

Irish Setter Association, England



Puppy Sales Contracts – Advice to Members

Introduction

The Kennel Club strongly advised that all breeders draw up a private contract when selling their puppies. Members of the Kennel Club's 'Accredited Breeders Scheme' are required to use a puppy sales contract and are provided with a template that can be used to develop their own documentation.

The Association would also encourage its Members to use a 'puppy sales contract' when selling puppies and the following information is provided as a guide to assist Members in producing a document they can use for this purpose.

Prospective puppy purchasers should note that it is good practice for a breeder to provide a puppy sales contract. However, buyers should also note that there is not one agreed format for such a contract, the specific details being determined by the breeder concerned.

It is recommended that breeders explain the purpose and contents of their puppy sales contract to prospective purchasers at an early stage in their discussions regarding the potential sale of a puppy.

Common Features of a Puppy Sales Contract

1. Factual Information

A range of factual information should be included within the contract to identify the breeder, purchaser and the puppy being sold, such as:

- the name, address and contact details of the breeder
- the name, address and contact details of the purchaser
- the kennel club registered name of puppy and kennel club registration number
- the date of birth of the puppy
- the sex of the puppy
- the microchip number of the puppy (if appropriate)
- details of any Kennel Club endorsements (see section 5 below)
- the purchase price of the puppy
- the signature, and date of signature, of the breeder and purchaser, on the date of sale, including a declaration to confirm that both have agreed to the terms of the sale

2. Health Information

A breeder should consider including reference to health issues within their puppy sales contract. Examples of issues that may be covered are:

- Reference to the care that the breeder has taken in producing and rearing the puppy
- Reference to any health checks or health tests which have been undertaken on the puppy or its parents (for example, in the case of an Irish Setter, the contract should state that both parents are either tested clear or hereditarily clear of PRA Rcd1 and CLAD)
- Information relating to any examination that has been undertaken of the puppy by the breeders vet (such as name of vet, date of examination)
- A recommendation (or requirement) that the new owner takes their puppy to their own vet for a health check within a defined number of days of the date of purchase
- Advice on the issues that the new owner should discuss with their vet as soon as possible after purchase (such as inoculations, worming, flea treatment)
- Details of when the puppy has been wormed
- Details of inoculations (if these have been undertaken prior to sale), including the provision of relevant documentation from the relevant vet

3. Conditions of Sale

Any conditions of sale specified by a breeder will be based on their own preferences/previous experiences, but may cover matters such as:

- Details of what will happen if the new owners vet deems the puppy unfit – eg. new owner to return puppy to breeder within a set number of days and will receive a full refund
- Arrangements should it be necessary for the puppy to be rehomed at any stage of its life (most usually this would be a requirement for the dog to be returned to the breeder)
- A note to the effect that the breeder gives no guarantee as to the potential of the puppy being of show quality
- A statement that the breeder cannot give any warranty as to the health or disposition of the dog
- A request (or requirement) that the new owner agrees to participate (at the request of the breeder) in any health screening or health surveys conducted by the Kennel Club or Irish Setter breed club(s)

4. Additional Information

Some breeders may wish to include further details in their sales contract such as:

- confirmation that the pedigree and kennel club registration certificate have been provided to the new owner
- expectations as to how the puppy is housed, fed and exercised
- details about things they will/will not pay for should there be a problem with the puppy (eg. Stating that the return of a puppy to them must be at the new owners expense).

5. Kennel Club Endorsements

A breeder may place one or more endorsements on a puppy while the animal is in his/her possession. Endorsements are normally placed at the time the puppy is registered with the Kennel Club. The dog's Kennel Club registration certificate is then annotated accordingly. A puppy sales contract should mention why any endorsements have been placed upon a puppy and should also outline under what (if any) circumstances the breeder would be prepared to remove the endorsement(s).

There are two endorsements which may be placed on an animal:

- i. progeny not eligible for registration
- ii. not eligible for the issue of an export pedigree

Where a breeder places an endorsement(s) on a puppy they must obtain written and signed confirmation from the new owner(s) at or before the date on which the dog is transferred to the new owner(s) that the new owner(s) is aware of the endorsement (regardless of whether or not the endorsed registration certificate is available). If the breeder fails to follow this procedure, any conflict regarding notice of the endorsement will be resolved in favour of the new registered owner.

For further information on endorsements can be obtained from the Kennel Club's web-site. The following link will take you to the Kennel Club's information guide on endorsements:

<http://www.thekennelclub.org.uk/item/1735>

Administration of Puppy Sales Contracts

It is recommended that two identical copies of the contract should be produced, with both the breeder and purchaser signing both copies. One copy should be retained by the breeder and one copy should be given to the purchaser.

Conclusion

The above information is provided to Members as a starting point for the development of a puppy sales contract. The above list of possible items to include in such a contract is not exhaustive. The items listed in this document are recommended by the Association's Committee based on their combined experience as breeders of Irish Setters over many years. Members should undertake their own additional research to produce a contract that covers their own individual requirements.

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