

**DATE 06 APRIL 2022**

**ADOPTION AGREEMENT**

Between

**FREEDOM ANGELS ROMANIA**

and

**ADOPTOR**

**Shelter Manager Reference No:**

**Microchip number -**

This deed is dated:- 06 April 2022

## Parties

(1) **Freedom Angels Romania** a charitable incorporated organisation registered with the charity commission in England and Wales with **registration number 1182875** whose office address is Station Yard, The Leys, Chipping Norton, OX7 5HZ

(2) ***Adopters name and address :- The Adopter***

## BACKGROUND

(A) The Adopter wishes to adopt a dog from **Freedom Angels Romania** on the terms and conditions of this agreement.

## Agreed terms

### 1. Interpretation

1.1 Terms in this agreement such as **you** and **your**, refer to and address the Adopter.

1.2 Terms in this agreement such as **we** and **us**, refer to and address FAR.

1.3 The following definitions and rules of interpretation apply in this agreement.

**Adoption Donation:** Means the sum of £495 for a dog

**Animal Welfare Legislation:** means any animal welfare legislation from time to time in force in the UK including the Animal Welfare Act 2006 or any successor legislation.

**Codes of Practice:** means any codes of practice from time to time in force in the UK, including the Code of Practice for the Welfare of Dogs or any successor code.

**Collection:** means collection of the Dog by you once we have notified you that the Dog is ready to be collected.

**Dog:** means the dog or puppy adopted by you under this agreement.

## Grant of possession

- a) Subject to the terms of this agreement, we hereby grant possession of the Dog to you upon Collection.
- b) Title and ownership to the Dog will be held by us.
- c) In the event of any breach of this agreement by you, we may immediately terminate your right to possession of the Dog and in any such circumstances you shall allow us access to your home in order for us to collect the Dog.

#### **Costs / Donation**

- a) You shall pay the Adoption Donation
- b) The Adoption Donation is payable in full immediately after this agreement has been signed by you
- c) The adoption Donation is non-refundable unless we cancel your application.
- d) The Adoption Donation will not be refunded once the dog has been scheduled to travel.

#### **Your responsibilities**

- a) You shall:
  1. inform us of any problems or issues (whether health related, behavioural or any other type of issue);
  2. register the Dog with a reputable veterinary practice as soon as practicable but no later than one week after Collection;
  3. if the Dog is too young to be sterilised prior to Collection, to arrange such sterilisation once the Dog is old enough and within six months of Collection;
  4. ensure that the Dog is identifiable at all times;
  5. ensure that we have accurate contact information for you;
  6. notify us as soon as practicable if the Dog is lost or stolen;
  7. allow us to carry out a check on the Dog at your home at reasonable times and upon reasonable notice (being not less than 48 hours' notice) provided that such routine checks do not take place more than once in any given year;
  8. allow us to immediately carry out a check on the Dog at your home if we are notified of or reasonably suspect a potential breach of this agreement by you;
  9. not sell, re-home or transfer possession of the Dog to anyone else (unless we have agreed to this in writing);

10. pay all costs required for the maintenance of the Dog (including veterinary costs);
11. take all reasonable steps to ensure the safety and well-being of the Dog; and
12. Comply with all relevant Animal Welfare Legislation and Codes of Practice.

### **Indemnity**

a) You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with:

1. any breach of this agreement by you; or
2. The actions of the Dog whilst in your possession.

### **Miscellaneous**

a) You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

b) Each of the clauses of this agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

c) If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

d) This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

e) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed, is delivered, and takes effect on the date stated at the beginning of it.

**Executed and delivered as a deed**

By Name (Adoptor) .....

Signature (Adoptor) .....

**In the presence of:-**

Name of Witness (for Adoptor) .....

Signature of Witness (for Adoptor) .....

Address of Witness

**Executed and delivered as a deed By Freedom Angels Animal Rescue**

Name Trustee .....

Signature Trustee .....

**In the presence of**

Name of Witness (for Trustee) .....

Signature of Witness .....

Address of Witness