog has been imported by a Canadian and the dog has been previously identified with a CKC approved microchip transponder, this transponder may be accepted as identification for the purposes of registration if the application for registration is accompanied by a certification from a veterinarian or authorized CKC official, confirming that the dog has been electronically scanned, that the microchip transponder is properly located between the withers, that it meets the Canadian Standard and that the number found upon scanning is identical to the number permanently represented on the application for registration.

## 25.7 IDENTIFICATION BY TATTOO

The following regulations shall apply when tattoos are used for the purposes of identification:

- (a) The tattoo combination must be applied to the right or left ear or the right or left flank of the dog;
- (b) The number of characters of the tattoo must not exceed seven (7) in total form;

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- (c) A dog which is co-owned at birth may be identified using the registered tattoo series of any one (1) of the co-owners;
- (d) A dog may also be identified with the registered tattoo series of the new owner; however, in such circumstances the tattoo must be applied prior to the new owner taking possession of the dog and prior to the dog leaving the premises of the owner at birth. In such circumstances, the application for registration must be accompanied by a letter from the owner at birth, in which permission is granted for the alternate use of the new owner's tattoo series;
- (e) The following letters shall signify the year in which a dog is born:
- |          |          |          |          |
|----------|----------|----------|----------|
| K – 2000 | L – 2001 | M – 2002 | N – 2003 |
| P – 2004 | R – 2005 | S – 2006 | T – 2007 |
| U – 2008 | W – 2009 | X – 2010 | Y – 2011 |
| Z – 2012 | A – 2013 | B – 2014 | C – 2015 |
| D – 2016 | E – 2017 | F – 2018 | G – 2019 |
| H – 2020 | J – 2021 | K – 2022 | L – 2023 |

**Note:** The letters I, O, Q and V have been purposely excluded as year letters at the request of Agriculture Canada, due to their similarity in appearance with other letters or numbers once applied.

- (f) For the purpose of CKC registration, in circumstances where a dog which resides in the United States of America, its owner is not a Canadian resident and the dog has not previously been identified, the dog shall be identified with a CKC approved tattoo combination. In such cases, the non-resident would either have to be in possession of a CKC registered tattoo series or they would have to apply for a tattoo series in the manner prescribed in Section 25.2(b) herein.
- (g) For the purpose of CKC registration, in circumstances where a dog resides in the United States, its owner is not a Canadian resident and the dog has been previously identified with a foreign tattoo, such tattoo may be deemed as acceptable identification in an application to register an imported foreign dog. In order for such a tattoo to be considered, the application would have to
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be accompanied by a certification from a veterinarian or authorized CKC official, confirming that the dog has been physically examined and that the tattoo combination, represented on the application, is present and appropriately located on the dog. Alternatively, the three (3) or four (4) generation pedigree issued by the foreign club and which must accompany the application for registration, shall contain the corresponding foreign tattoo combination as part of the permanent record. Upon confirming either of the above, and if the tattoo is not in conflict with any tattoo combination currently registered with CKC, the tattoo will then be accepted as an appropriate form of identification;

- (h) A foreign born dog which has been imported by a Canadian and has not previously been identified prior to arrival in Canada shall be identified prior to making application for registration of the dog, with a CKC approved tattoo series and the appropriate serial number. A year letter is not required on an imported dog;
- (i) In circumstances where a foreign born dog has been imported by a Canadian and the dog has been previously identified with a foreign tattoo that complies with Section 25.7(a) and (b), the tattoo may be deemed as acceptable identification in an application to register an imported foreign dog. In order for such a tattoo to be considered the application would have to be accompanied by a letter signed by the applicant stating that the tattoo was applied to the dog prior to the dog entering the country and confirming that the dog has been physically examined and that the tattoo combination represented on the application is present and appropriately located on the dog.

Alternatively, the three (3) or four (4) generation pedigree issued by the foreign club and which must accompany the application for registration, shall contain the corresponding foreign tattoo combination as part of the permanent record. Upon confirming either of the above, and if the tattoo is not in conflict with any tattoo combination currently registered with CKC, the tattoo shall then be accepted as an appropriate form of identification.

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## 26. GENERAL ELIGIBILITY FOR REGISTRATION

### 26.1 ELIGIBILITY FOR REGISTRATION

Any dog born in Canada of a litter registered with the Club and any dog registered in any of the foreign stud books or records which are recognized by the Club shall be eligible for registration with the Club, upon application in accordance with these By-laws. In order to ensure continued conformity with breed distinguishing characteristics, the owner at birth of a dog of any of the breeds listed below for which registration is sought, shall certify that both parents of the dog conform to the breed distinguishing characteristics as developed for that breed.

Anatolian Shepherd Dog  
Australian Kelpie  
Black Russian Terrier  
Finnish Lapphund  
Glen of Imaal Terrier  
Lagotto Romagnolo  
Mudi  
Portuguese Sheepdog  
Rat Terrier  
Retriever (Curly-Coated)  
Retriever (Flat-Coated)  
Setter (English)  
Setter (Gordon)  
Setter (Irish)  
Setter (Irish Red & White)  
Shikoku  
Spanish Water Dog  
Tibetan Mastiff

### 26.2 RULES OF ELIGIBILITY AND BREED DISTINGUISHING CHARACTERISTICS

The Board of Directors shall appoint a committee comprised of members in good standing to facilitate the formulation and amendment of Rules of Eligibility (ROE) for the recognized breeds listed in Section 24.1 of these By-laws, as well as those new breeds proposed for recognition in accordance with Section 24.3 of these By-laws. The duties and responsibilities of this committee shall be as defined in Club Policy.

Those interested persons with broad involvement with a breed as defined in Club Policy shall be entitled to contribute to the development of proposed ROE and shall vote to confirm their support for any new or amended ROE for a breed.

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A majority affirmative vote of the votes cast by such interested persons is required in order to send new or amended ROE to a Special Referendum. If the requisite support is achieved, the Board may order a Special Referendum to include the breed under Section 26.1 of these By-laws.

The Special Referendum ballot will set out the names of the breeds. For reference purposes the breed distinguishing characteristics shall be posted electronically to the CKC website and a printed copy is available upon request. (Note: There are ten (10) traits listed in the Interpretations section of these By-Laws. All ten (10) may not apply to every breed and as a result it is not necessary to include all of the ten (10) for every breed.)

Upon approval by the Minister of the amendments passed by the membership, the name of the breed will be added to the list in Section 26.1 above and the breed distinguishing characteristics will be published in a CKC publication such that it is accessible to all members. Read here for details.

### 26.3 MORE THAN ONE SIRE

A basic principle for the Club in pedigree record keeping allows for the acceptance by the Club of any foreign certified three (3) generation pedigree (or export certificate) which reflects the presence of no more than one (1) sire for any particular mating. Under special circumstances, a foreign certified three (3) generation pedigree (or export certificate) which reflects the presence of more than one (1) sire for any particular mating may be entertained by the Registration Committee when accompanied with a DNA profile report on the dogs associated with that particular mating.

### 26.4 RECOGNIZED FOREIGN STUD BOOKS

The Board may add to or remove from the Club's list of recognized foreign stud books and records as referred to in Section 26.1 herein. The Board may also prescribe special regulations or conditions which may apply to recognition of additional stud books or records.

### 26.5 SPECIAL REGULATIONS

Notwithstanding the provisions of these By-laws the Board shall have the authority to adopt and enforce

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special regulations regarding the requirements for registration of dogs suitable for work with sheep and cattle, recognition of other stud books, testing and maintenance of registration and other records considered desirable by the Board.

26.6 **SPECIAL REGULATIONS –  
INDIGENOUS BREEDS**

The Board may adopt and the Club may enforce special regulations designed to re-establish, or maintain, the following breeds: Canadian Eskimo Dogs, Retrievers (Nova Scotia Duck Tolling) and Tahltan Bear Dogs. Such regulations on registration need not be consistent with customary registration procedures set forth in these By-laws but must be consistent with the provisions of the Act. No dog is to be considered automatically eligible for registration under this section. Each application will be dealt with independently.

26.7 **SUBJECT TO BY-LAWS**

The foregoing shall in every respect be subject to the provisions of Sections 24.5 and 30.1 of these By-laws.

26.8 **ELECTRONIC SIGNATURES**

Unless otherwise specifically provided in these By-laws, any document permitted or required to be signed may be signed by an electronic signature.

**27. REGISTRATION OF LITTERS**

27.1 **APPLICATION FOR REGISTRATION**

The owner, or owners, at the time of birth may make application for registration of a litter born in Canada. The form and manner in which such application is to be made shall be prescribed by the Board. All such applications must contain the owner's, or owners', signature(s) as required in these By-laws.

27.2 **DAM OF THE LITTER**

The dam must be registered with the Club in the name of the person signing the application for registration as owner or lessee at the time of the birth of the litter.



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### 27.3 SIRE OF THE LITTER

An application to register the birth of a litter must contain the following information about the sire:

- (a) If owned or leased by a resident of Canada, it must be confirmed that the sire is registered with the Club in the name of the person certifying the service;
- (b) If owned by a resident of United States, certification must be provided by the American club, confirming that the sire is registered or enrolled in an American stud book recognized by this Club in the name of the person who has certified the service and signed the application as the owner of the sire at the time of service. Such certification shall be in the form of an authorized signature of a person representing the American club being applied in the appropriate location on the litter application;
- (c) If owned by a resident of a country other than Canada and United States, certification must be provided by the foreign club, confirming that the sire is registered or enrolled in a foreign stud book recognized by this Club in the name of the person who has certified the service and is indicated as the owner of the sire at the time of service. Such certification shall be in the form of a document provided by the foreign club, which shall contain the signature of the owner of the sire;
- (d) If owned by a resident of a country other than Canada and providing that the sire is not registered with the Club, a copy of the certified pedigree of the sire (showing a minimum of three (3) generations and the registered name and number for every dog in the pedigree), verified in writing by the owner as being current and accurate, must accompany the application for litter registration;
- (e) Where a foreign born sire is recorded in an American stud book recognized by this Club, the requisite copy of the certified three (3) generation pedigree shall be a copy of the pedigree issued in the country from which the dog was exported to the United States, verified in writing by the owner as being current and accurate.

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## 27.4 SIGNATURES

- (a) An application to register the birth of a litter must contain the signatures of the following persons:
  - (i) Owners or lessees of the sire, certifying the dates of service, other than in such circumstances as noted in (d) below;
  - (ii) Owners or lessees of the dam at the time of service, certifying to the service of the dam by the sire named on the application on the dates set forth on the application;
  - (iii) Owners or lessees of the dam at the time of birth of the litter, certifying the date of birth and the number of males and females alive at the time of application for registration of the litter;
  - (iv) Owners or lessees of the dam at the time of birth of the litter, certifying that the sire and dam named on the application for registration of the litter conform to the breed distinguishing characteristics as described in the Rules of Eligibility (ROE) and as outlined in the By-laws Addendum.
- (b) If the owner or lessee of the sire refuses to provide the necessary signature, or otherwise fails or neglects to sign the application as required, the Registration Committee shall have the authority to order that the litter be registered without the signature except where the parties have agreed in writing that signatures will not be provided until such time as the terms of such agreement have been met in full;
- (c) Failure or refusal to provide a necessary signature on an application without just cause is a disciplinary offence;
- (d) If the sire is registered or enrolled in a foreign stud book (other than an American stud book) which is recognized by this Club and the necessary certification as required under Section 27.3(c) of these By-laws has been provided, the signatures noted in (a) (i) above shall not be necessary.

## 27.5 BREEDER

The breeder of a litter is the owner or lessee of the dam at the time of service. The first owner is the

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owner or lessee of the dam at the time the litter was born.

#### 27.6 ARTIFICIAL INSEMINATION

A litter born in Canada as a result of artificial insemination, the progeny of a dam registered in the records of the Club, may be registered under regulations approved by the Club. Frozen semen may be considered and treated as an entity in its own right, separate from that of the donor dog, subject to the policies established by the Club.

#### 27.7 MULTIPLE SIREs

The litter(s) of a dam mated to two (2) or more stud dogs is eligible for registration in accordance with prescribed policies and procedures. For purposes of DNA verification of parentage, copies of approved DNA certificates for the sire(s), the dam and each puppy in the litter(s) for which registration is sought, must accompany the application(s) for litter registration.

#### 27.8 PARENTAGE TESTING

The standards for parentage testing which may include blood typing for DNA analysis or other methods that may become feasible to use for the purpose of parentage testing, may be established and strengthened by the Board.

Notice of such standards or changes thereto shall be conveyed, in advance, to all members through the Official Publication. Implementation of such standards or changes thereto, shall always be subject to the approval of Agriculture Canada.

#### 27.9 CANCELLATION OF REGISTRATION

The Registration Committee shall have the authority to cancel or prohibit the registration, if not already effected, the registration of any litter where the Committee has reason to believe any or all of the following to be the case:

- (a) That the litter is not purebred;
- (b) That any part of an application for registration of a litter contains false information or false representation or information calculated to mislead;

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- (c) That there has been a failure to disclose all relevant information.

## **28. REGISTRATION OF INDIVIDUAL DOGS**

### **28.1 APPLICATION FOR REGISTRATION**

The owner, or owners, at the time of birth may make application for registration of a dog and the form and manner in which such application is to be made shall be prescribed by the Club. All such applications must contain the owner's, or owners', signature(s) as required in these By-laws.

### **28.2 CANADIAN BORN**

The owner at time of birth may make application for registration of a dog born in Canada provided the litter of which the dog is part has been first registered with the Club.

### **28.3 DOG REGISTERED WITH AKC**

A resident of the United States may make application to register a dog that has been registered in the stud book of the American Kennel Club. In order to do so, a copy of the AKC certificate of registration, showing the applicant as being the owner of the dog, must accompany the application, along with the copy of the certified pedigree which sets forth the ancestry to a minimum of three (3) generations, and the registered name and number of every dog in said pedigree, verified in writing by the owner as being current and accurate.

### **28.4 DOG IMPORTED TO THE UNITED STATES BUT NOT AKC REGISTERED**

A resident of the United States may make application to register a dog that has been imported to the United States but is not registered in the stud book of the American Kennel Club. Notwithstanding any other provision of these By-laws, registration may only be granted if the dog is of a breed that is recognized by the Club and not registerable in the AKC stud book. Such application must be accompanied by a copy of the certified three (3) generation pedigree (or copy of the export pedigree if imported from the UK), issued from a foreign stud book recognized by the Club verified in writing by the owner as being current and accurate. The foreign pedigree or (export pedigree) shall indicate that the U.S.

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importer's ownership has been officially recorded in the records of the foreign organization and shall set forth the ancestry to a minimum of three (3) generations, and the registered name and number of every dog in said pedigree.

## 28.5 IMPORTED TO CANADA

A person resident in Canada who imports a dog may make application for registration of a dog imported to Canada provided that the following conditions can be satisfied:

- (a) The application for registration of the dog is accompanied by a copy of the certificate of registration and additionally, in circumstances where required, a copy of an export pedigree, verified in writing by the owner as being current and accurate, issued by a club or organization whose stud book or record is recognized by the Club according to the provisions of Section 26 of these By-laws. The certificate shall include all of the following information: registered name of dog, foreign registration number, tattoo markings or microchip transponder characters (if dog was identified in its country of birth).

If the certificate of registration (or export certificate) sets forth the ownership of a resident of Canada, other than the resident of Canada who imported the dog to Canada, then the foreign certificate shall not be accepted as a basis for registration of the dog in the records of the Club.

- (b) The certificate referred to in (a) above includes, or is accompanied by an acceptable copy of a certified pedigree, which sets forth the known pedigree of the dog to a minimum of three (3) generations of ancestry, and that there is a registration number for every dog in the said pedigree;
- (c) If and when required by the Club, satisfactory evidence that the dog was in fact imported to Canada and by whom it was imported;
- (d) If and when required by the Club, a signed statement or certification of the foreign stud book or record which issued the certificate referred to in (a) above that transfer of the dog to the resident of Canada applying for registration in Canada has been recorded in their records.

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## 28.6 MULTIPLE DOGS IN SHIPMENT

If an imported dog was part of a single shipment which included two (2) or more dogs of the same colour, breed and sex, then notwithstanding the provisions of these By-laws, the dogs included in the shipment are not eligible for registration in the Club's records unless the following conditions can be satisfied:

- (a) Prior to being exported to Canada, each dog was identified in accordance with the provisions of Section 25 of these By-laws.
- (b) The records of such identification shall appear on the certificate of registration (or export certificate) issued by a recognized club or stud book in the country from which the dogs were exported to Canada. In circumstances where the foreign club does not include identification information on these documents, then certification from a veterinarian confirming the identity of the dogs must accompany the dogs in the shipment.
- (c) Each dog in the shipment was accompanied by its certificate of registration or export certificate.

## 28.7 OWNER MAKING APPLICATION

The owner of a dog may make application for registration of a dog, the registration of which is not provided for in Sections 28.2, 28.3, 28.4 and 28.5 of these By-laws; however, such application must be consistent with Sections 26.1, 26.5 and 26.6 of these By-laws.

## 28.8 CANADIAN RESIDENT MAKING APPLICATION

A resident of Canada may make application for registration of a dog imported to Canada, the certificate of registration or certified pedigree for which has been issued by a foreign stud book or record which is not recognized by this Club. Such application must be consistent with all other provisions of Section 28.5 of these By-laws and the Act. In each instance, acceptability for registration shall be subject to special regulations adopted by the Board and approved by Agriculture Canada. No dog is to be considered automatically eligible for registration under this By-law, nor shall it pertain

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to those dogs registered in a stud book or record provided for elsewhere in these By-laws.

## 28.9 SIGNATURES

- (a) An application to register an individual dog must contain the signatures of the following persons:
  - (i) If the dog is born in Canada, the signatures of all owners at the time of birth;
  - (ii) If the dog is imported to Canada, the signatures of all importers;
  - (iii) If the dog is owned by a resident of the United States, the signatures of all owners as currently recorded in an American stud book or records recognized by the Club;
- (b) If the owner at the time of birth or the importer refuses to provide the necessary signature, or otherwise fails or neglects to sign the application as required, the Registration Committee shall have the authority to order that the dog be registered without the signature except where the parties have agreed in writing that signatures will not be provided until such time as the terms of such agreement have been met in full;
- (c) Failure or refusal to provide a necessary signature on an application, without just cause, is a disciplinary offence.

## 28.10 NAMES

The following rules shall apply with respect to the naming of dogs:

- (a) No two (2) dogs of the same breed may have the same name; however, no change may be made in the name of an imported dog. The Recording Office may add a numeral affix to a dog's name for the purpose of distinguishing between dogs which otherwise have the same name;
- (b) The right is reserved to change any name when necessary, preserving, however, as far as possible, some characteristics of the name given on the application;
- (c) The registered name of a dog should be limited to thirty-five (35) characters, including spaces and punctuation. An additional fee will

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be incurred when more than thirty-five (35) characters are chosen to a maximum of fifty (50) characters;

- (d) The name of a Canadian born dog that is CKC registered may be changed by the owner(s) up to one (1) year from the date of registration. This change will only be permitted with the written consent of the owner at birth. No change in the registered name will be allowed after the dog has whelped or sired a CKC registered litter or progressed towards any CKC title.
- (e) The name of an imported dog may not be changed, and no claim may be made against the Club should the name of an imported dog infringe on the rights of any person, partnership or company whose kennel name has been registered by the Club;
- (f) Notwithstanding any other provisions of these By-laws or agreements entered into by the Club, the names of members of the Royal Family and national leaders shall not be permitted in connection with the naming of dogs for registration purposes;
- (g) Subject only to the provisions of subsection (e), the Club shall have the authority to refuse the use of a name, for the purpose of registration of individual dogs in the Club's records, if in the opinion of the Club, such name infringes on the rights of any person, partnership or company whose kennel name has been reserved by the Club or if the name includes obscenities or words derogatory to any race, creed or nationality or transliterations of such words;
- (h) The name of a Canadian born dog may not include a word that could be construed as implying that a dog has been granted a CKC recognized title of any kind.

#### 28.11 AGE A FACTOR

Application for registration of a dog born in Canada three (3) years of age or over, which was not identified when less than one (1) year old, shall not be considered unless a letter from the first owner accompanies the application. Such letter shall set forth the reasons why the dog was not registered at an earlier date and must be satisfactory to the Recording Office. If the dog is not then in the possession of the first owner,



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identity must be established by the first owner and the owner shall also furnish a letter which must be satisfactory to the Registration Committee.

## 28.12 CANCELLATION OF REGISTRATION

The Registration Committee shall have the authority to cancel the registration, or to prohibit the registration if not already effected, of any dog where the Committee has reason to believe:

- (a) The dog is not purebred; or
- (b) That any part of an application for registration of a dog contains false information or false representation or information calculated to mislead; or
- (c) That there has been a failure to disclose all relevant information.

## 29. REGISTRATION OF TRANSFERS OF OWNERSHIP

### 29.1 DELIVERY OF REGISTRATION CERTIFICATE

- (a) Except as provided in subsections (b) and (c) below, when a dog is sold or otherwise disposed of as a purebred dog for consideration (monetary or otherwise), the person selling or disposing of the dog shall, within six (6) months of the date of sale or disposition, take all necessary action to provide the new owner with a CKC certificate of registration on which shall be recorded all of the required change of ownership information;
- (b) If the parties to such sale or disposition have agreed in writing that the dog shall be transferred into the name of the new owner and the new owner shall be provided with the certificate of registration only when certain specified obligations have been fulfilled by the new owner, then the seller shall not be obliged to transfer the dog or deliver the certificate to the new owner until the buyer has fulfilled all such obligations;
- (c) If, at the time of sale or disposition, the seller has advised the buyer in writing that the purebred dog is registered in a jurisdiction other than Canada (e.g. registered with AKC in United States of America) and, therefore, that the dog may not be able to be registered in Canada, then in accordance with the Act, the

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seller is no longer obligated to provide the new owner with a CKC certificate of registration;

- (d) It is the sole responsibility of the person selling or disposing of the dog to complete and submit to CKC all of the necessary forms and to pay all of the prescribed fees that may be related to the registration and transfer of ownership of the dog.

## 29.2 PENALTY

No person shall:

- (a) Advertise or otherwise present a purebred dog for sale on the understanding that the purchaser will pay a higher price for the dog if he wishes a certificate of registration, or a lower price if he does not want a certificate of registration; or
- (b) Sell or attempt to sell, a purebred dog on the understanding that the purchaser waives or is required to waive his right to a certificate of registration; or
- (c) Sell a dog as purebred on the understanding that the purchaser will pay the required registration and/or transfer fees; or
- (d) Sell a dog on the understanding that the purchaser pay a fee or provide other consideration, over and above the purchase price of the dog, in order to obtain a certificate of registration.

## 29.3 ISSUANCE OF CERTIFICATES UNDER SPECIAL CIRCUMSTANCES

When the Registration Committee is satisfied that a person has failed to comply with the requirements of Section 29.1 of these By-laws, it shall have the authority, upon receipt of the required information and fees, to authorize the issuance of a certificate of registration, showing duly recorded transfer of ownership to the new owner. In considering whether to exercise this authority under such circumstances, the Registration Committee may consider any factor that it deems to be relevant. Such factors may include (i) whether the issuance of a certificate would promote the Objects of the Club, (ii) the conduct of the person seeking the certificate, and (iii) whether the person seeking the issuance of the certificate has failed to comply with or contributed to or acquiesced in a failure to comply with these By-laws.

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## 29.4 APPLICATION FOR CHANGE OF OWNERSHIP

The following rules apply to every application for registration of a change of ownership of a dog:

- (a) An application for registration of change of ownership must be made in the form and manner prescribed by the Club;
- (b) The signature of the registered owner or, in the case of co-ownership, the signatures of all co-owners of the dog must appear on the application;
- (c) If the dog is to be registered in co-ownership, with the seller being one of the owners, a completed Co-Ownership Form containing the information and signatures of all of the new co-owners, must accompany the application for change of ownership. This form shall be signed by all parties at the time of the sale or disposition, or as soon as is practicably possible after the sale or disposition, but no later than the date on which the new owner(s) take physical possession of the dog;
- (d) When the registration of a change of ownership occurs simultaneously with the registration of the dog, the Club shall send the new certificate of registration to the person who owned the dog at birth and that person shall then be responsible for delivering the certificate to the new owner. If for any reason the certificate is returned to the Club, the Club may then send the certificate directly to the new owner;
- (e) Where ownership is transferred for a dog that is already registered, the Club shall send the new certificate of registration to the seller, who shall then be responsible for delivering the certificate to the new owner. If the certificate is returned to the Club, the Club may then send the certificate directly to the new owner.

## 29.5 IMPORTATION OF CANADIAN BORN DOG FROM FOREIGN COUNTRY

In circumstances where a resident of Canada purchases and wishes to import a foreign-owned dog, which was originally born and registered in Canada, then the following conditions must be satisfied prior to CKC approving a transfer into the name of the new Canadian owner:

- (a) The Canadian Kennel Club records must substantiate chain of ownership by means of the

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original Canadian Kennel Club certificate of registration having been transferred into the name of the new non-resident owner and that of any subsequent non-resident owners, up to and including the most recent non-resident owner of the dog;

- (b) The dog must have been registered in the recognized stud book or records of the foreign country;
- (c) The records of the foreign country must substantiate that the ownership of the dog has been transferred into the name of the new Canadian owner and that a certificate of registration, issued by the foreign country, has been issued in the name of the new Canadian owner. A copy of the certificate of registration, verified in writing by the owner as being current and accurate, must accompany an application to transfer the Canadian Kennel Club registration certificate into the name of the new Canadian owner;
- (d) If the most recent non-resident owner is not the person to whom the dog was originally sold, an official statement substantiating the full chain of ownership in the foreign country must be obtained from the recording office of the foreign country. This official statement must accompany the application to transfer the Canadian Kennel Club registration certificate into the name of the new Canadian owner.

## **30. NON-BREEDING AGREEMENTS**

### **30.1 NON-BREEDING AGREEMENT**

A purebred dog may be sold, or otherwise disposed of, for a consideration (monetary or otherwise), on the understanding that the new owner, or other subsequent owner or lessee thereof, will not use the dog for breeding purposes; however, such understanding will have no force or effect unless entered into on the forms (or printed facsimile) thereon provided by the Club for the purpose. Such agreement shall be signed by the parties to the agreement at the time of sale, or as soon as is practicably possible after the sale but no later than the date on which the new owner takes physical possession of the dog. This agreement shall subsequently be deposited with the Head Office of the Club when the application for registration of the change of ownership is submitted to the Head Office.

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**Note:** Please be aware that dogs sold to non-residents on a CKC non-breeding agreement are not eligible for registration in the records of a foreign registry. In order to register the dog with the foreign registry, the non-breeding agreement would have to be cancelled.

### 30.2 RECORDING OF NON-BREEDING AGREEMENT

Upon receipt of a non-breeding agreement in accordance with Section 30.1 of these By-laws, an endorsement shall appear on the face of the certificate of registration and in the records of the Club, indicating that the dog has been disposed of on the understanding as noted in the non-breeding agreement. Such understanding shall be binding upon all parties until such time as the agreement is cancelled in accordance with these By-laws. While such agreement is in effect, the progeny of a dog covered by such an agreement shall not be eligible for registration by the Club, nor shall any person have the right to force, or seek to force, the Club to proceed with the registration of any such progeny, directly or otherwise.

### 30.3 SELLING PROGENY A VIOLATION OF ACT

Anyone who sells as purebred the progeny of a dog covered by a non-breeding agreement at the time of service, shall be deemed to be in violation of the provisions of the Act.

### 30.4 CANCELLATION OF NON-BREEDING AGREEMENTS

A non-breeding agreement may be cancelled by applying in writing to Head Office on the appropriate form. Such application shall be accompanied by the required fee and the original registration certificate; the latter of which shall subsequently become the permanent property of the Club. The application for cancellation must be signed by all parties to the non-breeding agreement indicating that they are all in full and complete agreement with the cancellation of the non-breeding agreement. If the dog was returned to the initiator of the non-breeding agreement, only the consent of the original vendor of the dog shall be required to cancel the non-breeding agreement. In all other cases, the consent of any or all intervening owners of the dog may also be required, if such owner(s) so indicated in the appropriate section of any

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subsequent non-breeding agreement(s) which they, as intervening owner(s), may have obtained at the time of any of the respective sales. Cancellation of a non-breeding agreement with regard to any particular dog does not prohibit the subsequent recording of another such agreement with regard to that same dog.

## **31. CERTIFIED PEDIGREES**

### **31.1 PEDIGREES**

A certified pedigree is a genealogical table showing the ancestral line of descent of a dog as indicated by the Club's registration records and such foreign stud books as may be in the Club's files. It is certified as being correct only to the extent that it reflects the ancestral line of descent as shown in the records and stud books available to the Club and no claim may be entered against the Club or its Recording Office in the event the information shown thereon is incorrect. Each pedigree will include the registered name and number of all dogs in the ancestral line that appear in the pedigree.

### **31.2 CERTIFICATION MAY BE DECLINED**

The Club may decline to provide a certified pedigree for any reason which it deems sufficient.

## **32. DUPLICATE CERTIFICATES**

### **32.1 ISSUANCE OF DUPLICATE CERTIFICATE**

An official duplicate certificate may be issued in such circumstances and pursuant to such policies as are prescribed in Club Policy.

### **32.2 ORIGINAL BECOMES VOID**

Once a duplicate certificate has been issued, the original is void and if found, it must be returned to the Recording Office to be filed.

### **32.3 DUPLICATION OF CERTIFICATES**

No certificate shall be copied in a manner which resembles the form and colour of that of the original.

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### **33. REGISTRATION OF LEASES**

#### **33.1 LEASING FORMS MUST BE COMPLETED**

In case a male or female is leased or loaned for any purpose, the lease form supplied by the Club for that purpose must be filled in, signed by the lessee and lessor, and forwarded with the required fees to the Club so that the lease may be recorded. The Club shall uphold the terms and conditions agreed to by the lessee and lessor to the extent of those set out in the lease form supplied by the Club. A private agreement between the lessee and lessor, setting out additional terms and conditions, may not contravene these By-laws or the Act.

#### **33.2 IF OWNER IS U.S. RESIDENT**

When a resident of Canada leases a bitch owned by a resident of the United States of America, the above mentioned lease form cannot be accepted by the Club unless it is accompanied by a statement issued by a U.S. stud book recognized by the Club certifying that a similar lease has been recorded in the records of such U.S. stud book. Further, the U.S. owned dam must be registered in the records of the Club for the purpose of recording the lease agreement in Canada.

### **34. FEES**

#### **34.1 FORM OF TENDER**

All fees for transactions requiring the services of the Head Office shall be made payable to The Canadian Kennel Club and forwarded directly to the Club at their address of record. Such fees shall be in the form of cash, money order, cheque or credit card (Visa or Mastercard). Postdated cheques are not acceptable. Cash will only be accepted in person at the Head Office, with a receipt being issued accordingly. All such fees shall be payable in Canadian funds. Discounted cheques in foreign currency will not be accepted.

#### **34.2 NOTICE OF CHANGES IN FEES**

The Board shall have the authority to set new fees and change current fees for any and all services provided by the Club. Upon any of the fees being changed, notice of such changes shall be published

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in the Official Publication and such notice shall be published sufficiently in advance so as to provide at least thirty (30) days advance notice of such changes.

## **35. AMENDMENTS**

### **35.1 AMENDMENT BY REFERENDUM**

These By-laws may be amended by means of a majority affirmative vote of the votes cast in either a Regular Referendum ballot conducted concurrently with the triennial election of the Board, or in a Special Referendum ballot conducted at the discretion of the Board.

### **35.2 PROPOSAL OF REGULAR REFERENDUM AMENDMENTS**

The process of proposing a Regular Referendum amendment shall be as follows:

- (a) Each proposed amendment shall be in writing and on such form as may be prescribed by the Board and must be signed by a minimum of twenty (20) supporting members in good standing with the Club. Of the twenty (20) supporting members, there must be at least five (5) members from each of three (3) different areas. For the purposes of this section, the areas are defined as (1) British Columbia, (2) Prairie Provinces, (3) Ontario, (4) Quebec, (5) Atlantic Provinces;
- (b) A principal proposer may submit to the Executive Director with the proposed amendment, a short note (not to exceed three hundred (300) words) explaining the reasons for and effect of the proposed amendment;
- (c) Each proposed amendment must be received by the Executive Director not later than September 1st in the year preceding the year of the election of the Board;
- (d) The Executive Director, upon receipt of such amendments, shall forward same to the Club's legal counsel for a legal opinion. Any legal comments shall be referred back to the principal proposers for their information and consideration;
- (e) Any person wishing to withdraw support for any proposed amendment shall notify the principal proposer in writing, with a copy to the



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Executive Director, by January 31st in the year of the election of the Board. If, as a result of any such withdrawal of support for any proposal, the minimum requirements of Section 35.2(a) are no longer met, then such withdrawal shall invalidate the applicable referendum item.

### 35.3 CONSIDERATION BY THE COMMITTEE

The Executive Director shall provide the Legislation Committee with the proposed amendments and the accompanying comments for their consideration. Committee deliberations and consideration of the proposed amendments shall take place in the following manner:

- (a) During or following their deliberations, the Legislation Committee shall have the right to communicate directly with the sponsors on suggested changes in the original proposed amendment;
- (b) Upon conclusion of their deliberations, the Chair of the Legislation Committee shall, not later than April 30th in the year of the triennial election of the Board, provide the Executive Director with a report containing a resume of the discussion for and against the proposed amendment and any suggested changes, also a form on which all members of the Committee shall indicate by “yes” or “no” vote whether they are, or are not, in favour of the proposed amendment, or of any suggested changes. No suggested change in the proposed amendment shall be considered as having been endorsed by the Legislation Committee unless it is endorsed by a majority of the members of the Committee;
- (c) The Executive Director shall, not later than June 1st in the year of the triennial election of the Board, provide the principal proposer of each proposed amendment with the Legislation Committee’s report relating to the proposed amendments in question and a list of recommended changes, if any, which were endorsed by the Committee.

### 35.4 RESPONSE BY PROPOSERS

Upon receipt of the Committee report, it is the responsibility of each principal proposer to take the following action:

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- (a) They must first confer with all of those members who sponsored the proposed amendment and advise them of the Legislation Committee's report;
  - (b) A majority of the proposers, including the principal proposer, must be in favour of one
    - (1) of the following options:
      - (i) They may insist that their original proposed amendment be included in the referendum ballot; or
      - (ii) They may ask that the proposed amendment, as amended by the Legislation Committee, be included in the referendum ballot; or
      - (iii) They may withdraw the proposed amendment entirely;
  - (c) Following the above decision being reached by a majority of the proposers, each principal proposer shall, by registered mail, report such decision to the Executive Director not later than July 1st in the year of the triennial election;
  - (d) Where a majority of the proposers decide in accordance with Section 35.4(b) (i) and (ii) above, the principal proposer shall, at the same time, provide the Executive Director with a list representing the names of the majority of the proposers and the Executive Director shall place only the names contained in such list on the referendum ballot.

### 35.5 ELECTION COMMISSION

Once it has been determined that the requirements of these By-laws have been met in regard to the proposals for amendments, a referendum shall be held in accordance with these By-laws and such referendum shall be administered by an Election Commission which shall be appointed in accordance with Section 13 of these By-laws.

### 35.6 ELIGIBILITY TO VOTE IN REFERENDUM

In order to be eligible to vote in a referendum, a member must first meet all of the following requirements on the date the Official Voters List is created and again on the date the ballots are mailed:

- (a) be a member in good standing;

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- (b) be a resident of Canada;
  - (c) have completed one (1) year continuous membership in the Club;
  - (d) have attained the age of nineteen (19) years.

### 35.7 TIMING AND VOTING IN REGULAR REFERENDUM

A Regular Referendum ballot shall be conducted at the same time as the election of the Board under Section 12, and Sections 12.11, 12.13 and 12.14, and the first sentence of Section 12.15, shall apply to such Regular Referendum.

### 35.8 THE BALLOT

Under the direction and supervision of the Election Commission and after August 31st in the year of the triennial election of the Board, the following arrangements shall be made for the distribution of the referendum ballot and so far as possible, the ballot should take the following form:

- (a) Each proposed amendment shall be individually numbered;
- (b) A space shall be provided opposite each proposed amendment so that each voter may indicate how the voter wishes to vote;
- (c) Immediately following each proposed amendment, there shall appear the following information in the following order:
  - (i) The names of all members proposing each amendment as per Section 35.4(d) of these By-laws; and
  - (ii) Any explanatory information submitted with a proposed amendment as provided for in Section 35.2(b); and
  - (iii) In the event that the proposed amendment is in its original form, the names of all members of the Legislation Committee who are, or are not, endorsing it; or
  - (iv) In the event that the proposed amendment has been changed with the approval of both the Legislation Committee and the proposers, a statement shall be included to that effect followed by the names of the members of the Legislation Committee who are, or are not, endorsing it; and

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- (v) In the event that the Legislation Committee opposes the amendment, the Legislation Committee's report with respect to such amendment, referred to in Section 35.3(c); and
  - (vi) Any legal opinion or comments with regard to the proposed amendment that the Club has received under Section 35.2(d), at the discretion of the Executive Director (the Executive Director may edit all such information for brevity and clarity, as long as the meaning thereof is not altered).
- (d) The ballot used in a Regular Referendum shall not include any proposed amendment other than an amendment proposed in accordance with Section 35.2, whether the amendment is in its original form or as it has been changed with the approval of the Legislation Committee and the proposers;
  - (e) The ballot shall be accompanied by an explanation of how to mark and return the referendum ballot.

### 35.9 NOTICE OF REFERENDUM ITEMS TO MEMBERS

The Executive Director, before October 31st in the year of the triennial election of the Board, shall provide each member who is entitled to vote, as per Section 35.6 of these By-laws, with a copy of all proposed amendments which will be appearing in the referendum ballot.

### 35.10 COUNTING THE BALLOTS

The Election Commission shall forthwith, after the last day for receiving referendum ballots, proceed to count the votes; or with the Board's approval, counting of votes may be delegated to Head Office staff under the direction and supervision of the Election Commission.

### 35.11 REPORTING THE RESULTS

The Election Commission shall, on or before December 5th in the year of the triennial election of the Board, or as soon as is reasonably possible thereafter, provide the Executive Director with a report of the votes cast for and against each of the proposed amendments.

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## 35.12 REPORT AT ANNUAL GENERAL MEETING

The report of the Election Commission on the balloting of proposed amendments shall be placed before the next following Annual General Meeting of the Club.

## 35.13 SPECIAL REFERENDUM AMENDMENTS

Notwithstanding anything herein contained, whenever in the opinion of the majority of the Board, early amendment of an existing By-law, or the enactment of a new By-law is considered desirable, the Board shall have the authority to order a Special Referendum ballot. The process of proposing Special Referendum amendments to the membership is as follows:

- (a) Upon the decision by the Board to hold a Special Referendum ballot, the Executive Director shall cause a notice of this decision to be published in the Official Publication as soon as reasonably possible following the decision;
- (b) All members in good standing at the date of decision of the Board to conduct a Special Referendum ballot shall have the right to request that a copy of the proposed amendments be forwarded to them by regular mail;
- (c) In order to be eligible to vote in a Special Referendum, a member must first meet all of the following requirements at least fifteen (15) days prior to distributing the ballots:
  - (i) be a member in good standing;
  - (ii) be a resident of Canada;
  - (iii) have completed one (1) year continuous membership in the Club;
  - (iv) have attained the age of nineteen (19) years.
- (d) The Election Commission shall be responsible for the distribution, receipt and counting of the ballots or, with the prior approval of the Board, counting of votes may be delegated to Head Office staff under the direction and supervision of the Election Commission;
- (e) Voting in a Special Referendum shall be open for at least thirty (30) days after the ballot was distributed;
- (f) In the event that a Special Referendum is held in conjunction with an election of the Board under Section 12, Sections 12.11, 12.13 and 12.14, and

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the first sentence of Section 12.15, shall apply to such Special Referendum.

35.14 **COMPLIANCE WITH ACT**

The Club shall be deemed to have adopted, mutatis mutandis, the provisions of the Act, in particular, without limitation, the Club shall poll its voting members as necessary with regard to breed recognition, amalgamations, dissolutions and organizational name changes.

**36. AGRICULTURE CANADA APPROVAL OF BY-LAW AMENDMENTS**

36.1 **REPORT RESULTS TO AGRICULTURE CANADA**

Upon receipt of the Election Commission's report, the Executive Director shall submit same to the Minister of Agriculture and Agri-Food, requesting approval for all amendments that have been passed by the membership under Section 35.

36.2 **FAILURE OF APPROVAL**

Should the Minister notify the Club that he is not prepared to approve the By-laws or any of the subsequent amendments submitted, the Board shall have the authority to appoint a committee to interview responsible officials of Agriculture Canada. The committee shall have the authority to revise those amendments in order that they may receive Agriculture Canada approval, however, any of those amendments when re-worded, must not be contrary to the intention of the amendment as approved by majority affirmative vote on the referendum ballot. Such revised amendments shall have the same effect as if they had been approved by majority affirmative vote on the referendum ballot, and shall become effective on Agriculture Canada approval, unless otherwise indicated in the amendment.

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36.3 NOTICE TO MEMBERS UPON APPROVAL

Upon receipt of certified approval from the Minister, the Executive Director shall advise the members of the amendments by advising them of the results in the official pages of the next possible issue of the Official Publication.

36.4 EFFECTIVE DATE OF AMENDMENTS

Any amendments to these By-laws shall become effective as of the date of the approval of the Minister, or as may be otherwise indicated in any specific section of these By-laws.

Extract from

**THE ANIMAL PEDIGREE ACT**

CHAPTER 13

64. No person shall

- (j) without an express statement that the animal's registration, identification or status as a pure-bred is from a jurisdiction other than Canada and that the animal will not be registered or identified in Canada by the person, sell as registered or identified, or as eligible to be registered or identified, or as a purebred, any animal without providing to the buyer thereof within six months after the sale the animal's duly transferred certificate of registration or certificate of identification.

66. (1) Any person who contravenes any provision of this Act or the regulations

- (a) is guilty of an offense punishable on summary conviction and is liable to a fine not exceeding twenty-five thousand dollars;

or

- (b) is guilty of an indictable offence and is liable to a fine not exceeding fifty thousand dollars.

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# THE CANADIAN KENNEL CLUB

## CODE OF PRACTICE FOR CKC MEMBER BREEDERS

### **I. Purpose** [Board Motion #23-09-17]

This Code of Practice shall apply to all breeders who are members of The Canadian Kennel Club. Its purpose shall be to provide breeders with a set of mandatory standards and requirements relating to the proper maintenance, breeding, selling and overall protection of their chosen breed(s).

It shall be the aim of every breeder to breed dogs that are healthy and sound in both mind and body to ensure that the dogs are true to their heritage.

It shall also be the responsibility of every breeder to adhere at all times to proper and ethical business practices when buying, breeding, selling and placing their dogs.

### **II. Breeding Principles**

The breeding of dogs is a serious responsibility; therefore, the decision to breed should never be taken lightly. To this end, every breeder, or prospective breeder, must be willing to embrace the following general principles:

- (a) Be prepared to make a serious commitment of both time and financial resources in order to ensure that a proper breeding program can be carried out.
- (b) Be prepared to provide for the well being of the dogs, both while in your care as well as in the ultimate placement of the dogs.
- (c) Be prepared to work hard to preserve and maintain the breed for future generations through the judicious selection of breeding stock.
- (d) Be prepared to share knowledge that is gained through experience with fellow breeders, particularly those who are novices.

### **III. General Responsibilities**

The following are a set of general responsibilities that shall be understood and accepted by all CKC member breeders:

- (a) Every breeder shall be conversant with and fully adhere to the By-laws, rules, regulations, policies and procedures of CKC, as well as the requirements of the *Animal Pedigree Act (APA)*.
- (b) All litters and all dogs in each litter shall be registered with the CKC. Litter registrations shall be forwarded to CKC as soon as is reasonably possible after the birth of the dogs. Upon the sale of each dog from any litter, breeders shall transfer ownership and register each dog in the name of the purchaser in accordance with stated requirements.
- (c) At all times the dogs shall be provided with proper housing, nutrition, health care and necessary exercise.
- (d) Every breeder shall make a conscientious effort to learn about structure, movement and behavior, understand and stay current with inherited traits, congenital and hereditary health problems related to their breed, and to have a basic knowledge of health care and first aid.
- (e) Breeders are encouraged to regularly test for health and genetic problems and are encouraged to openly share the results of all such testing that is undertaken. They should also follow recommended protocols for the control of genetic disease.
- (f) Every breeder shall maintain current and accurate records pertaining to their breeding program, the particulars of all dog registrations and all sales transactions.
- (g) No breeder shall sell or donate dogs for the purpose of their being auctioned, raffled or to pet stores.

### **IV. Breeding Practices [Board Motion #23-09-17]**

In order to attain the goal of producing quality dogs, a breeder must give priority to producing dogs that are healthy and sound in both mind and body, and to selecting breeding stock that conforms to the requirements as defined by the Rules of Eligibility (ROE) for each breed where available.

- (a) Use dogs that are known to be of sound health and stable temperament.
- (b) Choose both a sire and dam that have reached such maturity that they can produce and raise a healthy litter.
- (c) Assure that all breeding documents and registrations are available for inspection and completely in order.
- (d) As the owner of a stud dog, ensure that the owner of the dam has the ability and the necessary facilities to successfully whelp, raise and assure the future well being of any resulting litter.
- (e) As the owner of the dam, ensure that the owner of the sire has the knowledge and experience to provide a safe and proper mating, including the diligent care of the dam.

## **V. Selling Practices**

All breeders have a serious responsibility when selling dogs to purchasers, whether they are fellow breeders or members of the general public. In order to fulfill this responsibility and without limiting the specifics of the The By-laws, rules, regulations, policies and procedures and the Animal Pedigree Act, all CKC breeders shall adhere to the following general sales practices:

- (a) Dogs must never be sold on a “with or without papers” basis. As noted in Section III. (b) above, all dogs must be registered with CKC.
- (b) In accordance with The By-laws, the breeder is responsible for the submission of and payment for all registration applications. Such costs may be included in the price of the dog. Under no circumstances shall the buyer be asked to submit or pay for any applications to register or transfer the ownership of a dog.
- (c) All dogs must be uniquely and permanently identified with an approved Canadian Standard microchip transponder or a tattoo, prior to leaving the breeder’s premises.
- (d) Potential purchasers of dogs shall be reasonably screened for their suitability and capability to own and meet the needs of the particular breed. The concept of a dog being a lifetime commitment should always be reinforced with the purchaser.



- (e) Breeders shall represent their dogs to prospective purchasers with honesty and integrity.
- (f) Breeders shall commit themselves to assisting novice dog owners in understanding the breed. They shall also encourage new dog owners to become involved in the activities of the sport of purebred dogs and inform them about the values in becoming a member of CKC.
- (g) Breeders shall provide a written sales agreement containing the name of the purchaser, the date of sale, a statement confirming that the dog is purebred, the name of the breed and the dog's unique identification number. In addition, all terms and conditions of the sale, including a return or replacement policy, shall be clearly defined. The agreement shall be properly dated and signed by all parties.
- (h) Breeders shall provide the purchaser with a reasonable written guarantee that protects the dog, the purchaser and the seller.
- (i) Regardless of age, spaying or neutering of all dogs sold as companions should be actively encouraged.
- (j) Purchasers should be provided with copies of all relevant documentation, including such things as CKC registration documentation, copies of non-breeding agreements, completed sales agreements, guarantees, health and vaccination records, and a set of instructions on the care, training and diet for the dog.



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