



ANKC/AFA Flyball Agreement



Agreement prepared by the ANKC's National Flyball Working Party and the Australian Flyball Association.
Endorsed by ANKC Ltd – February 2019





AGREEMENT AND STATEMENT OF INTENT AS BETWEEN THE AUSTRALIAN NATIONAL KENNEL COUNCIL (ANKC), ITS MEMBER BODIES (CCB) AND THE AUSTRALIAN FLYBALL ASSOCIATION INC. (AFA) REGARDING THE MUTUAL DEVELOPMENT OF FLYBALL WITHIN AUSTRALIA.

As both the ANKC and the AFA are interested in the ongoing development of the sport of Flyball in Australia, and both wish to do so in a co-operative and mutually supportive manner, the two parties hereby express their general agreement on how to now proceed.

The Statement of intent as between the parties is as follows:

PARTIES TO THE AGREEMENT

The parties to this agreement are the ANKC and its CCBs (Canine Controlling Bodies) on the one hand and the AFA (Australian Flyball Association) and its affiliated Clubs on the other.

This Agreement shall be binding upon the Parties for the term of this Agreement and any extension.

OBJECTIVES

The ANKC and AFA agree to work together using their best endeavours to achieve an outcome that ensures that Flyball racing and events held within Australia are conducted under a common set of rules and policies, to the mutual benefit of both parties. The ANKC and AFA agree that Flyball events are to be held under the auspices of the AFA, and that the current AFA Rules and Policies be adopted.

FLYBALL EVENTS

All flyball events will be held under the auspices of the AFA. There will be no requirement for any CCB affiliate to hold flyball events, however should any CCB affiliate wish to hold a flyball event, they will be permitted to become affiliates of the AFA providing that they meet with the AFA requirements for club recognition.

CCB members who wish to participate in AFA sanctioned events will be required to become AFA members prior to participating and in doing so, agree to comply with the AFA rules and regulations.

TEAM NAMES

The AFA will keep a register of all team names (these can be viewed at <http://www.flyball.org.au>). Registering and changing team names will be in accordance with the AFA Flyball Rules. The AFA will not accept a new affiliate name that is commonly used by a CCB affiliate unless it is requested by that CCB affiliate at the time they become an AFA affiliate.

EVENT DATES

The AFA will make scheduled flyball event dates available on their website when sanctioned. The CCB may also publish these event dates if they wish.



QUALIFYING POINTS AND TITLES

The AFA will issue certificates for points gained towards a flyball title by any eligible dog at AFA race meetings. It is allowable for such certificates to be in electronic form, behind the AFA's log in. Any titles issued by the AFA will be recognised by the ANKC provided that the person applying for the ANKC title was a financial member of the CCB and the dog gaining the title was registered with the ANKC at the time the title was issued by the AFA.

JUDGES

All judges are to be provided by the AFA, having been accredited by completing the AFA judges training program. Accredited judges shall be listed on the AFA's website. Should changes be made to this training program, the AFA is to notify the ANKC administrator. A copy of the judges training program guidelines will be made available on the AFA website. The ANKC is not required to provide a judges training program, nor are they required to provide judges for any AFA event.

RULE BOOK

The ANKC may publish on its website, an ANKC branded version of the flyball rule book that contains the common Rules and Policies of the AFA. The AFA will provide the ANKC administrator with the most recent rule book and notify the ANKC administrator of any updates made to the common Rules and Policies of the AFA for the duration of this agreement. To eliminate confusion, the Rule Book currently published on the AFA Website shall prevail in the case of any discrepancy.

PUBLIC LIABILITY INSURANCE

The AFA will ensure that their members are covered by their insurance when participating in AFA sanctioned events.

AGGRESSIVE DOGS AT AFA EVENTS

Where there is an alleged aggressive dog incident at an AFA event or competition, reporting of Aggressive Dog/s must be in accordance with the AFA Constitution and Rules. This includes:

- Immediate investigation of the alleged aggressive dog incident.
- Immediate suspension from participation in AFA events by a dog whilst under investigation.
- Appropriate penalties for dogs and owners (if applicable) following conviction for dog aggression.

Where a dog is declared aggressive and banned or suspended by the AFA they are to:

- Immediately notify the ANKC administrator who will notify the appropriate CCB of the ban or suspension.
- Specify the period of the ban or suspension when informing the ANKC.
- Where the ANKC is advised that a dog has been declared aggressive and banned or suspended, the ANKC is to promptly advise its affiliates of the ban or suspension.

It is the sole responsibility of the CCB to decide if any action is to be instituted regarding the dog's involvement in CCB activities during the period of the ban or suspension.

AGGRESSIVE DOGS SUSPENDED BY THE CCB

Where the ANKC receives a report of a dog who has been suspended by the CCB, the ANKC administrator will immediately notify the AFA. The ANKC Administrator will also inform the AFA when the suspension is lifted.

It is the sole responsibility of the AFA to decide if any action is to be instituted regarding the dog's involvement in AFA activities during the period of the ban or suspension.

MISCONDUCT BY A PERSON WHO IS A MEMBER OF BOTH THE CCB AND AFA

1) WHERE A REPORT IS RECEIVED BY THE CCB

Where a report of an alleged offence is received, the CCB in the state or territory in which the alleged offence occurred shall investigate the report in accordance with their Constitution, Rules and Regulations. The investigation shall be conducted under the rules of Natural Justice. Where the CCB deems it necessary to lay a charge, such charge is to be determined by a hearing conducted for the purpose of determining innocence or guilt.

If such person is found guilty, the ANKC administrator will immediately notify the AFA. The ANKC Administrator will also inform the AFA when the suspension is lifted.

It is the sole responsibility of the AFA to decide if any action is to be instituted regarding the person's involvement in AFA activities during the period of the ban or suspension.

2) WHERE A REPORT IS RECEIVED BY THE AFA

Where a report of an alleged offence is received, the AFA, shall investigate the report in accordance with their Constitution and Rules. The investigation shall be conducted under the rules of Natural Justice. Where the AFA deems it necessary to lay a charge, such charge is to be determined by a hearing conducted for the purpose of determining innocence or guilt.

If such person is found guilty, the AFA shall immediately notify the ANKC administrator. The AFA will also inform the ANKC Administrator when the suspension is lifted.

It is the sole responsibility of the ANKC to decide if any action is to be instituted regarding the person's involvement in ANKC activities during the period of the ban or suspension.

CCB HOSTED EVENTS

CCB clubs affiliated with the AFA may host sanctioned Flyball events in accordance with AFA rules and policies. All AFA members may participate in CCB club flyball events provided that the event is sanctioned by the AFA. Where possible, the ANKC or CCB is to inform the AFA of any event two months prior to the event to give the AFA adequate lead time for sanction.

TERM OF AGREEMENT

This agreement will become effective from the date of its adoption by the ANKC and the AFA. Once adopted, the Agreement will apply for a period of three years, during which time each organisation will use its best endeavours to foster the relationship between the ANKC and AFA for their mutual benefit. The agreement may be renewed as it stands or altered by mutual agreement between the Parties after that period has expired.

CHANGES TO THE AGREEMENT PRIOR TO AGREEMENT RENEWAL

Changes may be made to the agreement prior to renewal by mutual written agreement of the ANKC and AFA.

Hubert Gevri

.....
Name

RICHARD MELLON

.....
Name

30/3/19

.....
Date

19/03/2019

.....
Date

[Signature]

.....
Signature
ANKC Ltd

[Signature]

.....
Signature
AFA Inc