

CONTRACT for the purchase of a SHAMWARI Bordoodle puppy.

Puppy Sales Contract between Miss Janet Beale (Breeder) and the Purchaser (as noted below)

Janet Beale, York Cottage, Shipton, Much Wenlock, TF13 6QW

Tel: 07724520181

Purchaser Details:

Name(s):

Address:

Mobile Telephone Number:

Home Telephone Number:

Email:

Second Email

PUPPY DETAILS:

Puppy Names:

Sire:

Dam:

Date of Birth:

Microchip Number:

9772000100

Gender:

Colour:

DNA tested for Non-shedding: Yes/No Result:

Parents DNA Tests: See page 9

PETPLAN INSURANCE Policy:

Also, part of this agreement is the is our Shamwari Puppy contract derived from the RSPCA and The Animal Welfare Foundation publication, and the information found in the Puppy Instruction Manual provided by the breeder, which has numerous web links and video links which the owner agrees to read, study, learn from and do their best to follow the suggested advice.

Other Terms and Conditions as mutually agreed

The puppy has been dewormed:

..... with Drontal puppy

..... with Panacur Paste

..... with Drontal plus

..... with Panacur Paste

Puppy is due to be dewormed again on – suggest using Panacur paste for 7 days to prevent Giardia.

The puppy has been vaccinated on the with the first set of puppy vaccinations and has had her booster on the = please refer to the guidance in the Puppy Instruction Manual and carry out a Vaccicheck in three to four weeks' time.

On thethe puppy was again checked by the vet and weighed.

The weight of the puppy was

This Puppy is sold to the Purchaser under the following strict conditions:

1. The puppy is sold to the purchaser for the purposes of being as a pet only.
2. No guarantee is given that the dog/bitch will be suitable for any other requirements other than being an average family pet, or that it has the potential, conformation, or suitability to compete in any dog sports or competition.
3. No Guarantee is given that the dog, even if DNA tested for Non-shedding genes, will be suitable for people with allergies.
4. Provided that the purchaser has indicated in their application form, prior to purchase, that the Border Colloodle is being selected as their pet specifically for its possible hypoallergenic potential, AND prior to collection of the puppy, has submitted, to the Breeder a doctor's report, saying that

a family member, who is regularly living with the purchaser, suffers from allergies caused by dogs, thereby confirming that the main reason for selection and purchase is for reduced allergy reactions, and regardless of any DNA tests for Non-shedding or for selection based on those any DNA results, if any, provided that the puppy is returned (at the purchasers cost):-

- 4.1. within 14 days of collection AND confirmed by our vet to be in good condition, free of any physical or mental damage, a full refund will be given, however, only vaccination costs will be included as additional expenses, the breeder is not responsible for any additional expenses incurred by the purchaser.*
- 5. If the above was not carried out, and it is found that the puppy is the cause of unknown allergic reactions within 14 days of collection, provided*
 - 5.1. The dog is returned to the breeder within 14 days of collection with a report from the purchaser's doctor indicating that the person's allergy is most likely to be caused by the new puppy/dog.*
 - 5.1.1. If then returned, within 14 days of collection AND then confirmed by our vet to be in good condition, free of any physical or mental damage, a full refund will be given, only vaccination costs will be included. The breeder is not responsible for any additional expenses occurred by the purchaser.*
 - 5.1.2. If the puppy is found by our vets and experts, to be in ill health or has suffered from mental damage or lack of training, no compensation will be given.*
- 6. . It is not our belief, or for any valid reason, that is it necessary to breed from these crossbreeds, therefore: -*
 - 6.1. The puppy is not sold as a breeding animal.*
 - 6.2. If the puppy is bred from on purpose, or even by mistake, without the breeder's written permission and/or knowledge, AND the additional breeding supplement payment of £3000.00 being paid, the breeder reserves the right to claim through the courts the sum of up to £18 000 in compensation (average border collie litter of 6 puppies x by Shamwari prices).*
 - 6.3. If in the future, the purchaser wishes to breed from the above dog, this restriction can only be lifted at the breeder's discretion and may still be subject to additional fees as stipulated above to be paid to the Breeder, this permission must be confirmed in writing by both parties.*
- 7. That the above dog is in no way to be rehomed, sold, given away, gifted, or donated to any Person, other than the Breeder, without the written permission of the Breeder.*
- 8. In the event of the purchaser being unable to keep the above dog for any reason at any age, it must be returned to the breeder with all relevant paperwork (for example registration documents, microchip and signed transfer forms vaccination card, health test certificates etc. if done. However, should the owner know of a suitable home, and provided that the home passes the breeders normal application process and is therefore acceptable to the breeder, the dog may be placed there with her written approval, the responsibility of acceptance and adhering to this contract will then be transferred to the new owner.*
- 9. This puppy will NOT be sold or rehomed without first offering it back to the breeder or if the owner has found a home themselves, then this home MUST be acceptable and this confirmed in writing by the breeder, failure to do this will cause the breeder to attempt to recover the full purchase price AND any added value the owner may have obtained by selling the puppy to those unapproved people.*
- 10. Our puppies have been regularly dewormed and finally, shortly before you take delivery of them, checked by a vet, for heart defects, general health, and visible defects.*

You must: -

- 10.1. Take the pup to your own vet within 36 hours (If collecting on a Friday, you should take the pup to a Vet on Saturday or at the latest Monday morning, if collection on a Saturday or Sunday you must take the pup to the vet by Tuesday afternoon) to have the puppy checked by your own vet to confirm this, if there are any concerns these need to be notified to us in writing.
- 10.2. Should there be any Genetic or Hereditary Health problems found that we have missed and therefore not declared to you at the time of collection, a full veterinary report detailing this, must be emailed to us immediately.
and/or
Any illness hidden at collection and/or developed since collection; a full veterinary report must be emailed to us immediately.
- 10.2.1. we will then be happy to issue you a full refund, provided that the puppy is delivered back to us immediately or at the latest, within 24 hours, (subject to our own vet's advice on the feasibility of the puppy undergoing travel back to us.).
- 10.2.2. If you decide not to return the puppy, and want to then to keep the puppy, we will not consider any compensation or cover any costs incurred by that condition.
11. If your puppy, during its lifetime, is found to have a congenital or hereditary health condition, which, we, as an average licensed breeder,
- 11.1.1. I could have reasonably known about
- 11.1.2. and therefore, could easily have avoided completely
- 11.1.2.1. at the time of mating, gestation, whelping
- 11.1.2.2. or whilst the puppy/dog was in my direct care:
- 11.1.2.3. and/or by providing a different type of environment
- 11.1.3. or in the case of more than one puppy from the SAME litter, succumbing to the same symptoms, if we fail to notify you in within a reasonable time frame, once we have confirmed that this information will help prevent the illness and subsequent death of your puppy.

we will refund your full purchase price, this may be subject to you providing us with detailed veterinary reports if requested, together with any studies which verify (by date) that I should have reasonably known and/or had reasonable cause and/or knowledge to be able to prevent that issue from happening.

12. In the case of more than one puppy, from the SAME litter, succumbing to the same symptoms, once we have confirmed that this information will definitely help prevent the illness and/or death of your puppy and any ongoing treatment will allow your puppy to live a normal life, we will convey the situation to the buyer, we will also pay, upon proof, for any excesses applied to your insurance policy for the continued lifetime treatment of your puppy.
13. We will not be responsible for a lack of suitable insurance held for your puppy or any other shortfalls, unless we have failed to protect your puppy as detailed in clauses 11.
14. All claims against us must be detailed and backed up with appropriate qualified evidence for submission to our own specialist who will advise on our personal responsibilities.
15. All disputes must be taken through a proper mediation process before submission to any civil courts.
16. In 30 years of breeding, we have experienced less than 0.20% of serious illness or deaths in the first four weeks in the new owner's home, unfortunately, this excellent record was damaged in early 2020, by the illness and subsequent deaths of four of our border collies and one Colloodle.

However, this lesson brought to our attention that a lack of communication with the breeder, most likely contributed to the death of at least three of those puppies. These three deaths could most likely have been avoided, had the owners of ALL the sick pups from the start, kept us advised CORRECTLY on the health and treatment/non treatment of their pups.

- 16.1. Therefore, you must keep us advised of any health issues (not eating, vomiting, diarrhea, temperature, coughing, to name a few from an inexhaustive list), especially in the first four weeks after collecting your puppy.
and
- 16.2. You must, give your own vets your permission to include the Breeder, Janet Beale and her chosen vet/s, to be involved in any diagnosis or treatments during this period.
- 16.3. If this does not happen, the breeder, will NOT consider any claims against Shamwari or Janet Beale.
17. Furthermore, you MUST read, watch links and follow the advice on vaccinations, feeding and training your puppy which is given in the Puppy Instruction Manual.
18. You must agree to do your best to persevere, learn and/or continue to learn about the care, health, training, and welfare of your dog.
19. It is essential that the owner agree:
 - 19.1. that the puppy: will be kept in appropriate minimum conditions for its welfare and health according to [code-of-practice-for-the-welfare-of-dogs](#). (Can be found on the [www.gov.uk](#) website)
 - 19.2. to be fed a suitable diet for its age and condition,
 - 19.2.1. the breeder highly recommends a RAW natural food diet which is free of additives and chemicals, to also reduce the use of these chemicals in the home for cleaning and washing, to further reduce the risk of autoimmune diseases and neurological problems like epilepsy.
 - 19.3. To provide all necessary veterinary care to maintain its good health.
 - 19.3.1. The breeder highly recommends that a good quality insurance policy is taken out at the end of the Free cover provided, to cover unexpected situations. See clause on Insurance under "Breeders Responsibility" for additional information.
 - 19.4. To undertake regular (weekly minimum) grooming and coat maintenance and if this is not sufficient then the dog must be taken, as necessary, for grooming/clipping by a qualified professional groomer, OR the owner must undertake, if they do not already possess this skill, to successfully complete a basic course on dog grooming and clipping in order to carry out grooming and clipping themselves.
 - 19.4.1. If the dog is found, at any time, to be in an unkempt appearance, with matted coat, which, at the inspection of a third-party vet or an official animal welfare organization, is deemed to be causing the dog suffering and skin problems, the dog will be removed from the Owner and must be returned to the Breeder, no compensation will be given.
20. The purchaser agrees to undertake to train the puppy using humane/ethical, balanced training methods and ensure the dog is basically well behaved/mannered with a good recall and lead walking skills, is exercised sufficiently to maintain fitness and provide brain stimulation exercises on a regular daily basis. If the Purchaser does not have the knowledge or skills already in place, to achieve this minimum, they must agree to:
 - 20.1. attend puppy classes of the type recommended by the Breeder in her Puppy Instruction Manual and continue regular classes until the dog is well socialized and trained to reliably respond to basic commands and will walk on the lead without Pulling.

- 20.2. *It is highly recommended that the Purchaser completes a recognized Dog Training course. Like the [Canine Good Citizens Scheme](#)*
21. *If the dog is found to be consistently out of control and/or suffering from any stereotypic or disrupting behavior disorders damaging to the stress and health of the dog, AND the owner has not:*
- 21.1. *Attended regular training classes,*
- 21.2. *and/or, worked for a minimum of 12 weeks, under guidance from at least 1 qualified accredited trainer/behaviorist AND attended at least two classes held by the Breeder, the dog will be removed from the Owner and must be returned to the Breeder, no compensation will be given.*
22. *The Purchaser agrees to keep in touch by email with regular updates and photo's/video of their puppy's progress.*
23. *If you do not already have a suitable long used vet; - To find and sign up with a good old-fashioned veterinary practice, who you will regularly see rather than different vets especially on the same case. A vet who acknowledges you and your dog as an individual and has the dog's best interest at their center core, rather than being dictated to by head offices and the shareholders pockets.*

The Breeders entire livelihood and reputation for 30 years plus, has relied on her goodwill, honesty, openness, therefore, the Breeder promises that she will always do her best, to provide help, solutions or options to any issue relating to the puppy purchased from Shamwari Bordoodles.

24. *For this to happen, you the purchaser, must provide if requested, by EMAIL or Snail Mail, the breeder, in a timely manner (as fast as possible) and in a clear and suitable format, ie, screenshot, video, photo, PDF etc.*
- 24.1. *If requested and this information is not provided, we cannot help in any way and will close the case within 14 days.*
- 24.2. *If we do not respond with help etc. within 14 days, please, send us the information again and prompt us politely to find your solution.*
- 24.3. *Please be aware that we will only work with and help, individuals, potential purchasers, and owners who are amenable/polite, do not insinuate or place blame publicly, who do not place negative reviews or bad comments on social media.*
- 24.4. *if we are aware of this behavior, we will close the case immediately (see clause 24.7).*

The Purchaser agrees to protect the name and integrity of the Shamwari Bordoodles on social media.

- 24.5. *if a person or persons shows in public that they have an issue with our breeding program, animal welfare and/or health, or the way we do business; their posts and comments must be screenshotted and forwarded to us, and the individual/s concerned directed immediately to the breeder so that the issue can be dealt with fairly and in private.*
- 24.6. *If, after the breeder has tried to help and offered solutions etc., the person still has grievances it should be noted that not all solutions/situations, will be favorable to all concerned so the results should still have no bearing on presenting this to public opinion as very few people will be party to the WHOLE STORY.*
- 24.7. *If, after the breeder has tried to help and offered solutions which are subsequently rejected by the Purchaser or said individual, with that person still then placing bad reviews and/or misinformation about us on social media, we will make every attempt in a court of law to sue for damages to our reputation, since it would not be our decision that our help was rejected or ignored.*

Please read The Puppy Instruction Manual, as these pages explain much about your puppy and how it is reared and presented for collection, as well as how to proceed when you get home.

Additional Conditions apply as follows:

THE SELLER WARRANTS:

That the genetic health checks and health screening indicated on adverts and website and on page 9 of this agreement, has been carried out on the Puppy's parents and details and explanation of what this means for the Puppy has been provided upon request.

That the Puppy is not the result of a mating of two dogs related within two generations.

That the Puppy is in Good Health, other than as the Seller specifically informs the Buyer before the date of sale.

That he/she has supplied the Puppy Instruction Manual prior to the Buyer viewing the Puppy or a reasonable period in advance of the Buyer's decision to buy the Puppy and has communicated to the Buyer within the Puppy Instruction Manual:

a) the possible consequences of buying the Puppy given the Dog Health Information, the genetic health checks and health screening and the considerations that are likely to affect the Puppy given any negative results.

c) the measures that should be taken, whether by neutering, contraception or otherwise, to guard against unwanted pregnancy; and

d) the Future Health and Welfare Needs of the Puppy.

That the information contained in the Puppy Instruction Manual supplied to the Buyer above is accurate and materially complete (to the best of the Seller's knowledge and belief where the information is supplied by a third party) and all diagnostic tests for the Puppy have been undertaken as recorded in the Dog Health Information and that reasonable care and skill is and/or will be used when explaining to the Buyer the Future Health and Welfare Needs of the Puppy and any advice or recommendations provided below.

That he/she, having made reasonable enquiries of the Buyer, in good faith believes that the Buyer is able to meet the Puppy's Future Health and Welfare Needs.

That the Puppy is more than 8 weeks old at the date of sale.

That the Puppy has received adequate care and that the Seller has provided it with the opportunity to socialize with dogs, humans, and other animals it is likely to come into contact with and it has experienced and become accustomed to the sounds and experiences of typical family life.

That any pedigree indicated for the Puppy is correct. Where appropriate, the Seller will provide the Buyer with all relevant registration papers and pedigree certificate within one month of the date of sale, or as soon as it is available.

THE BUYER WARRANTS:

That he/she has read and understands the information provided to him/her above and contained in the Puppy Instruction Manual.

That he/she in good faith believes that he/she will be able, and intends, to meet the Puppy's Future Health and Welfare Needs.

That neither he/she nor any member of his/her household has been cautioned for or convicted of any breach of animal welfare law such as neglect, cruelty, or abandonment.

That if he/she is no longer able or willing to provide a home for the Puppy or otherwise to meet the Puppy's Future Health and Welfare Needs he/she will contact the Seller and have regard to any advice and recommendations that the Seller provides, including return of the Puppy at the option of the Seller.

That he/she is purchasing the Puppy for himself/herself and not as agent for a third party.

BOTH BUYER AND SELLER AGREE AND UNDERSTAND:

That the Puppy is a living creature with interests independent of both Buyer and Seller.

That the Buyer may suffer distress and inconvenience as a result of the Puppy suffering pain or discomfort and one purpose of the Seller's warranties is to reduce or avoid such distress and inconvenience.

The Seller has issued 4 weeks free insurance and the Buyer agrees to continue to maintain insurance for their puppy and as such, the Buyer shall be entitled to recover from the Seller his reasonable veterinary fees and costs to treat a serious disorder suffered by the Puppy that relates to a breach of any of the Seller's warranties not covered by that insurance. No Compensation will be given if the puppy insurance is not continued or maintained.

Nothing in this contract affects the Buyer's statutory rights including any warranty of satisfactory quality of the Puppy implied by sale of goods legislation or other law.

The Buyer agrees to take the Puppy to their vet, soon after purchase, for a general health check and advice on inoculations and worming.

It is understood that if the purchaser fails to keep any part of this contract or if the puppy in any way is maltreated, the purchaser may ultimately be required to surrender the dog back to the breeder with all paperwork. This will be without financial restitution or compensation, unless otherwise stated.

DATE, DECLARATIONS AND SIGNATURES

Date of sale and purchase:

Purchase price received by Seller:

Seller: By signing this contract I agree and understand that I am entering into a legal and binding contract.

Signed (breeder)

Date

Buyer: By signing this contract I agree and understand that I am entering into a legal and binding contract.

Signed (purchaser)

Date

Health Information of this litter.