



Helping Dogs and Cats UK Terms & Conditions - October 2021

Helping Dogs and Cats UK Terms of Adoption

Overview

- For the purpose of these Terms, “We/Us/Our” means Helping Dogs and Cats UK (Company number 11518929) (“Helping Dogs and Cats”). “You” and “Your” means the adopting party as detailed in the Agreement.

These are the terms and conditions (“Terms”) referred to in Your adoption agreement (“Agreement”) pursuant to which you agree to adopt the animal specified in the agreement and we agree to supply the animal and associated support services (“Services”).

- They describe the terms on which we will supply the services to you, and they explain our responsibilities to You and Your obligations to Us. Full details of the animal being adopted (“adopted animal”) are set out in the agreement.
- Thank you for agreeing to adopt a dog from Helping Dogs and Cats UK (“Helping Dogs and Cats”) This adoption agreement (“Agreement”) and the attached terms of business (“Terms”) set out the terms upon which the animal will be provided to you. Should any conflict arise between the Terms and this Agreement, this Agreement shall apply.

The Contract

- These Terms, together with the agreement set out the terms upon which we agree to provide the services to You and constitute the entire agreement and understanding between Us. No previous statements or representations that we have made to you form part of the contract unless they are written into it. This includes samples, drawings, advertising, catalogues and other promotional or descriptive material.
- Each of Us acknowledges that, in entering these terms, it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than those set out expressly in these terms.
- If either of Us needs to give a notice under these terms (“Notice”), the notice must be given properly in order to be effective. Clause 6 explains how to give a proper notice.
- Where any conflict or inconsistency arises between these terms and the terms contained in the agreement, the agreement shall prevail.
- The Adopter confirms that to the best of their knowledge and belief no person residing in their household, or who will care for the Animal, is disqualified from keeping animals or as had a deprivation order made under the Animal Welfare Act 2006 and/or has an unspent conviction for offences relating to animals.

The Services

- We will provide the services and adopted animal as specified in the agreement.
- We can make changes to the services to comply with any regulations or if our changes don't affect the nature and quality of the services. If we decide to make a change, we will tell you in a notice.

Your obligations

- Always agree to follow the Helping Dogs and Cats UK code of conduct, attached at Annex 1 of these terms ("Code of Conduct").
- Take full responsibility for the adopted animal from the date of possession.
- Helping Dogs and Cats UK strongly advises the Adopter to arrange appropriate insurance cover against risks referred to in this Agreement and the costs of veterinary treatment.
- Always ensure the safety and well-being of the adopted animal including keeping the adopted animal up to date with all necessary vaccinations and veterinary care, neutering, flea and worm treatment. You agree to socialise your adopted animal. This can be training classes to support your animal while they are growing and settling in.
- Agree not to irresponsibly abandon, give away, sell, or trade the adopted animal, even as a gift to friends or family. You will be breaking this contract if you rehome the adopted animal without notifying the rescue.
- Notify Helping Dogs and Cats UK immediately if you can no longer care for or keep the adopted animal. You agree to give Helping Dogs and Cats UK reasonable time to rehome or place the adopted animal in an approved foster home, where available. You acknowledge that this may be a minimum of one month and will depend on the reason the adopted animal requires rehoming. You agree to pay kennel fees where Helping Dogs and Cats UK is unable to accommodate the adopted animal. You agree to allow Helping Dogs and Cats UK to rehome the adopted animal from your home where possible. Helping Dogs and Cats UK will home check the new potential adopter. You agree you will keep that adopted animal till we have assessed the animal if necessary and found a new home. Helping Dogs and Cats UK will change the chip over and advertise the animal but will charge the new adopter a new adoption fee to cover the costs within Helping Dogs and Cats UK.
- If a dog or cat is unneutered at the time of adoption, the Adopter agrees to having the Animal neutered as soon as possible unless there are overriding veterinary reasons for it not being possible.
- You must ensure that the standards set out in the Code of Conduct are met but as a minimum, the adopted animal must be neutered and up to date with vaccinations. After this time, in order to return the adopted animal, you must obtain a full veterinary report and, where appropriate, provide evidence that the adopted animal has undergone behaviour training. Acknowledge that you are taking the adopted animal at your own risk and release Helping Dogs and Cats UK from all liability arising out of possession and ownership of the adopted animal from the date of transfer to you.
- Accept total financial responsibility for the adopted animal from the date of the agreement.

- Acknowledge and agree that the adopted animal's known background has been discussed with me and Helping Dogs and Cats UK makes no representation concerning the training, behaviour or temperament, breed or size of the adopted animal.
- Notify Helping Dogs and Cats UK immediately if the adopted animal becomes lost or dies.
- Agree to pay the compulsory donation fee as set out in the agreement and acknowledge that it is non-refundable. This includes the deposit.
- Permit Helping Dogs and Cats UK to make reasonable contact with Me/Us from time to time in order to ensure that these Terms and the Code of Conduct are being observed. This may include visits to your home and contact with your vet.
- Acknowledge that breach of any of these terms may result in the adopted animal being returned to Helping Dogs and Cats UK at your cost.
- When adopting a dog or cat the adopter agrees for their personal data to be passed to the microchip database by Helping Dogs and Cats UK for the purposes of registering the microchip. The Adopter agrees to maintain the microchip records of the animal, by informing the microchip database of any changes of address or ownership of the animal postadoption.

Our obligation to you

- Helping Dogs and Cats UK will provide you with backup (RBU).
- Our back up means we will stay on the chip as a dual registration. This allows us to collect the adopted animal if they are lost/found and no one can obtain contact of you the adopter. This also means we can take over the chip if you surrender the adopted animal.
- Our RBU (rescue backup) will enable you to return the adopted animal, for a period of six months from the date of the agreement. However, we require a 1 month settling period.
- Helping Dogs and Cats UK offer you support and aftercare via a Facebook chat, this is a good place to get the extra support you need from your mentor, other adopters, or our trained behaviourists.
- Helping Dogs and Cats UK will always be your first point of contact for any issues. This will always give us the chance to assist with basic support from our team. This also gives us the chance to rehome the adopted animal to a new home checked by ourselves or third parties we use.
- Helping Dogs and Cats UK will offer the above support while it is still in operation.

Waiver of Liability

- Helping Dogs and Cats UK and its agents will not be held responsible for any damages or expenses (vet or other) incurred during your ownership of the adopted animal.
- You acknowledge that, due to the unpredictable nature of animals, certain risks and dangers may occur while caring for an animal, including risks of injury to person and property, and that you have voluntarily agreed to make the adoption contemplated herein with full knowledge of such risks and hereby voluntarily assume all such risks.
- You acknowledge that Helping Dogs and Cats UK have advised You to the best of their knowledge about the health and physical condition of the adopted animal, therefore after

the date of the agreement, Helping Dogs and Cats UK are not liable for any injury, medical and physical conditions that the adopted animal may incur.

- You agree that you will not make any claims against, sue or attach to, any property of Helping Dogs and Cats UK or its trustees, managers, officers, agents, employees and/or volunteers for any injury or damage caused by any adopted animal and indemnify Helping Dogs and Cats UK from and against any liability, claims, judgments or expenses you may incur as a result of the adoption pursuant to the agreement and these terms. You release, discharge, waive and relinquish all actions or causes of action for personal injury, property damage or wrongful death occurring to you or third parties as a result of any action or activity of any adopted animal. These terms do not however limit Helping Dogs and Cats UK responsibility for things that the law says we cannot exclude. These include death, personal injury caused by our negligence, fraud, breach of the terms implied by section 2 of the legislation known as the Sale of Goods and Services Act 1982 (which entitles you to title and quiet possession of your goods) or any other matter that the law says we can't exclude. But otherwise, any warranties or terms which are implied into these terms by any piece of law are excluded.

General

- We can assign, transfer, charge or sub-contract our rights and obligations under these terms, but You may not do any of these things unless we have previously agreed in writing that you can.
- Nobody other than Us and You may rely on any terms of these terms.
- Changes to the terms are only binding if we agree them in writing, sign them and give you a copy.
- If either of Us wishes to give a notice to the other under these terms, we must give it in writing and either deliver it or send it by first class post to the other's registered office (or another address specifically given to the sender for this purpose). Delivery by post will be regarded as completed by 9:00 am on the second day after posting. This arrangement does not apply to the service of any documents in legal proceedings.
- Delay in exercising a right under the contract will not take away that right or any other right.
- The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to these terms and the agreement or any breach of it.
- If any such dispute cannot be settled amicably through ordinary negotiations between the Parties, or either or both is or are unwilling to engage in this process, either party may propose to the other in writing that structured negotiations be entered into with the assistance of a fully accredited mediator before resorting to litigation.
- Any dispute shall not affect the Parties' ongoing obligations under the terms and agreement.
- Helping Dogs and Cats UK will always comply with the provisions of the General Data Protection Regulation (EU 2016/679) and the Data Protection Act 2018 (as amended or replaced) in relation to any of your personal data it is required to obtain for the purpose of providing the services under the agreement and these terms.
- The agreement and these terms are governed by English law and the courts of England and Wales will have the exclusive right to deal with any disputes arising from it.

- Nothing in these terms will affect your legal rights including those under the Consumer Rights Act 2015 (and other consumer protection laws). Please contact your local Consumer Advice or Trading Standards Department for more information about this.
- I certify the information I have given is true and realise that any misrepresentation will result in my losing the privilege of adopting the animal.
- I understand that if any of the terms and conditions are broken, then Helping Dogs and Cats UK or their authorised representatives have the absolute right to remove the animal from my care and there will be no refund of adoption fees for any animal so returned.

Kirsty Wrightson and the team thank you for adopting with us at Helping Dogs & Cats UK.

Annex 1

Helping Dogs and Cats UK Code of Conduct

As adopter/s I/we agree to observe the following standards:

- Treat the adopted animal as a member of our family and with love, care and affection.
- Feed the adopted animal at least twice a day and always provide fresh drinking water.
- Ensure that the adopted animal lives inside my/our home and is not isolated from the family.
- Provide the adopted animal with regular exercise either on a lead or within a fenced area.
- Never keep the adopted animal chained or tied up or keep it continuously in a garage, pen, balcony, garden, patio or similar.
- Never allow physical, emotional or mental abuse of the adopted animal.
- Take the adopted animal to a licenced vet when vaccinations are due and for an annual health check and seek prompt treatment for illness or injury.
- Ensure that the adopted animal is neutered before it is one year old and provide proof of the same to Helping Dogs and Cats UK.
- Give regular flea and worm treatment.
- Ensure the adopted animal's microchip is kept up to date with any house moves or similar.
- Ensure that the adopted animal always wears an ID tag.
- Never use a choke type collar, unless for training under the guidance of an experienced dog trainer.

- Agree to take the adopted animal to obedience classes as a puppy and as an adult, where necessary. This is for socialising.
- Treat this adopted animal as a family member and not give up on them if a baby comes along or a relationship breakdown.