

THE GOVERNING COUNCIL OF THE CAT FANCY

5 KING'S CASTLE BUSINESS PARK THE DROVE
BRIDGWATER
SOMERSET TA6 4AG

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SPECIMEN AGREEMENT

Explanatory Notes

The agreement on page 3 was prepared by the GCCF Solicitor for the use of GCCF breeders, where it was wished to apply certain conditions agreed at the time of sale.

The conditions listed may be varied to suit the circumstances of the sale, e.g. you may wish to add a condition that the cat/kitten shall not be exhibited at cat shows, or may only be exhibited at GCCF licensed shows.

If the cat/kitten is being sold by the breeder and is not intended for breeding purposes, it is strongly recommended that the cat/kitten is also registered on the Non-Active register. Breeders may also neuter their kittens prior to them leaving home or insert a clause that states there is a penalty payment if the cat is bred from without the vendor's written consent.

The following GCCF Rules are relevant:

Active and Non-Active Registers: Section 1 Rule 1

- a) Only cats/kittens required for breeding purposes should be registered on the Active Register. All male cats used at stud must have a Certificate of Entirety deposited with the GCCF prior to registration of their first litter of kittens. They must be uniquely identifiable at the time of the examination by microchip or alphanumeric tattoo; the number of which is noted on the certificate and included in the cat's own veterinary records. (Amended 21.10.2015)
- b) In some breeds the registration policy may require that cats are tested clear for specific diseases/conditions before being eligible for registration on the Active register.
- c) Cat/kittens which are not required for breeding should be registered on the Non-Active Register. Progeny of cats on the Non-Active Register will not be registered.
- d) Kittens resulting from matings between i) mother to son, ii) father to daughter and iii) full siblings will be registered on the Non-Active Register unless dispensation for Active Registration has been granted by the relevant BAC and/or approved by Board of Directors. This must be supplied when applying for registration or at any other time the breeder makes an application to transfer the cat from the Non-Active to the Active Register NOTE: Details on dispensation can be found in the GCCF Breeding Policy Document 4:10.
- e) ONLY the breeder or person who first registered the cat may apply to transfer a cat from the Non-Active to the Active Register, if permitted by the current Registration Policy for the breed in question, on payment of the appropriate fee, except where in special circumstances the Board of Directors may order a transfer.
- f) The registered owner ONLY may apply to transfer a cat from the Active to the Non-Active Register, on payment of the appropriate fee, except where in special circumstances the Board of Directors may order a transfer. If at the time of application the cat has been sold, the legal owner must also sign the application. (Amended 24.10.12)

- g) Before any progeny may be registered from any breed of white cat, male or female, this cat must have had a BAER or OAE certificate of freedom from unilateral or bilateral deafness submitted to the GCCF Office. White cats without such certification will be registered on the non-active register until such time as the required certificate is sent and an application for transfer to the active register is made. Cats should be microchipped when tested with the number recorded on the test result and the cat's own veterinary records. (Added 24.02.2016, Effective 01.06.2016)
Note: Vendors must advise buyers/potential buyers in writing that white cats may be deaf from soon after birth in one or both ears. (Added 19.6.19)
- h) When DNA tests and/or health checks are mandatory for active status on the GCCF register (as at 1e and 1g) the breeder, or the person who first registered the cat, will not be charged a fee for a change from non-active status. Note: those who buy cats from breeders with the condition that change of status will be applied for when a satisfactory test result is obtained should have a signed statement of this commitment at the time of sale. (Added 14.06.2017)

Mating Certificates: Section 1 Rule 3e (effective for kittens born on or after 1 June 2002)

When a litter is registered, the application to register must be accompanied by a copy of the certificate of mating if the application is made on paper, or a declaration that the mating certificate has been received if the application is made online, unless the person registering the kitten(s) is also the registered owner of the sire. (Amended 15.02.2017)

Note: contracts between the owner of the stud and the owner of the queen for mating services are a private arrangement, and any disputes will not be resolved by GCCF intervention. (Amended 15.02.2017)

Transfer of Registration: Section I Rules 10a. and 10b.

- 10a. When a cat or kitten is advertised or sold as a pedigree cat or kitten the vendor shall, at the time of sale, provide the purchaser with a properly completed pedigree signed by the breeder, carrying 3 generations at least, showing all the breed numbers and registration numbers, also the breeder's name and address. If the vendor is not the breeder, the pedigree must additionally be signed by the vendor. If the cat/kitten is not registered, a copy of the mating certificate (Rule 3d) shall be supplied by the vendor to the new owner.
- 10b. i. If, at the time of sale, the cat or kitten is registered the seller shall provide the purchaser with the registration card provided by the GCCF Office to enable a transfer of ownership. If this card is lost, damaged or otherwise unavailable a manual transfer form must be provided, duly completed and signed by the seller. (Amended 18.02.2015, 16.10.19)
- ii. All cats and kittens must have received two doses of vaccine three to four week apart, in accordance with the manufacturer's recommendations against infectious enteritis (FPV), FHV and FCV ('cat flu') at least one week prior to sale and/or leaving for a new home. (Amended 17.06.2015, 21.2.2018, 19.6.19.)

THIS AGREEMENT made the _____ day of _____ 20____

BETWEEN _____ (hereinafter called 'the Vendor')

of the one part and _____ (hereinafter called 'the Purchaser')

of the other part **WHEREBY IT IS AGREED** that for a consideration of £ _____ receipt

of which the Vendor hereby acknowledges the Vendor agrees to sell and the Purchaser agrees to purchase the kitten described herein under the name of:

AND THE PURCHASER COVENANTS

1. To undertake to keep the kitten as a household pet only.
2. Not under any circumstances whatsoever to use the kitten for breeding or allow the kitten to breed with any other cat of the same or a different species, neither will the Purchaser allow any such use to be made of the kitten by any other party.
3. If for any reason it becomes necessary for the Purchaser to transfer the property in the kitten to a third party the Purchaser undertakes to obtain from the third party a covenant in similar terms to those contained herein.
4. That the kitten will be neutered by a Veterinary Surgeon/Practitioner, before attaining the age of twelve months. He/she will produce to the Vendor a Certificate from the Veterinary Surgeon/Practitioner stating that this has been carried _____ out.
5. In the event of these covenants being breached the Vendor shall have the right to repossess legally the kitten and to be reimbursed by the Purchaser the reasonable cost of such repossession and the keeping of such kitten for a period of up to two months after repossession. Such costs to include Veterinary examination and fees.

AS WITNESS the hands of the parties.

Vendor

Purchaser