Master Dog Breeders & Associates

Policies.

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1 Complaints Policy

1.1 Introduction

a) The MDBA is committed to being accessible and responsive to all people who approach us with a complaint. If and when things go wrong, they can only be put right – and services improved – if we hear about it.
b) We will act fairly and objectively and address each complaint with integrity and in an objective and impartial way.
c) Information gathered during our interactions with non-members and members is a valuable source of intelligence about potential non-compliance with MDBA codes and rules.
d) The MDBA believes that complaints can be a valuable source of feedback on our organisation’s systems, services, staff and members.

1.2 The Process

a) We keep notes on enquiries and conversations and observations and statistics on complaints to analyse them so that systemic issues and problem areas that go beyond individual complaints are identified, and improvements can be made to the overall quality of services provided.
b) We regularly review the effectiveness of the complaint management system to ensure its suitability for responding to and resolving complaints – and we identify and correct any deficiencies in the operation of the system.

1.3 Managing Complaints

a) The ability to manage complaints depends on:
   i. our ability to do our work and perform our functions in the most effective and efficient way possible
   ii. the health, safety and security of our staff, and
   iii. our ability to allocate our resources fairly across all the complaints we receive.
b) When people behave unreasonably in their dealings with us, their conduct can significantly affect our success. As a result, the MDBA will take proactive and decisive action to manage any conduct that negatively and unreasonably affects us and will support our staff to do the same in accordance with this policy.

1.4 Unreasonable Complaints

a) There are five ways a complaint can become unreasonable:
   i. Unreasonable persistence
   ii. Unreasonable demands
   iii. Unreasonable lack of cooperation
   iv. Unreasonable arguments
   v. Unreasonable behaviours.

1.5 MDBA Response to Unreasonable Complaints

a) Changing or restricting a person’s access to our service
i. Unreasonable Complaints will generally be managed by limiting or adapting the ways that we interact with and/or deliver services to people by restricting:

ii. Who they have contact with – for example, limiting a person to a sole contact person/staff member in our organisation.

iii. What they can raise with us – for example, restricting the subject matter of communications that we will consider and respond to.

iv. When they can have contact – for example, limiting a person’s contact with our organisation to a particular time, day, or length of time, or curbing the frequency of their contact with us.

v. How they can make contact – for example, limiting or modifying the forms of contact that the person can have with us. This can include modifying or limiting telephone and written communications, the MDBA taking no further action on the complaint or terminating our services altogether.

b) Completely terminating a complainant’s access to our services

i. In rare cases, and as a last resort when all other strategies have been considered and/or attempted, the relevant the MDBA may decide that it is necessary for our organisation to completely restrict a complainant’s contact/access to our services.

ii. A decision to have no further contact with a complainant will only be made if it appears that the complainant is unlikely to modify their conduct and/or their conduct poses a significant risk for our staff or other parties because it involves the following types of conduct:

   i. Acts of aggression, verbal and/or physical abuse, threats of harm, harassment, intimidation, stalking, assault towards MDBA staff or members.
2 Disciplinary Policy.

a) The MDBA works to prevent problems for those who use our member’s services through a compliance approach that strongly emphasises prevention and careful targeting of enforcement action.

b) By using a risk-based, intelligence-led and outcomes focused approach to compliance decisions, this enables us to act quickly against those that require action and achieve more sustainable outcomes.

c) **Our key objective** is voluntary compliance. We proactively engage with members to inform them of their responsibilities, and assist them to make sure they know how to comply.

d) Where members and non-members need dispute assistance, our telephone-based information services are focused on areas within our direct responsibility, and form an important part of our risk-based approach to compliance.

2.1 Mediation services

a) In addition to our information services, in certain circumstances we may provide dispute mediation services.

b) Any dispute service the MDBA offers have a compliance orientation and are focused on obtaining an outcome that is consistent with resolution.

c) We seek to obtain voluntary compliance when offering a dispute service; we do not have binding decision making powers, nor do we have the ability to force people to participate.

d) Our primary dispute service offering is delivered by telephone with the aim of obtaining a timely resolution of a complaint. In limited circumstances, a more tailored dispute service may be offered, based on specific circumstances and case complexity.

e) When deciding whether to offer a dispute service, we consider a range of factors, including but not limited to the following:
   i. Is there a likely breach of MDBA codes and rules?
   ii. Is the enquiry better handled by another jurisdiction or regulator?
   iii. Has the complainant attempted to appropriately resolve the matter themselves?
   iv. Are there other or better ways to deal with the issue?
   v. Has the issue already been dealt with by us or a consumer court?
   vi. Is the issue reasonably likely to be resolved?

f) Information gathered during our interactions with members and non-members during the provision of dispute services is another valuable source of intelligence about potential non-compliance with MDBA codes and rules.

2.2 Non-Compliance

a) We have a range of options to address non-compliance. The broad range of tools ensures that we have the flexibility to respond in a way that is both targeted and proportionate to the seriousness of the problem.
2.2.1 Educational Intervention
a) The MDBA will communicate in writing with relevant information when there is evidence that a member is unaware of their obligations and they have generally been cooperative during interactions with the MDBA.

2.2.2 Without prejudice discussions
a) We may hold an informal discussion with the member about alleged non-compliance to resolve a matter promptly, without resorting to further action.

2.2.3 Compliance monitoring inspection
a) The MDBA may inspect a member’s property to ascertain whether there are breaches of the MDBA codes and rules. Inspections are used to determine whether enforcement action is required. Our inspection program is based on compliance and enforcement priorities.

2.2.4 Warning letter
a) A warning letter may be issued when there is evidence that a code or rule has been broken and the member can be reasonably expected to know of and understand their obligations.

2.2.5 An enforceable contract
a) The MDBA may request a member sign a written undertaking (contract) that details specific measures or the implementation of certain procedures to ensure the problem will not occur again.

2.2.6 Termination of membership.
   a) When membership is terminated, the termination of membership starts on the day the decision is made by the MDBA. The member will be notified by registered mail and email. All use of MDBA numbers, trademarks and reference to an MDBA membership must be immediately removed and no longer used. Failure to do so will result in the MDBA seeking financial compensation through the courts.

2.2.7 Reporting to Council, RSPCA or police.
   a) In the event that the complaint is of an animal welfare, animal cruelty, violent or fraudulent nature, the MDBA will report the member to the appropriate authorities to protect the animals and the public.

2.2.8 Legal Action.
   a) The MDBA may proceed to legal action against a member if an enforceable contract is breached, or when advised to do so by our legal advisors.

2.3 Enforcement

2.3.1 Our objectives
   a) In taking an enforcement action our aims are to:
      i. Stop the unethical conduct
      ii. Ensure future compliance
      iii. Raise awareness of the MDBA codes and Rules
iv. Deter and punish wrongdoers.

b) In selecting matters appropriate for enforcement action, we exercise discretion, taking into account the merits and circumstances of the case.

2.3.2 Enforcement Actions

a) Factors that make enforcement action likely, include:
   i. The seriousness of the conduct – where there is evidence of, or potential for, significant harm, and particularly where this conduct is ongoing;
   ii. A blatant disregard for the MDBA codes and rules, or pattern of deliberate non-compliance by the member that suggests a risk of future misconduct;
   iii. Special circumstances, such as conduct affecting vulnerable or disadvantaged groups;
   iv. If the conduct involves a new or emerging issue or has a significant impact on MDBA brand integrity;
   v. If enforcement action considered is likely to have a worthwhile educative or deterrent effect.

b) Given that our key objective is voluntary compliance, wherever possible, the vast majority of engagements with members will be for the purposes of compliance assistance and education.

c) However, where the issue is high-risk or requires urgent or non-urgent action to stop the conduct, we may move straight to more punitive measures. For systemic issues, identified by information gathering, a multi-faceted compliance strategy, using several tools in combination, may be used.

3 Privacy Policy

3.1 Our Objectives

a) The MDBA places a high value in our members’ privacy. How we collect, use, exchange and protect personal information is important to the MDBA and our members. We respect your privacy and we will never sell or give our members details to a third party unless we are legally required to do so.

b) We will not voluntarily hand your information over to third parties without your explicit consent.

c) If we receive a query about who is an MDBA member the only information we will give out is whether the person is a financial MDBA member or not.

d) We will never publicise any information regarding your MDBA activities, for example the MDBA will never provide:
   - Details of which breeders have had litters in any given period
   - Member details on our website apart from the details entered by members themselves
   - A list of MDBA registry prefix names

e) The MDBA will only collect information necessary for us to provide services to our members and which may assist in increasing the welfare of purebred dogs and responsible breeding.

f) The MDBA may aggregate information to assist with developing services for members, to gather health information about specific dog breeds or to develop the MDBA website. This aggregation will not identify individual members or individual dogs.
3.2 Data Collection

We collect your personal data in the following ways:

**When you sign up to the MDBA website or the MDBA forum** - When you sign up to the MDBA website we collect certain personal data in order for you to take full advantage of the MDBA’s services. We collect data such as your email address and name.

**When you apply to be a MDBA member** – To become a MDBA Member we collect data to enable us to assess your application for membership such as, your name, address, country, areas of interest, phone number, agreement to abide by our Code of Conduct relevant to your membership group.

**When you advertise on the MDBA website** – When you advertise on the MDBA website we collect the data that a member enters. The member can edit or delete this data at any time.

**When you visit our website** - The MDBA’s web servers gather your IP address to assist with the diagnosis of problems or support issues with our services, and to monitor the use of our site, including the monitoring of the location of our users. We use anonymised and aggregated information for purposes that include testing our IT systems, research, data analysis, improving the MDBA services, and developing new features and functionality within the MDBA website. Unless you become a registered site user or an MDBA member, the MDBA does not collect information that identifies you personally.

3.3 Use of Personal Information

We may use the Personal Information we collect for a range of reasons, including:

**When we enter your dogs into the Stud Registry** – We will put your personal details into our stud registry to show that you are the owner of the dog.

**When we bill and collect money owed to us by you** - This includes sending you emails and invoices. We will only use PayPal or direct bank deposits for the collection of monies. Those third parties collect information to process your orders and payments.

**To send you system alert messages** - For example, we may inform you about temporary or permanent changes to our services, such as planned outages, or send you account, security or compliance notifications, such as new features, abuse warnings, and changes to this privacy policy.

**To communicate with you about your account and provide customer support** - For example, if you have any issues our staff will contact you using your email address.

**To meet legal requirements** - including complying with court orders, valid discovery requests, valid subpoenas, and other appropriate legal mechanisms.

3.4 Access to Your Information

If you become a registered site user or MDBA member, you are able to change or update your Profile details at any time by logging in to the Profile area of the website. All users are able to unsubscribe from newsletters.

In addition, any user is able at any time request that the MDBA modify or delete any Personal Information held by us. If your account is deleted the MDBA will no longer be able to provide services to you.

3.5 Storage & Security of Personal Information

The MDBA takes all reasonable steps to ensure the security of our system and to protect your information from misuse, interference and loss as well as unauthorised access, modification or
disclosure. The MDBA allows you to access your personal information at any time to keep it accurate and up to date. Any information which we hold for you is stored on secure servers, either in Australia or overseas that are protected in controlled facilities.

In addition, our employees and the contractors who provide services related to our information systems are obliged to respect the confidentiality and privacy of any Personal Information held by the MDBA. Except in the case of breaches of our obligations under the Privacy Act to protect your Personal Information, the MDBA will not be held responsible for events arising from unauthorised access of your Personal Information.

In the event of a data breach, the MDBA is committed to complying in all respects with the requirements of all Australian Privacy Laws and where required, the provisions of the GDPR.

You also play an important role in keeping your Personal Information secure, by maintaining the confidentiality of any password and accounts used on the Site. Please notify us immediately if there is any unauthorised use of your account by any other Internet user, or any other breach of security relating to your account.

3.6 Data retention

We retain information you provide to us and which we collect about you, including Personal Information and Personal Data, for so long as we continue to provide services to you and specifically until such time as you request us to delete your Personal Information and Personal Data.

The MDBA is a data controller and processor for the purposes of the GDPR and by your consenting to this Privacy Statement the MDBA is able to processes your Personal Data in accordance with this Privacy Statement.

Our contact details are set out in the “Contact Us” section of our website. In providing its services to you, the MDBA may make use of a number of automated processes using your Personal Data and your activity on our Site as tracked by us, in order to provide more tailored and relevant services to you such as providing information to you through email communication.

In addition to your rights set out above, you may:

- Update or rectify any of the Personal Data that we hold about you;
- Withdraw your consent to the MDBA use of your Personal Information as described in this Privacy Statement by requesting the MDBA remove your account. We will delete all the Personal Data about you which we hold;
- Request that the MDBA provides you with a copy of the Personal Data the MDBA holds about you in a portable and machine-readable form. You may make those requests by contacting us using any of the methods set out in the “Contact Us” page on our website.

3.7 Changes to the Privacy Policy

Occasionally we may, in our discretion, make changes to this Privacy Policy. When we make material changes to this Policy, we’ll send you an email detailing the policy and a link to the page on our website that displays the policy. In some cases, we will notify you in advance, and your continued use of the MDBA services after the changes have been made will constitute your acceptance of the changes. Please therefore make sure you read any such notice carefully. If you do not wish to continue using the MDBA services under the new version of the Privacy Policy, you may terminate your membership by contacting us by email.