



## PAWSOME ASSISTANCE DOGS

### AFFILIATE ASSOCIATE & REGISTERED HANDLER AGREEMENT - FORM 3

All Affiliated Associate, and Affiliated Registered, Adult or Alternate Handlers (hereto referred to as Handlers) are required to read, and sign agreement, to abide by all Regulations, Standards, Rules, By-Laws, Policies and Procedures of PAWSOME ASSISTANCE DOGS Inc (here to referred to as PAD) as applied to the registration of Handlers.

#### A. PAWSOME ASSISTANCE DOGS Inc CONSTITUTION.

1. The clauses of the Constitution of PAWSOME ASSISTANCE DOGS Inc, relevant to Handlers are: -

##### (I) CLAUSE 3

**“PAWSOME ASSISTANCE DOGS, SUPPORTING QUALITY OF LIFE THROUGH HANDLER TEAMWORK”.**

#### **The Objects of the association are**

To provide for those who meet the PAD requirements, an inclusive association and environment, in which to thrive with the support of their Assistance Dog.

**Mission Statement** – To provide Affiliate, Registered Self Training Assistance Dog Handler Teams with organisational registration and support, including training assessment and advice; and public access testing and standards verification, to comply with Federal and State Guidelines and Laws in relation to the use of Assistance Dogs, and Assistance Dogs in Training. Any individual, with verified disabilities, that would benefit from the support of an Assistance Dog, in order to alleviate the effects of their disability, may apply for Affiliate Registration.

PAWSOME Assistance Dogs Inc is an advisory and support hub for Affiliated, Registered Self-Training Handler Assistance Dog Teams.

- (a) To provide a physical and virtual based community, with the aim to help with emotional and mental health, as well as social isolation and loneliness issues, encountered by those who are physically and mentally disabled.
- (b) To provide, operate, maintain, and promote a not-for-profit charitable incorporated association, to support, advise, and assist Affiliate, Registered Self Training Assistance Dog Handlers.
- (c) To actively promote the welfare of both Affiliate Teams, and the General Public with disabilities. Such actions and provisions may be made through the Association's own activities, or by engaging others to undertake activities on its behalf, as well as encouraging social interactions between Handler Teams.
- (d) Provide personal and professional advice, support, and assistance to Affiliate Registered Handler Teams, and to the General Public with disabilities, who come under the umbrella of the PAWSOME Assistance Dogs Inc services and objects.
- (e) Listen to and provide Affiliate, Registered Handler Teams, and the General Public with disabilities, with information and assistance so that they can make informed choices to enhance quality of life.
- (f) To organize community activities and events that seek to promote and enhance the comfort and welfare of Affiliate, Registered Handler Teams, and the General Public with disabilities, who require an Assistance Dog to accompany them in their day-to-day life.
- (g) To seek funding, donations, or bequests to the association to support the Objects of the association; and
- (h) To do all such things as are ancillary or conducive to, the attainment of all or any of the Objects of the association.

## **(II) CLAUSE 5.**

Affiliate, Registered Self Training Handlers, receiving Advice, Support and Assistance by PAD or any members of the public associated with it in a general or specific way, are not Members of the Association.

- Handlers may be invited into membership, at the discretion of the Executive Committee, as deemed appropriate and beneficial, but are otherwise identified only as Affiliate, Registered Self Training Handlers of PAD, also referred to as Handlers, Handler Teams, Affiliates and Affiliate Registration.
- Self-Training Handler Affiliation and Registration itself is at the discretion of the Executive Committee.

## **(III) CLAUSE 47 RESPONSIBLE PERSONS**

- The Executive will support and encourage all members and Affiliate Handlers to acquire a WWCC as a recommendation of association with PAD.

## **(IV) CLAUSE 48 AFFILIATION OF SELF TRAINING HANDLERS AND SUPPLY OF DOGS.**

(1) PAD Affiliate Registered Self Training Handlers are not Members of the Association.

- They have no voting rights.
- They are affiliated/registered with the Association for advice, Support and Assistance.
- Affiliation with the Association is subject to application and approval by the Executive Committee.
- Handlers may incur ongoing costs, such as provision of identifying jackets and Handler IDs, plus a yearly administration fee for the upkeep of records and ongoing support under the Association umbrella. The Handler may be responsible for travel and other out of pocket expenses for monitoring and assessments. PAD has a no refund policy. If a Handler, chooses not to proceed or continue with PAD all paid funds are forfeit as administrative costs. Costs are to be set by the Executive Committee, as deemed necessary or appropriate.
- At any given time, the number of Self Training Handlers, Affiliated and Registered with the Association will be determined by the Executive Committee.
- An initial registration fee is charged to cover the costs of processing, assessment and provision of a jacket and ID when appropriate. This fee is separate to the Annual Registration, which will be due 1 January – payable by 31 January each year, regardless of when the Handler was accepted into the Association.

(2) From time to time, the Association may acquire, breed or have donated, a dog, to be assessed for suitability as an Assistance Dog, and/or for a specific Self Training Handler. Any costs involved for the committee, in relation to the upkeep, retrieval and delivery of the dog to be reimbursed by the Handler, unless waived by the Executive Committee on compassionate grounds.

(3) In regard to funding and furthering the Association's Mission Statement and Purpose, the Executive Committee holds all authority, to act in regard to (1) and (2) in determining acceptable outlays, recouping costs, and raising funds for the Association, through Handlers affiliation costs and expenditures, and the training and/or provision of dogs.

(4) The Executive Committee has sole authority to accept or deny an application from a Self-Training Handler, for Advice, Support Assistance from, and Affiliation with, the Association.

(5) The Executive Committee has sole authority to rescind Advice, Support, Assistance from, and affiliation/registration with, the Association, to a Self-Training Handler, if it deems the Handler to be acting in a manner illegally or prejudicial to the objects and reputation of the Association.

(6) Any Handler dis-endorsed by the Association, will be required to return all property of the Association.

(7) Identifying Assistance Dog jackets, ID cards, and any other equipment supplied to a Handler from time to time, as representative of PAWSOME Assistance Dogs remains the property of the Association.

(8) Self Training Handlers, when completing an application to be affiliated and registered with PAWSOME Assistance Dogs, will sign an agreement in relation to Rule 47.

(10) The person or organisation donating a dog, does not have access to the private information of the Handler. With agreement with the Handler, the person or organisation

may be provided with photographic updates of the dog for a minimal period as reassurance the Dog is cared for and trained appropriate to its needs.

(11) If a dog is surrendered/returned to the association, by a Handler, it is then decided upon, by the Executive Committee, if the Handler will be permitted to continue their relationship with the Association.

(12) A surrendered/ returned dog, or a dog deemed unsuited to training as an Assistance Dog, may be fostered, given, or sold to a suitable person as a domestic dog, or placed in the care of a member of the Association, or other approved person.

(13) A surrendered/returned dog deemed suited to training as an Assistance Dog may be resold, or given, to an approved Handler or Trainer, or placed on the care of an association member, or other approved person.

#### **(V) CLAUSE 49 FEES PAYABLE BY SELF TRAINING HANDLERS.**

(1) In relation to Advice, Support and Assistance to Self-Training Handlers, the Registration Fees will be set by the Executive Committee and updated or varied as required.

(2) The following fees may apply:

- Initial Application and Processing
- Annual Registration
- Public Access Test Assessment & Registration (initial)
- Progressive, Interim, or Re- Assessment as required
- Public Access Test Assessment & Registration.
- All new Teams will serve a Probationary period of 1yr, before being eligible for a Full 3-year certification
- Administration and provision costs, in relation to Jackets, ID cards and any other incidental costs identified at the time

(3) Membership fees may be waived at the committee's discretion.

(4) All fees are subject to change at any time.

(5) Transport of Dogs

- The Executive Committee, will decide, on a case-by-case basis, whether or not to pass on any transport costs, to the Self Training Handler, for the purpose of initial delivery, of donated, surrendered or bred dogs.
- (b) These costs may include crate hire/purchase, fees, airfares, fuel, accommodation, food etc. The Handler will always be informed, and it must be agreed to by both parties, prior to any bookings or arrangements being made of all costs involved.

(6) Dog medical/vet and food costs

- The Executive Committee will decide on a case-by-case basis, whether or not to pass on medical/vet or food costs to the Handler for the purpose of initial delivery.
- These costs may include De-Sexing, vaccinations, microchipping, health checks, flea/tick treatment, worming, food etc. The Handler will always be informed, and it must be agreed to by both parties, prior to any arrangements being made of all costs involved

**(VI) CLAUSE 50 ADMISSION AND REJECTION OF AFFILIATE REGISTERED SELF TRAINING TEAMS.**

(1) The Executive Committee must consider an application for Affiliation/Registration at the next most convenient Executive Committee meeting held after the application for Affiliation/Registration is formally received.

(3) The Executive Committee must decide at the meeting whether to accept or reject the application. (Except where extenuating circumstances may not make such a decision feasible at that time).

(4) The Secretary of the association must, as soon as practicable after the Executive Committee decides to accept or reject an application, give the applicant a written notice of the decision.

(5) The Executive Committee is not compelled to accept any application for Affiliation/Registration.

(5) The Association is not compelled to provide the applicant with a reason for the rejection, nor any information in relation to the voting process.

**(VII) CLAUSE 51 WHEN AFFILIATION/REGISTRATION ENDS.**

(1) A Handler Team may cease Affiliation/Registration with the association at any time, by giving a written notice of cessation to the Secretary.

(2) The resignation takes effect at —

- The time the notice is received by the secretary; or

If a later time is stated in the notice, the later time, if the Executive Committee so approves.

(3) The Executive Committee may terminate a Handler Teams affiliation/registration if the individual—

- Does not comply with any of the provisions of these rules and objects; or
- Has registration or annual fees in arrears for at least 2 months; or
- Conducts himself or herself in a way considered to be injurious or prejudicial to the character or interests of the association.

(4) In general terms, before the Executive Committee terminates a Handler Team's affiliation/registration, the committee must give the Handler an opportunity to show why the affiliation/registration should not be terminated,

- The exception being, where Section 9 applies or if the Handler Team has acted in an illegal or prejudicial manner which reflects on the good name of the Association, termination of affiliation/registration will be immediate and without reason or appeal.
- b) The President and one Member of the Executive Committee is authorised to terminate a member under 3(c) and 4(a), immediately if deemed necessary, advising the other Executive and General Committee members as soon as is practical of the decision and reasons for the actions.
- c) If deemed inappropriate to the operation of the Association, the Executive Committee may decide to not make public, the reasons for the termination of a Handler Team.

- d) If to protect the good name of the Association, the Executive Committee deems it appropriate, the Members, affiliates, and such public as identified as appropriate, may be advised of the cessation of an affiliation/registration.

(5) If the Executive Committee decides to terminate an affiliation/registration, the Secretary of the Committee must give the Handler a written notice of the decision, no further information other than the decision and date of determination is required to be provided to the Handler.

**(VIII) CLAUSE 52 APPEAL AGAINST REJECTION OR TERMINATION OF MEMBERSHIP.**

(1) A Handler, whose application for affiliation/registration has been rejected, or whose affiliation/registration has been terminated, may give the Secretary written notice of the person's intention to appeal against the decision.

(2) A notice of intention to appeal must be given to the Secretary within 1 month after the Handler receives written notice of the decision.

(3) If the Secretary receives a notice of intention to appeal, the Secretary must, within 1 month after receiving the notice, advise the Executive Committee of their obligation to convene a meeting to consider the appeal.

(4) Rules 9 overrides the appeal process

**(IX) CLAUSE 53 EXECUTIVE COMMITTEE TO DECIDE APPEAL**

(1) The meeting to decide an appeal must be held within 3 months after the Secretary formally advises the Executive Committee of the notice of intention to appeal.

(2) The Handler must be given opportunity to show, in writing, why the application should not be rejected, or the affiliation/registration should not be terminated. The Executive Committee is not required to meet the Appeal Applicant in person.

(3) The Executive Committee must be given a full and fair opportunity to discuss why the application should be rejected or the affiliation/registration should be terminated.

(4) An appeal must be decided by a majority vote of the Executive Committee members present and eligible to vote at the meeting. Except where Rule 9 applies

**(X) CLAUSE 54 REGISTER OF AFFILIATE REGISTERED SELF TRAINING HANDLER TEAMS**

(1) The Executive Committee must keep a numbered Register of Handler Teams.

(2) The Register must include the following particulars for each Team

- The full name of the Primary, and where required, Secondary Handler
- The residential address of the Handler Team
- The date of acceptance, the date of Probationary PAT, and the date of transitioning to the 3YR PAT, and the financial status of the Handler Team
- (d) The date of resignation or termination of the Handler Team
- (e) Details about the termination or reinstatement of affiliation/registration
- (f) Any other particulars that the Management Committee decide

**(XI) CLAUSE 55 PROHIBITION ON USE OF INFORMATION ON THE REGISTER OF HANDLERS**

(1) A member of the Association, Handlers, or any member of the public, must not

- use information obtained from the Register of Handler Teams to contact, or send material to, another member of the Association, or Handlers, for the purpose of advertising for political, religious, charitable, or commercial purposes, or to illicit potential Handlers to another organisation; or
- disclose information obtained from the Register to someone else, knowing that the information is likely to be used to contact, or send material to, another member of the association, or Handler, for the purpose of advertising for political, religious, charitable, or commercial purposes, or to illicit potential Handlers to another organisation.

(2) Sub rule (1) does not apply if the use or disclosure of the information is approved by the Executive Committee

**(XII) CLAUSE 56 POLICIES, BY LAWS, CODE OF CONDUCT, and OTHER ADMINISTRATIVE DOCUMENTS AND RECORDS.**

- (1) The Executive Committee has authority, responsibility, and oversight of any Rules or Policies, required to be formulated and approved, for either the Association, or for Affiliate Registered Self Training Handlers.
- (2) All Affiliated Registered Handlers are to be provided with all relevant Policies, By Laws, Code of Conduct, and regulations relevant to their Affiliation and Registration as a PAD Self Training Handler Team, at the time that they submit a formal application. Affiliate Registered Handlers cannot appeal the administrative rules and standards of PAD.

**(XIII) CLAUSE 57 USE OF THE ASSOCIATION NAME (AND /OR ADAPPTIONS), AND/OR LOGO.**

The name PAWsome ASSISTANCE DOGS, and all the adaptations thereof, and all Logos, Banners, and other productions, used by PAD, or adapted to imply or represent PAD, are protected by Rule 9

- (a) No personal, individual, business or organisation, or non-PAD authorised use is permitted.
- (b) No Social Media, Events, Advertising, or Promotions, or any format that implies association with, or authorisation by, PAWsome ASSISTANCE DOGS, is to be used without the expressed written authority of the Executive Committee.
- (c) The name PAWsome ASSISTANCE DOGS, and all its forms, may not be used as part of an email address, or Social media profile /website, to create an implied association with, or authorisation by, PAD. All such platforms must only be created with the expressed written permission of the Executive Committee.
- (d) Any Member of the Association, found to misusing the name of PAD in any form, will be immediately removed as a Member of the Association.
- (e) Any Affiliated Registered Handler, found to be misusing the name of PAD, in any form, will immediately be de-registered.

**TERMINATION OF REGISTRATION**

**(in relation to Clause 9)**

The Executive Committee may terminate a Handler Registration if he/she

- (a) Does not comply with any of the provisions of these rules and objects; or the policies, procedures, standards, and rules instigated by PAD for Handlers at any given time.
- (b) Has set registration fees in arrears for at least 2 months.
- (c) Conducts himself or herself in a way considered to be injurious or prejudicial to the character or interests of the association.
- (d) If the Handler has acted, or acts, in an illegal or prejudicial manner which reflects on the good name of the Association, termination of registration will be immediate and without reason or appeal
- (e) If deemed inappropriate to the operation of the Association, the Executive Committee may decide to not make public, the reasons for the termination of a Handler.
- (f) If to protect the good name of the Association, the Executive Committee deems it appropriate, the Members, affiliates, and such public as identified as appropriate, may be advised of the cessation of a Registration.
- (g) If the Executive Committee decides to terminate the Handler registration, the Secretary of the Committee must give the Handler a written notice of the decision, no further information other than the decision and date of determination is required to be provided to the member.

**The Association reserves the right to modify the Constitution without notification to the Handlers. The Handler agrees to abide by the Constitution in all its versions, both current at the time of signing this agreement, and any future alterations.**

**B. OTHER POLICIES APPLYING TO THE HANDLER: -**

The Handler agrees to abide by all current and subsequent Policies, Procedures, Rules and Standards of PAD relevant to Handlers.

Specifically:

- As an Adult or Alternate Handler, I agree to abide by, and sign, the Responsible Persons Declaration.
- As an Adult or Alternate Handler, I agree to abide by, and sign, the Code of Conduct.
- As an Adult or Alternate Handler, I agree to abide by the Safeguarding Persons Policy.
- As an Adult or Alternate Handler, I confirm I am eligible for a Blue Card and agree to apply for one if required by the Association.
- The Constitution provides for the de-registration of Handlers who do not behave in a reputable and/or legal manner, without appeal. As an Adult or Alternate Handler, I agree to this requirement.
- As an Adult or Alternate Handler, I agree to abide by all Policies and Procedures in relation to Bullying, Abuse, Intimidation, Violence and Discrimination, and acknowledge that commission of such acts will result in immediate de-registration.



- As an Adult or Alternate Handler, I agree to abide by all PAD Policies and Procedures, in relation to misuse of Association Member's, Handler's and Minor's Private or Confidential information, including but not limited to Contact details, Social Media information posts, and other such knowledge that is acquired in connection with being a Handler with PAD.
- As an Adult or Alternate Handler, I agree to abide by all PAD Policies and Procedures, in relation to not using Emails, Text Messages and Phone calls, Messenger and Social Media platforms for advertising, recruitment, or any unsolicited or unauthorised contact with other Association Members or Handlers. Specifically, I agree I will not have direct contact with Minors involved with the Association via these forms without written permission from the Adult Handler responsible for the Minor Handler.
- As an Adult or Alternate Handler, I agree to abide by all PAD Policies and Procedures, in relation to the abuse of Drugs and / or Alcohol before or during attendance at Events and Social gatherings. I will ensure that neither myself, or anyone accompanying me, to PAD functions or events, formal or informal, is adversely affected by drugs (illicit or prescription) or alcohol, in order to comply with the full Safeguarding Persons Policy of not causing risk or harm.
- As an Adult or Alternate Handler, I agree to abide by all PAD Policies and Procedures, in relation to my Assistance Dog – the standards of training and use of training tools and equipment, maintenance of its health, grooming, care and wellbeing, and commitment to the ongoing standards for, and assessment of, PAD Public Access Standards Certification (PASC).
- As an Adult or Alternate Handler, I agree to abide by all PAD Policies and Procedures, in relation to Performance Counselling and Discipline of myself as a registered Handler.
- As an Adult or Alternate Handler, I agree to abide by all PAD Policies and Procedures, in relation to Health and Safety at Events and Functions, including but not limited to Handler and Dog Etiquette around other Assistance Dogs, and in general in relation to Public Access requirements and standards.
- As an Adult or Alternate Handler, I agree to abide by all PAD Policies and Procedures, in relation to maintaining consistent and regular contact with the Association representatives, be that the Executive Committee, Representatives, Trainers or Assessors.
- As an Adult or Alternate Handler, when attending face to face functions, I will ensure I register my presence in the form required at the time, mingle, and support other Handlers to the best of my capability at the time, respect the needs of other Handlers and Association Members, and ensure I contact a Member or Representative for Assessment or mentoring.
- As an Adult Handler or Alternate Handler, if I am unable to attend face to face functions, I will make arrangements, acceptable to the Association, for contact, assessment, and mentoring. I acknowledge that failure to maintain a satisfactory consistency of contact with the Association may result in my de-registration.

- As an Adult or Alternate Handler, I agree to abide by all PAD Policies and Procedures, in relation to the No Refund Policy.
- As an Adult or Alternate Handler, I agree to abide by all PAD Policies and Procedures, in relation to Public Access Standards, Assessment and Certification. I acknowledge that Certification may be withdrawn if I am found, as a Team, to no longer comply with PAD requirements.
- As an Adult or Alternate Handler, I agree to abide by all PAD Policies and Procedures, in relation to Second Handlers, and should I require verification of a Second Handler for myself and my Assistance Dog, I will apply in writing, to the Secretary, stating the reasons for requiring a Second Handler, and verifying that the Second Handler will comply with all such requirements, policies and procedures, that I have agreed to, for registration with PAD. I will advise the Association of the Second Handler's eligibility for a Blue Card. I acknowledge there is an Administrative Fee for the Second Handler digital ID Card.
- As an Adult or Alternate Handler, I agree to abide by all PAD Policies and Procedures, in relation to Rescue Dogs, acceptable Dog Breeds, Dogs/Breeds suited to my individual needs, and the responsibilities involved in having a dog registered as an Assistance Dog with PAD.
- As an Adult or Alternate Handler, I agree to abide by all PAD Policies and Procedures, in relation to the return of the PAD jacket, and the cancellation of the ID Card, and all documentation in relation being certified and registered with PAD, if I voluntarily leave, fail to pay registration fees, or am de-registered.
- As an Adult or Alternate Handler, I agree that PAD may modify, cancel, or add to the Policies and Procedures relating to Handlers, without notice, and that I will agree to abide by these amendments as a condition of continued registration with PAD.

**APPLICANT NAME**

**SIGNATURE**

**DATE**

**EMAIL**

**PHONE NUMBER**

**ADDRESS**