

## Ad Hoc Notes (15)

# ABS Compensation Agreement for Breeder and Buyer

## Part A – General

- 1. The breeder must be notified with in 14 days of a genetic/congenital disorder being diagnosed.
- 2. All vet reports and x-rays must be provided to the breeder prior to any surgery being undertaken except in the case of an emergency and prior to any compensation being given.
- 3. If the breeder asks for a second opinion from an independent vet from a separate practice it is to be done at the buyer's expense. All reports and x-rays of the second opinion must also be provided to the breeder
- 4. If surgery is required no refunds will be given until receipts of such surgery have been provided to the breeder.
- 5. All transport costs are at the expense of the buyer
- 6. It is advised that all buyers should take out pet insurance
- 7. If the buyer does have pet insurance the breeder will compensate for out of pocket expenses only, up to a maximum of 50% of the purchase price of the pup

#### Part B - Death

If a pup dies within 14 days of him/her arriving at his/her new home due to an illness that can be traced back to the breeder after being diagnosed and/or autopsy the breeder should offer the buyer a full refund of the purchase price of the pup or offer the buyer a replacement pup from a future litter

# Part C- Genetic/Congenital Disorders

These genetic and/or congenital disorders are covered by the following compensation agreement.

Entropion, ectropion, severe trichiasis, inverted or deformed tail causing health issues, luxating patellas, severe brachycephalic syndrome ie severe elongated soft palate, narrow trachea, stenotic nares.

If any of the above disorders are diagnosed prior to the age of 12 months and require surgery a full refund of the purchase price of the pup should be offered to the buyer on the return of the pup to the breeder or a replacement pup should be offered to the buyer from a future litter after the return of the pup.

If the buyer wishes to keep the pup and surgery is required the breeder should offer to pay the amount their own vet would charge for the surgery or the amount the buyer's vet would charge for the surgery, whichever is the lesser amount up to 50% of the purchase price of the pup.



#### SEVERE HIP/ELBOW DYSPLASIA

If either of the above disorders are diagnosed prior to the age of 12 months and require surgery a full refund of the purchase price of the pup should be offered to the buyer on the return of the pup to the breeder or a replacement pup should be offered to the buyer from a future litter after the return of the pup to the breeder.

If the buyer wishes to keep the pup and surgery is required the breeder should offer to pay the amount their own vet would charge for the surgery or the amount the buyer's vet would charge for the surgery, whichever is the lesser amount up to 50% of the purchase price of the pup.

If a pup is purchased specifically for breeding (wise to make note at time of purchase) and it fails to meet abs inc health policy requirements for hip/elbow scores the breeder is under no obligation to give compensation unless a prior agreement has been made between the breeder and the buyer

#### **HEART MURMURS**

If a pup is diagnosed with a heart murmur prior to the age of 12 months a full refund of the purchase price of the pup should be offered to the buyer on the return of the pup to the breeder or a replacement pup should be offered to the buyer from a future litter after the return of the pup to the breeder. If the owner wishes to keep the pup a 50% refund should be offered to the buyer

#### **CHERRY EYE**

If cherry eye is diagnosed prior to the age of 4 months and surgery is required a full refund of the purchase price of the pup should be offered to the buyer on the return of the pup to the breeder or a replacement pup should be offered to the buyer from a future litter after the return of the pup to the breeder.

If the buyer wishes to keep the pup and surgery is required the breeder should offer to pay 50% of the amount their own vet would charge for the surgery or the amount the buyer's vet would charge for the surgery, whichever is the lesser amount.

Compensation will not exceed 50% of the price of the pup in total for both eyes whether they are dignosed at the same time or separately and two lots of surgery are required

If the pup is over 4 months the breeder should only offer advice.

## CRYPTORCHIDISM (UNDESCENDED TESTICLE)

If the pup has been purchased specifically for breeding (wise to make note at time of purchase) a full refund of the purchase price of the pup should be offered to the buyer on the return of the pup to the breeder or a replacement pup should be offered to the buyer from a future litter after the return of the pup to the breeder.



If the buyer wishes to keep the pup and have him castrated the breeder should offer to pay the difference between the amount their own vet would charge or the amount the owner's vet would charge, whichever is the lesser amount, between normal castration and the extra surgery to remove any testicles from the groin or abdomen.

## **DEMODECTIC MANGE**

If a pup is diagnosed with demodectic mange prior to the age of 12 months and has been purchased for breeding a full refund of the purchase price of the pup should be offered to the buyer on the return of the pup to the breeder or a replacement pup should be offered to the buyer from a future litter after the return of the pup to the breeder.

If the buyer wishes to keep the pup the breeder should offer advice.

Note: if a dog is diagnosed with generalised demotectic mange it is recommended that the dog not be used for breeding

## **Part D - Temperament**

The breeder is not responsible for temperament issues as they can be caused by environment, lack of training And/or lack of proper socialisation.

#### Part E – Exclusions

The intention of this agreement is to help buyers with the costs of unforeseen death of a pup (within 14 days of arrival at the buyer's home) or vet expenses due to genetic/congenital disorders listed in part c.

Compensation for any other congenital disorders other than those mentioned in this agreement are to be between buyer and breeder.

No other illnesses, conditions, treatments or accidental injuries are covered by this agreement

## Part F - ABS Inc. Disclaimer

The australasian bosdog society inc. Is a registering body for australasian bosdogs. We put out advisory, educational notes and guidelines for breeders and potential buyers. Our terms of reference do not allow us to mediate between individuals. The abs inc will only intervene if there has been a clear breach of the abs inc code of ethics, abs inc litter registration policy or abs inc health policy.

If you believe this is the case please let us know which particular point has been breached and send in copies of any evidence, otherwise we are unable to intervene.



Litters are registered in good faith with information provided by abs inc registered breeders. The abs inc. Takes all possible care in establishing the authenticity of information given to it by individual breeders, however takes no responsibility for the registration of a litter based on information provided by a breeder that may be false. The abs inc. Endeavors to only register dogs of sound temperament and health and that conform to the abs inc. Breed standard.

However, the abs inc. Takes no responsibility for the health, temperament or type of any individual dog (adult or pup) registered by the abs inc. Or sold via the abs inc. Web site or abs inc. Recommendation. The abs inc. Takes no responsibility for any disputes between breeder and buyer nor for the content of any links to this site.