



Breeder Sale Guarantee and Health Declaration

As a Dogs Victoria Breeder, you need to be aware of several requirements relating to the sale of both puppies and older dogs.

In this fact sheet, we are going to cover the Health Declaration and Sale Guarantee requirements and touch on the need for breeders to have a written contract. A contract of sale is important whether it relates to the sale of a puppy or an older dog, even if you plan to give the animal away or place it in a home on breeder's terms.

Health Declaration

The idea of the 'Breeder Health Declaration' is to have full disclosure at the time of sale so that the new owner is made aware of any identified issues with the animal they are purchasing.

The new owner needs to 'sign off' that they understand how these issues may affect the dog's health and welfare in the future before they agree to take the puppy (or older dog) home.

The information to be included in the 'written health declaration' is covered in **Dogs Victoria Regulation 20.1.25:**

A member shall ensure that all dogs sold or disposed of by that member are in the best possible state of health.

Where any known physical abnormalities exist, a breeder health declaration shall be supplied, which includes details of the known physical abnormality at the time of sale and how that abnormality may affect future health and welfare of the dog. This shall be signed in acknowledgement by the recipient.

The health declaration may cover things such as pups who have an irregular or abnormal bite, have an umbilical or inguinal hernia, or where a male puppy does not have two fully descended testes at the time of sale.

It may cover off on pups who have sustained an injury prior to sale or who have been born with a congenital defect.

Your veterinarian may have identified issues at your puppy's 6-week health check and vaccination visit. These should have been noted on the [Puppy Health Check Veterinary Certificate](#) which you will supply to the new owner in the puppy information pack. **However, you still need to provide a health declaration at the time of sale.**

Your veterinarian is the best source of accurate advice in regards to you providing information to potential puppy owners as to how any defects may affect the future health and welfare of the pup. Make sure that you discuss any issues with them so that you can complete your health declaration correctly.

Contract of Sale

Most breeders also choose to have a formal contract of sale document. The contract of sale document is signed by both the breeder and the new pet owner and clearly outlines the terms of the sale.

Most sale contracts provide details of the puppy (name, microchip, registration type, etc.) and outline what is, and is not, included in the purchase price.

There may also be details of any restrictions that you may have set on the puppy (i.e. 'not to be bred', 'not to be on-sold', 'Limited Register registration' etc.), and rules relating to what should happen if the owners can no longer care for the animal.

The Breeder Health Declaration can also be incorporated into the contract document.

Dogs Victoria has [model Contracts of Sale](#) available on their website for breeders to use, and some clubs have developed contracts of sale for their members.

Where the pup is being sold on 'breeder's terms' (where the breeder enters into an agreement with the new owner to continue to have breeding access/rights over the animal), there needs to be a clear description of the obligations for both parties, and a documented timeline for events to occur.



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Most breeders add a clause to their contract of sale that insists that the new owner have the puppy checked by their own veterinarian within a specified time – usually within a week of purchase. This ensures that the new owner develops a relationship with their vet and provides independent confirmation of the puppy's health status.

You might also want to consider outlining the details of what should happen should the puppy require emergency treatment within the sale guarantee period.

At the very minimum, there should be a clause requiring the new owners to contact you as soon as the puppy becomes unwell and to keep you informed and updated as veterinary care is sought.

Sale Guarantees

It is a requirement that you offer your puppy purchasers a '**sale guarantee**'.

This outlines what occurs if the puppy becomes unwell or ill in the immediate post-purchase period or if health issues are detected that will impact the animal's health and welfare that have not been disclosed in the Breeder Health Declaration.

Dogs Victoria Regulation 20.1.25 outlines the minimum standards in relation to sale guarantees:

With the exception of matters disclosed in the health declaration, a member shall abide by the following as a minimum practice when selling dogs;

- » *Where a dog is returned to the member within 3 days of sale, for any reason not supported by a statement from a veterinary practitioner, the member must take back the animal and refund 75% of the purchase price.*
- » *Where a dog is returned to the member within 21 days of sale accompanied by a statement from a veterinary practitioner that the animal is unacceptable for health reasons, the member must take back the animal and refund 100% of the purchase price.*
- » *If an animal is diagnosed with, suffering from, dies of, or is euthanased from a physical defect or disease that is directly traceable to the point of sale within 3 years of purchase, the member must, subject to a second veterinary opinion, refund 100% of the purchase price where the owner of the animal provides supporting statements from a veterinary practitioner, including test results where a suitable test is available.*

Owners of the animal must make veterinary reports and test results available to the breeder for the breeder to obtain their own veterinary advice (second opinion) and for the purpose of informing future breeding management.





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The [Animal Welfare Victoria Website](#) provides some additional clarity around the payment of refunds:

The payment of refunds should be made upon presentation of:

- » The animal for the 3-day return clause
- » The animal **and** a signed veterinary certificate for the 21-day return clause.
- » Under the 3-day and 21-day clauses, the owner cannot keep the animal and request a refund.
- » For refunds being sought under the 3-year clause, breeders should be given sufficient time to have an independent veterinary assessment of any test results, veterinary statements, etc.
- » It would be reasonable to assume this independent veterinary assessment could be accomplished within 6 weeks of the owner of the animal supplying the necessary documentation. Therefore, the refund should be made within a period of 6 weeks of initial presentation of veterinary statements and test results or as soon as practicable after that.
- » Under the 3-year clause, the owner may choose to keep the animal but request a refund to help cover veterinary/care costs.

Note: All test results, veterinary certificates and death certificates **MUST** be linked with the animal's microchip number.

When happens when things go wrong?

When you breed and sell animals, the same consumer laws apply to you as to any other person or business offering products or services.

Victorian State law provides a level of protection to the 'purchaser' of an item through a number of different pieces of legislation, overseen by Consumer Affairs Victoria. This includes rules relating to refunds, returns, and a process for the handling of disputes.

Where a dispute between two parties cannot be resolved, there is the provision for the matter to be taken further via the Victorian Civil and Administrative Tribunal (VCAT).

VCAT hear cases relating to breaches of contract, unfair contracts, unpaid money, and faulty products or services. They may help the parties reach an agreement and settle their case, or make a decision at a hearing that all parties must then follow.

Even if you provide a full refund to a purchaser should things go wrong, the purchaser is within their rights to pursue further action and potential compensation, such as reimbursement for veterinary fees and other costs incurred, via this route.

Aside from ensuring that you adhere to all of Dogs Victoria's Rules and Regulations relating to the breeding and sale of pedigree dogs, it is strongly suggested that you seek independent legal advice in relation any contracts you draw up, particularly those relating to 'Breeder's Terms' arrangements.

Experience over the years has highlighted the need to explicitly detail what happens if either party does not meet the obligations of the contract. Contracts should also clearly define a process or outcome for instances where the animal in question, at a future date, is not able to be bred, or is deemed not suitable for breeding (eg. fails to pass a health clearance test, has temperament issues that make it unsuitable for breeding, or does not come into season/becomes sterile).

Dogs Victoria's role in disputes

It is important to note that disputes between breeders and purchasers relating to contracts, deposits, and sales are considered a civil matter. Dogs Victoria cannot get involved, make decisions or award monetary compensation in these kinds of disputes.

Purchasers can, however, make a complaint against a member if they feel the member has breached Dogs Victoria's rules and regulations.

As a member based organisation, Dogs Victoria can investigate the complaint, and impose a disciplinary penalty (such as a fine and/or membership suspension) on the member should a breach be proven to have occurred.

You can read more about Dogs Victoria's Complaints procedure by visiting the [Dogs Victoria website](#).