

# TERMS AND CONDITIONS OF ADOPTION

A copy of these terms and conditions is available on the RSPCA website

## Animal adoption scheme conditions

1. The RSPCA accepts no responsibility as to description, condition, temperament, behaviour or health of the Animal and provides no warranty, condition, representation or other term of any kind expressed or implied other than such warranties, conditions, representations and terms to the extent to which they cannot be legally excluded (whether in accordance with the Sale of Goods Act 1979 or any legislation amending or replacing the same, or otherwise).
2. Any information concerning the habits and past history of the Animal is passed on by the RSPCA to the Adopter in good faith. This is based on statements made by the previous owner, however, and there is no guarantee of reliability. The RSPCA is unable, therefore, to accept liability for any consequences whatever resulting from events attributable to the failure to give information or the transmission of wrong information provided that nothing in these conditions excludes RSPCA's liability for fraud.
3. The Adopter confirms that no person residing in their household, is disqualified from keeping animals or has had a deprivation order made under the Animal Welfare Act 2006 and/or has an unspent conviction for offences relating to animals.
4. The Animal is believed to be in normal health on leaving the animal establishment except where specific conditions have been made known to the Adopter in writing. Subject to Condition 1, it is regretted that the RSPCA is unable to accept liability for any expenses or costs of any kind arising from sickness or injury of any nature developed by the Animal (whether or not any known existing conditions or symptoms of the Animal are made known to the Adopter prior to this Agreement) and the responsibility for and cost of future treatment shall be borne by the Adopter.
5. Attention is drawn to the possible liability of the Adopter for damage and injury which they may cause to third parties or their property. In particular liability may arise under the Animals Act 1971. The possibility of an action for nuisance against the Adopter as a result of the Animal's behaviour should also be recognised.
6. The RSPCA strongly advises the Adopter to arrange appropriate insurance cover against risks referred to in this Agreement and also the costs of veterinary treatment. For a competitive quote visit [www.RSPCA-petinsurance.co.uk](http://www.RSPCA-petinsurance.co.uk)
7. The Adopter agrees to comply with all relevant regulations, legislation and laws concerning the welfare, control, responsible ownership and protection of animals including without limitation the Animal Welfare Act 2006 and Codes of Practice issued under the 2006 Act.
8. If the Animal is unneutered at the time of adoption, the Adopter agrees to having the Animal neutered unless there are overriding veterinary reasons for it not being possible. This will usually be at the expense of the RSPCA, subject to the use of an RSPCA neutering voucher at an agreed veterinary practice.
9. The Adopter agrees to meet the welfare needs of the animal. This means providing for the animal's health, happiness and welfare needs by taking measures to ensure that the animal's health is maintained, it is properly housed, fed, watered, socialised and exercised and receives appropriate veterinary care, including vaccination, regular worming and flea treatment, as appropriate to the species.
10. 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.
11. The Adopter agrees not to irresponsibly sell or part with the animal. Further information can be found at <http://www.rspca.org.uk/allaboutanimals/helpandadvice/unwantedpets>
12. Subject to conditions 1 and 13, the RSPCA's maximum liability under or in connection with this Agreement shall not exceed the Fee paid by the Adopter for the animal.
13. Nothing in this Agreement shall exclude or in any way limit the RSPCA's liability for fraud, or for the death or personal injury caused by its negligence or any other liability or consumer rights which it cannot legally exclude or limit.
14. If any provision of this Agreement is found to be unenforceable, it shall so far as it is unenforceable, be deemed deleted and the remaining provisions of this Agreement shall continue to apply.
15. The English Courts will have exclusive jurisdiction over any claim arising from or related to this Agreement. English law will apply to this Agreement.