

Enchantment Great Pyrenees Club

Code of Ethics

The Enchantment Great Pyrenees Club, in keeping with its aims of encouraging the development of finer Great Pyrenees, has adopted the following Code of Ethics to promote and foster the highest standards among breeders and owners, and to encourage cooperation in the improvement, advancement and protection of our breed. All members of the Enchantment Great Pyrenees Club shall abide by this Code of Ethics and any subsequent changes in accordance with changes in the Great Pyrenees Club of America Code of Ethics.

MEMBER RELATIONS

1. Members shall be aware at all times, that the Club exists to protect the breed and that these aims are to be uppermost in the minds of members in all their activities in the breed.

2. Members will at all times, whether at home, traveling, at shows or at motels, display good sportsmanship, and conduct themselves in such a manner as to reflect credit upon the Club and the breed.

3. Members shall refrain from unnecessary and unconstructive criticism of another's dog and from personal attacks upon fellow members.

4. Novices are encouraged to seek the advice and assistance of more experienced owners and breeders and the more experienced shall graciously assist the novice with his problems and share, for the good of the breed, the benefits of his knowledge.

5. In all questions of ethics, covered or not covered by the Code, the individual member shall act solely in the best interests of the breed, and the membership as a whole shall willingly aid any fellow member in upholding these interests.

6. Members shall bear in mind that a Code of Ethics is more than a set of rules; it is a commitment to a high standard of practice in owning and breeding and that adherence to the spirit of such a Code is as important as adherence to its law.

TREATMENT

1. All Great Pyrenees owned by, or in the care of, members shall be given a proper, healthy environment, nutrition and care at all times. No member's dog may be treated in an inhumane manner, subjected to cruel or unusual punishment, or abused. Nor may they be subjected to any conditions likely to eventuate in unnecessary danger to the animal's life. Members shall be diligent in the handling of

2. Members shall be diligent in the handling of their dogs in public places and shall do so in a manner as to minimize the risk of trauma or danger to any human being or other animal.

3. Members recognize their responsibility to protect the name and reputation of the breed and shall not allow their dogs to roam at large unsupervised, not to become a public nuisance nor to become a public trust.

4. Treatment and handling of active livestock guardian dogs owned by members shall be consonant with the best management techniques for such dogs.

BREEDING

1. Anyone breeding a bitch bears great responsibility to the future of the breed; therefore a breeder shall plan each breeding with the paramount intention of advancing and protecting the breed and only when he/she is in a position to give proper care to both bitch and offspring.

2. The bitch owner safeguards the bitch from breedings which are not carefully planned.

3. Recognizing the extended growth pattern of a giant breed, the breeder shall not breed a bitch before her second heat; breed a bitch before 18 months without express approval of his/her veterinarian; breed a bitch more than 2 out of 3 heats.

4. A breeder carefully selects stud and matron with an eye to conformation and temperament, and only after careful study of the breed standard, the individuals and their near relatives and pedigrees, and basic principles of genetics.

5. All animals to be bred shall have sound and typical structure and conformation, shall be of sound temperament and free from crippling or disabling hereditary defects.

6. A breeder shall refrain from using an individual who, although free from such hereditary defects, consistently produces afflicted offspring from different mates.

7. Any breeder breeding from lines in which any serious or disabling hereditary defects occur has an ethical obligation to disclose that to his/her buyers.

8. All Pyrs being bred shall have been X-rayed for hip dysplasia. The results of these X-rays shall be made known to the owner of the stud and bitch and to all buyers of pups. If the animal is not free of dysplasia, the implications of that fact shall be made clear to all buyers. If a Pyr is bred on the basis of a screening at under 2 years, it shall be reX-rayed at 2 or over. It is recommended that adult X-rays be submitted to the OFA or a member of the American Board of Veterinary Radiology for interpretation.

STUD SERVICE

1. No member shall offer at stud any animal who does not meet the above qualifications.

2. If the stud had not been bred before, has not produced a live litter or has had breeding problems in the past, such information shall be provided to the bitch owner before the bitch is shipped.

3. Prior to accepting any bitch for service, it is the obligation of the stud owner to advise novice breeders of the responsibilities, problems, obligations and expenses involved in breeding a litter.

4. It shall be the responsibility of the stud owner to ascertain that any bitch brought to his stud shall meet the requirements of the Code, whether owned by a club member

or not. The stud owner shall further ascertain to the best of his/her ability that any produce if this breeding shall be raised and sold in a manner in keeping with the ethical standards of this Code. He/she shall supply any bitch owner who is not an EGPC member with a copy of this Code and explain its provisions.

5. The owner of the stud is under no obligation to arrange stud service for a bitch who is not as represented by her owner or presents serious hereditary defects.

6. The owner of a male shall not accept a bitch for service if he/she is not in a position to maintain the bitch in a safe and healthy manner.

7. A bitch shall be bred only to the stud specified by her owner unless an acceptable substitute is agreed upon by both parties.

8. Insofar as is possible, at least 2 services shall be effected, and it is the obligation of the stud owner to offer a free return service under the same conditions if no litter results. A litter is defined for the purposes of this Code as a minimum of 2 live pups at 36 hours.

9. It is recommended that owners of stud and bitch sign a written agreement, clearly stating the conditions and terms of service.

SALES

1. A breeder shall be discriminating in the sale of pups and concerned with the type of home in which they are placed. No member shall engage in wholesaling litters, or in individual sales or consignments of pups or adults to pet shops, dealers, catalog houses or other commercial establishments. Nor shall they be donated or given as prizes in contest, raffles or fund raising events, no matter how charitable.

2. A breeder shall be available to his/her buyers, for whatever advice, reasonable aid and assistance they may need for the life of that dog. EGPC members shall help and support their fellow members in fulfilling this obligation.

3. It is recommended that breeders, for their protection and that of their buyers, provide adequate written contractual proof of sales and guarantees. No promise shall be made orally which is not later put into writing.

4. A breeder shall supply a copy of the Code of Ethics to all buyers and explain to them its provisions.

5. The breeder shall supply the AKC individual registration form or a written guarantee that it shall be supplied by the time the pup is 4 months old or upon completion of the sale. A puppy may, for good cause, be sold without papers if this is understood and agreed to in writing by both parties as specified by the AKC.

6. It is recommended that any animal sold under the designation "pet/companion quality" be sold without registration papers and with mandatory spay/neuter proviso. A breeder may supply registration papers upon proof of sterilization or upon reassessment of the animal as being of show/breeding quality.

7. It is the ethical obligation of member-breeders to guarantee pups produced and sold by them to be as

represented. Any replacement or refund arrangement agreed to by breeder and buyer, and just to the interests of both parties, shall be considered satisfactory. It is understood, however, that any dog which dies or must be destroyed before the age of 15 months due to physical or temperamental conditions which are hereditary, shall be replaced one for one, or if this is not possible, the full purchase price shall be refunded.

8. Upon releasing the puppy, the breeder shall follow these guidelines:

a. He/she shall supply a pedigree of no less than 4 generations.

b. He/she shall provide written information on the care of the puppy.

c. He/she shall supply records, which shall detail all dates and types of medical care given the pup including shots.

d. He/she shall release only pups, which are, to the best of his/her knowledge, in good health.

e. Puppies being released shall have had all the necessary inoculations and wormings for their age.

f. All pups leaving the breeder shall be at least 7 weeks old. Those to be shipped shall be 9 weeks old.

g. He/she shall request that buyers take their pup to a veterinarian of their choice upon receipt and if the pup is unhealthy, allow the buyers 72 hours to return the pup at their expense for a full refund.

h. If the pup has not been seen by the buyer or his/her agent before shipping, the breeder shall allow the buyer 48 hours to return the pup at the buyer's expense if the buyer is not satisfied that the pup is as represented by the breeder. A full refund shall be made.

LIVESTOCK GUARDIAN DOGS

1. All provisions of this Code apply to livestock guardian dogs, except as specified.

2. Members recognize the inherent dangers and opportunities presented to the breed by its guarding function and will not engage in breeding or selling of livestock guardian dogs, unless they are willing to undertake the education and responsibility involved with such animals and familiarize themselves with the club guidelines on livestock guardian dogs.

3. In order to protect both type and function in the breed, breeders shall not separate show and guarding stock.

4. It is the obligation of the breeder to determine the specific needs of the buyers and to be available to them for information and advice

5. It is recommended that all livestock guardian dogs be sold on spay/neuter agreements and that pairs of pups not be sold to the same party. Under no circumstances shall breeder sell littermates of the opposite sex to one buyer.

ADVERTISEMENT

1. All advertisement of puppies and adult dogs, written or oral, shall be factual and as forthrightly honest as possible in both substance and implication.

2. Advertising and promotion, written and oral, shall be confined to the aspects of the breeder's stock and shall not degrade the stock of others.

3. The breeder shall be cautious in discussing the show prospects of any puppy sold, lest a guarantee of show success be implied which he/she cannot or will not insure.

4. He/she shall be equally cautious in encouraging buyers as to breeding prospects, inasmuch as the breeding of a Great Pyrenees is not to be undertaken lightly by any owner.

IMPLEMENTATION

1. All suspected infractions should be reported to the President in writing. All reports must be signed by the complaining party and shall be accompanied by a \$50.00 deposit which shall be refunded if the complaint is upheld.

2. Within 10 days of receipt the President shall assign the report to the Board member most geographically accessible to the subject of the complaint. Any member or Board member who feels that he or she is in a "conflict of interest" situation should so state and may disqualify himself or herself from the investigation. The President and the Board member shall immediately select two EGPC non-Board members to assist in investigating the complaint.

3. Except in the case of suspension or expulsion, the committee shall have full authority to investigate, adjudicate and impose discipline.

4. The investigation committee shall immediately contact the accused party and provide him/her with a photo copy of the complaint, including the name of the complaining party. The accused has the right to face the accuser on neutral grounds. Once the investigation is undertaken, both the complainant and the accused shall refrain from harassment of the other. Any violation of this shall be reported to the committee and may be considered a violation of the Code.

5. The accused party shall have a maximum of 2 weeks to respond to the charges. Upon receipt of the response the committee shall have one month in which to determine the truth of the complaint and submit its findings to the President. The committee shall include in its report an assessment of the severity of the violation and a recommendation as to penalty and manner of rectifying the violation.

6. The President shall direct the Secretary to notify, within 10 days, both parties to the complaint of the results of the committee's investigation. If a violation has occurred, the violating party shall be apprised of the terms of discipline.

7. Lack of response from the accused party to the complaint shall be considered "nolo contendere" and the committee shall impose penalties on that basis.

8. Penalties:

a. In the case of a first offense members shall be given one month in which to correct the violation in keeping with the

recommendation of the investigating committee and proof of such correction shall be submitted to the committee. Further, the Secretary shall be directed to remove the name of the member from the information referral list for a period of 6 months.

b. In the case of repeated or flagrant violations, the committee may recommend that the case be submitted to the Board for action on suspension or expulsion.

c. In all cases of repeat or flagrant violation the name of the member, the nature of the violation and the conditions of discipline shall be published in the PyrChant.

d. Lack of compliance with the terms of discipline shall be considered a flagrant violation and shall be submitted to the Board.

9. For purposes of information, the Secretary shall send to each Board Member, a copy of the original complaint, all responses, correspondences and papers connected to the investigation, along with the committee report.

10. Nothing in this Implementation section shall in any way preclude the Board or any individual member from taking stronger action as provided for in the Bylaws on Discipline.

11. Since this machinery has been established in part to prevent harmful gossip, any member who indulges in this sort of gossip rather than reporting the alleged violation for investigation will be judged in willful violation of the Code and will be subject to discipline.

EXCEPTIONS

The Board of Directors or the membership as a whole may, upon sufficient evidence and under certain stipulations, where the good of the breed is protected, waive any of the foregoing provisions. Members are urged to bring to the Board any problems that confront them in their efforts to comply with the Code. The President may appoint a committee as is designated under "Implementation" to consult with and assist the member and make a recommendation to the Board.

Rescue Guidelines

1. To aid owners of Great Pyrenees who reside within New Mexico in the recovery of their animals when lost, strayed or stolen.

2. To keep Great Pyrenees out of the hands of laboratories, animal dealers, puppy mills and similar enterprises.

3. To attempt to place stray or abandoned Great Pyrenees in homes which will provide a high level of care and where the spirit of the Code of Ethics is observed. To this end, it is to be strongly encouraged that new owners of rescued dogs become members of the Enchantment Great Pyrenees Club.

4. Recognizing that dogs with physical and/or temperament defects are detrimental to the welfare and reputation of the breed, to arrange for sterilization or

humane euthanasia of such dogs when they come into the jurisdiction of Rescue.

5. All dogs coming into the jurisdiction of rescue shall be surgically neutered before being placed in new homes. Each case requiring euthanasia shall be considered individually by the committee and a written report filed with the Rescue Chair(s). A report will also be furnished to the Board of Directors.

6. Rescue operations shall be self-supporting via donations including, but not limited to the \$150.00 placement donation. The EGPC general fund shall not underwrite rescue functions.

7. All decisions regarding a rescued dog, including terms of transfer or euthanasia are the responsibility of the EGPC Rescue Committee.

8. In all matters not covered by these guidelines, the welfare of the breed shall be the prime consideration. Where there is a conflict between the welfare of the breed and the welfare of an individual animal, the welfare of the breed shall take precedence.