

ADOPTION TERMS AND CONDITIONS

Definitions

"THE ADOPTER" means the applicant or applicants referred to herein;

"DOG" shall mean the dog or dogs adopted by the Adopter;

"OWNER" shall mean the Owner who has agreed to surrender the dog for adoption to the Adopter.

- 1.1 The Adopter agrees to pay an adoption fee prior to collecting the dog which will range between \$420 - \$495.
- 1.2 After payment if the Owner reneges on the arrangement the Adopter will receive a full refund of the adoption fee
- 1.3 The Adopter acknowledge and agree that the Adopter shall be liable to DOG ADOPTION for the payment of any legal fees, Court costs and collection fees incurred by DOG ADOPTION in seeking the compliance by the Adopter in the payment of the adoption fee and any other monies outlaid by DOG ADOPTION relative to the non compliance by the Adopter with any of the Terms and Conditions herein. The Adopter acknowledges and agrees to meet the payment in full of any such amounts incurred by DOG ADOPTION.
- 2.1 The Adopter shall be entitled within a cooling off period of two (2) weeks from the date that the Adopter has collected the dog from the Owner's premises to return the dog to the Owner or DOG ADOPTION and receive a refund of 80% of the adoption fee paid to DOG ADOPTION.
- 2.2 In this regard the Adopter must give DOG ADOPTION two (2) week's notice to rehouse the dog or if the Adopter requires to return the dog immediately agree to pay in advance the cost of two (2) week's boarding kennel fees at a kennel approved by DOG ADOPTION or a pro rata amount for the time spent by the dog at the kennel to a maximum of two (2) weeks boarding fees.
3. Following or during the cooling off period in the event the Adopter is unable to retain the dog it must allow DOG ADOPTION to rehouse the dog and not transfer the dog to an alternate household or surrender the dog to a shelter/pound. In this regard the Adopter must give DOG ADOPTION two (2) week's notice to rehouse the dog or if the Adopter requires to return the dog immediately agree to pay in advance the cost of two (2) week's boarding kennel fees at a kennel approved by DOG ADOPTION or a pro rata amount for the time spent by the dog at the kennel to a maximum of two (2) weeks boarding fees.

4. If the Adopter is to return the dog to DOG ADOPTION by reason of the events referred to in paragraph 3 above proof must be provided that the dog has had all current vaccinations and received regular heartworm preventative medication failing which the Adopter agrees to pay the cost of ensuring that all vaccinations are carried out and any tests applied to ensure that heartworm prevention has been taken.
5. The Adopter will ensure that the dog is currently registered under State and Federal laws.
6. The Adopter shall ensure ongoing veterinary care for the dog including all annual tests standardly required with regard to vaccinations and heartworm prevention.
7. In the event that it becomes necessary to euthanase the dog the Adopter shall ensure that it is carried out by a licensed veterinary practitioner.
8. The Adopter acknowledges and agrees that the dog is to be acquired for its own household and not as a gift for any other family member or friend.
9. The Adopter will provide their contact details on a collar which is to be put on the dog immediately the dog is placed into their care.
10. The Adopter shall ensure that the collar is worn by the dog at all times and attached thereto is the required licence and information relating to the dog's identification.
11. The Adopter agrees that the dog is intended to be housed as an inside pet and not an outside kennelled animal and that the dog shall be placed in a safe environment.
12. In the event of the dog being lost for a period in excess of forty eight (48) hours or stolen the Adopter agrees to immediately inform DOG ADOPTION.
13. The Adopter agrees that DOG ADOPTION shall be entitled upon proper notice given to carry out an inspection at the premises of the Adopter to ensure that the dog is being properly cared for and in the event that this appears not to be the case the Adopter acknowledges and agrees that it shall relinquish custody of the dog to DOG ADOPTION immediately without DOG ADOPTION being required to obtain any order from any appropriate Court to receive the return of the dog and in the event that DOG ADOPTION is compelled to so obtain such order the Adopter agrees to meet payment of all legal fees incurred by DOG ADOPTION in this regard.
13. The dog may have been previously unwanted or lost and rescued by DOG ADOPTION from a cruel, dangerous or unhealthy situation, such events could have a long and lasting effect on the dog and accordingly DOG ADOPTION can make no representations or warranties about the temperament, personality or condition of the dog nor its medical or genetic condition which are not immediately evident.

14. The Adopter further acknowledges and agrees that Animals may carry diseases and parasites which may be transmissible to humans more particularly people with suppressed immune systems and do have unpredictable natures which could cause damage or injury to persons or property.
15. The Adopter hereby agrees to forever release, discharge and hold harmless DOG ADOPTION and/or its proprietor or proprietors jointly and severally from any and all claims, damages (including consequential damages), costs, expenses, claims and demands arising out of any such occurrence now or in the future.
16. The Adopter accordingly hereby releases DOG ADOPTION and/or its proprietor or proprietors jointly and severally from such claims the Adopter acknowledging that such release may be pleaded by DOG ADOPTION and/or its proprietor or proprietors jointly and severally in bar to any claim as may be made by the Adopter or any family member of the Adopter or invitee into the Adopter's premises where the dog is housed or any members of the public when the Adopter has control of the dog outside its premises or the dog has been allowed access to the public whilst not under the control of the Adopter.
17. The Adopter acknowledges and agrees that no representations or warranties of any nature are being made with regard to the dog, inclusive of its nature.
18. Any variations to these Terms and Conditions must be in writing and signed by both parties.
19. This Agreement will be construed in accordance with the laws presently in force in the State of Western Australia.
20. If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, the other provision shall remain valid and enforceable.