

# POINTERS IN NEED Founded 2016

Registered Charity No: 1196922 Patron: Freya North, Author

[www.pointersinneed.org.uk](http://www.pointersinneed.org.uk) email: [info@pointersinneed.org.uk](mailto:info@pointersinneed.org.uk)



## ADOPTION AGREEMENT

Between **Pointers In Need** (the **Charity**), and

.....(The Adopter(s))

Date:.....

This Adoption Agreement (the “Agreement”) is to be signed and dated by both **Pointers In Need** and by the **Adopter(s)**. Before signing, please ensure that you, the Adopter have read and fully understood the following Terms, Conditions, and obligations of this Agreement accordingly.

### Terms and Conditions:

**Before you commit and sign this Agreement**, it is particularly important for you to give time to these Pointers. Your ability to put aside busy schedules / chaotic living and commit to taking on a rescue is a prerequisite to this agreement. If you cannot commit to this, then it probably is not the right time to adopt. It could well take a week, a month, or even a year for these Pointers to adapt to family life. **Please be honest with yourself** and ask how much time you can really give to the Pointer who may be needy.

This Agreement only comes into effect from the day the dog arrives at the Adopter’s address

1. The **Charity** shall remain at all times the legal owner of the dog until its death. The Adopter shall be the custodian and registered keeper of the dog and shall not transfer or assign any of his/her rights in the dog under this Agreement to any other person, organisation, or body, or attempt or purport to do so, without the express written permission of the **Charity**. Furthermore, the Adopter SHALL NOT hold himself or herself out as the dog’s legal owner to any person, organisation, or body, or (save in the case of Condition 18 of this Agreement) do ANY act inconsistent with the **Charity** being the legal owner. In particular, the dog will not be sold, given away or otherwise released into the care of any other person, rescue or the like, except for short term purposes during holidays, illness, or for the dog to receive any veterinary care and attention
2. The Adopter hereby confirms that the dog will reside at the declared address below, and the Adopter, to the best of their knowledge and belief, confirms that no person residing in the household, or who will care for the dog, or who will have significant access to the dog, is disqualified from keeping animals, or has had a Deprivation Order made under the Animal Welfare Act 2006 or has any unspent convictions for ANY offences relating to animals, and that no proceedings relating to any of the above

- are currently outstanding.
3. The Adopter agrees to comply with all relevant legislation and laws concerning the welfare, control, responsible ownership, and protection of the dog, including (without limitation) the Animal Welfare Act 2006 (incl. the Codes of Practice issued with the 2006 Act) and to ensure that ANYONE with temporary custody or care of the dog also complies with the same. The welfare needs of the dog means providing for the dog's health and happiness, ensuring that the dog is properly housed, fed, watered, socialised, exercised, groomed, and receives appropriate veterinary care, has regular worming and flea treatment, and any other periodic care appropriate to the breed.
  4. The Adopter should register the dog at their local/chosen veterinary practice as quickly as possible.
    - a. Annual vaccination of the dog is at the sole discretion of the Adopter.
  5. The **Charity** will register the dogs microchip with Animal Tracker in the Adopters name, this is a legal requirement. For imported dogs the microchip STILL NEEDS TO BE REGISTERED IN THE UK. Animal Tracker will email the Adopter with a Transfer Code which enables the Adopter to transfer the microchip, the Adopter has 14 days to complete the transfer. There is also an option to activate 4 weeks free insurance with AGRIA the Adopter can select this option if required. Animal Tracker contact details are 01279 21977 or email info@animaltracker.co.uk
  6. The **Charity** may terminate this Agreement and repossess the dog at any time if the **Charity** believes (*in their sole and absolute discretion*) that the dog has been mistreated or neglected in any way, or if the Adopter has breached this Agreement. The Adopter understands and hereby agrees that in these circumstances they will have no right or claim to a return of the adoption donation or any part thereof whatsoever.
  7. The use of any form of electronic shock collar, or prong collar or the like, is strictly prohibited. Should the Adopter be found to be using any of these devices on the dog, then the **Charity** will enforce Clause
  8. The Adopter is unable or unwilling at any time to continue the adoption, he/she will notify the **Charity** immediately and return the dog to us by prior mutual arrangement.
    - a. In this situation where a dog is surrendered back into the care of the **Charity**, the Adopter hereby understands and agrees there will be **NO** automatic right to a reimbursement of the adoption donation or any part thereof unless expressly agreed by the **Charity** in their absolute discretion, having regard to all the circumstances of the individual case.
  9. The Adopter will be responsible for the custody, care, and control of the dog from the date of this adoption as well as ALL actions, consequences, costs, and liabilities relating to such custody, care and control. This includes, without limitation, arranging and paying for any veterinary treatment which the dog may require, unless there is a known medical condition which the **Charity** have agreed **in writing** to pay veterinary fees for. Attention is specifically drawn to the possible liability of the Adopter for damage and/or injury which may be caused to third parties and/or their property. In particular, liability may arise under the Animals Act 1971. The possibility of an action for nuisance against the Adopter because of the dog's behaviour should also be recognised.
  10. The Adopter agrees that they **WILL NOT** let the dog off lead until they have established a solid command structure that the dog understands. **THIS CONDITION APPLIES IRRESPECTIVE OF WHETHER OR NOT YOU USE ANY FORM OF TRACKER COLLAR.**
    - a. The **Charity** must be advised as soon as possible of any missing dog. (For contact nos see Clause 19)
    - b. In the unfortunate event that a dog does escape and/or bolts and a recall failing, and the dog becoming lost for any period, the **Charity** reserves the right to seek a monetary contribution from the Adopter for any costs it may incur for the recovery/recapture of the dog.
  11. The Adopter has been made aware of the safety advice concerning rehoming a dog, and, with reference to children living in, and visiting the house. The Adopter has read, understood, and will abide by the instructions outlined to them by the Home Checker AND in accordance with the information contained in the "Children and Dogs" section of this document below.
  12. Unless otherwise agreed with the **Charity**, the Adopter also agrees that should the dog be 'entire', that they will take the responsibility to have him or her neutered or spayed at their own cost, and at the earliest opportunity depending on the dog's age and medical condition and with the agreement of a registered veterinary surgeon. Furthermore, the Adopter agrees to provide to the **Charity** (on demand) verification of the procedure from the Veterinary Practice.
  13. The Adopter must immediately notify the **Charity** if his/her contact address or telephone numbers provided change
  14. The Adopter shall not under any circumstances use the dog or allow the dog to be used by another in

- any form of breeding programme; for research of any kind; for dog fighting or in any way which could be construed as for the purpose of financial gain – whether directly or indirectly. Except:
- a. Film, TV and/or Advertising shoots
  - b. Any charity/promotion event where the dog may be used for raising funds and awareness.
- The Adopter must seek approval from the **Charity** first on these two exceptions; all other terms and conditions of this Agreement will still apply during these events.
15. The Adopter will allow a representative of the **Charity** to make regular visits to the Adopter's home at mutually agreed dates and times to check the dog's welfare and wellbeing.
  16. The **Charity** has disclosed to the Adopter all relevant information that it has about the dog. This will include any pertinent information provided by the previous owner/fosterer (where applicable), and any further observations made by the team at the **Charity**. For the avoidance of doubt, any information concerning the habits, temperament, the history of the dog, or whether the dog may be ok with cats or other animals residing with the Adopter, is passed on by the **Charity** to the Adopter in utmost good faith. This information will have been provided at the outset to assist with the adoption process and successful adoption of the dog. We draw your attention to the fact that this information may well NOT be exhaustive, and therefore the **Charity** cannot guarantee that this information is 100% accurate, correct, or complete, this is despite every effort being made by the **Charity** to ascertain the full facts about the dog. The **Charity** cannot always guarantee the dog's exact age/dob either.
  17. Subject to Clause 20, the Adopter indemnifies and shall hold the **Charity** harmless from all claims and against all liabilities, costs, expenses, damages, and losses (including any direct, indirect, or consequential losses, loss of revenue, loss of reputation and all interest, penalties, regulatory fines, legal costs and other reasonable professional costs and expenses) suffered or incurred by the **Charity** arising out of or in connection with:
    - a. any breach of this Agreement by the Adopter; and/or
    - b. the Adopter's negligent acts or omissions or breach of statutory duty.
  18. The **Charity** confirms that if a qualified veterinary surgeon advises that the dog requires treatment, or that in the case of severe illness or injury, that the dog must be put to sleep to prevent further suffering, the Adopter may give any necessary permissions to their veterinary surgeon on behalf of the **Charity**. The Adopter must inform the **Charity** should this be the case.
  19. In the event of:
    - a. an emergency; and/or
    - b. the dog or Adopter(s) being involved in ANY criminal or civil proceedings; and/or
    - c. the Police, RSPCA, local council, or any other public authority or official conducts or commences ANY form of investigation or enquiry concerning the Adopter(s) in relation to the dog or any other animal, it is a **condition** of this Agreement that the **Charity** are contacted IMMEDIATELY using the following emergency telephone numbers:  
Karin Ringrose (in the first instance) 01825 371 486 or 07810 547 307  
Claire Stokes 07754 945 710
  20. Nothing in these Terms and Conditions shall exclude or limit the **Charity's** liability for:
    - a. fraud, or fraudulent misrepresentation
    - b. death or personal injury caused by its negligence
    - c. Any other liability to the extent that the same may not be excluded or limited by law.
  21. Without prejudice to Clause 20, the **Charity's** maximum aggregate liability to the Adopter under or in connection with this Agreement whether arising in contract, tort (including, without limitation, negligence) restitution or otherwise, shall **in no event** exceed the lesser of:
    - a. The amount of the donation made by the Adopter in consideration of this Agreement; or b
    - b. Seven Hundred and Fifty Pounds (£750.00)
  22. Save as expressly provided in Clause 20, all conditions, warranties, representations, and terms, express or implied (whether by statute, common law or otherwise) in relation to the dog or this Agreement are hereby expressly excluded to the fullest extent permitted at law.
  23. This Agreement is valid from the date of adoption until the dog's death.
  24. This Agreement shall be governed by and interpreted according to English law, and the parties hereby agree to submit to the exclusive jurisdiction of the courts of England and Wales.
  25. Any Pedigree Form and/or Registration Certificate shall remain the property of the **Charity**.

26. Sensitive Personal Data: Proof of ID i.e. passport or driving licence is required on reserving a Pointer. This will be on file and passed to the relative authorities, DEFRA for TRACES/CHAD re Transport and Municipality Vets re Microchipping. All Data is held under the Data Protection and Privacy Policy.

### **Children and Dogs : Please read – important information**

Rescue dogs by the nature of their circumstances are almost certainly carrying some sort of emotional trauma, in varying degrees. Put in the mix any potentially aggravating circumstances such as a noisy/boisterous child, over hot atmosphere, a dog's natural instinct to protect its food and toys, or other issues, such as having a toothache or other pain, and you have the potential for a dog to react in the only way it knows, fight or flight.

Dogs cannot intellectualise or explain, they can only react physically. Nevertheless, they will try to tell you....

There are always warning signs to show the dog is stressed and unhappy. Some are obvious, others more subtle. Common examples of the warning signs are growling or snarling; baring teeth, raised hackles, bulging eyes, repeated licking lips. Often the dog will try to remove itself from the proximity of the cause of its stress.

Please make sure that you:

Teach a child that the dog is a relative of a wild animal with big teeth and strong jaws.

Teach a child not to fear the dog but to respect it.

Teach a child to not antagonise, frighten or annoy the dog.

Stay away from the dog when it has food.

Separate the dog from children when they are eating. This includes snacks.

And remember to teach the child to let sleeping dogs lie.

Adhering to these simple rules should avoid any nasty accidents.

## Declaration and Signing

I/We the **Adopter(s)** hereby accept the Adoption of the dog named below, and confirm having read, understood, and agree in full to the Terms & Conditions stated above.

**Adopter's full name and address.** Please ensure you include your full telephone number(s), including mobile, and email address in case we need to reach you urgently – please ensure all answers are legible:

<b>Full Name</b>	
<b>Full Address</b>	
<b>Postcode</b>	
<b>Landline Telephone</b>	
<b>Mobile Telephone</b>	
<b>Email address</b>	

<b>Name of dog being Adopted:</b>	
<b>Name to be used if different:</b>	
<b>Microchip no.</b>	

<b>Signed</b> (On behalf of <b>Pointers In Need</b> ):	
<b>Signed</b> (Adopter(s)):	

Please tick box if you would like a copy of this signed agreement returned to you.

**IMPORTANT:** In consideration of this Agreement, you the Adopter agree to the payment of a minimum donation at the current rate which you will have been advised of, and this will need to be paid in full to **Pointers In Need** by the Adoption Date. Payments can be made:

1. via *PayPal* using [info@pointersinneed.org.uk](mailto:info@pointersinneed.org.uk) - please use the “*friends and family*” option **or**
2. via BACS payment: Lloyds Bank: name: Pointers In Need sort code: 30-98-90 account no: 15706968

## Privacy & Data Protection Notice:

### 1. Data Protection

**Pointers In Need (The Charity)** are committed to protecting and respecting Your privacy in accordance with the current Data Protection Legislation. Below is a summary of the main ways in which we process Your personal data.

### 2. How We Use & Disclose Your Personal Data and Who We Share it With

The Charity may use any personal data we hold about You for the purposes of adopting or fostering dogs. During the adoption/fostering process, we may need to share information to third-parties to facilitate the completion of the adoption/foster from the dog’s current location to your home. This may necessitate the use of your personal data, particularly in relation to the transport, border control, animal passporting, veterinary services, and DEFRA regulatory requirements, and also to arrange any appropriate free insurance cover for the dog, and any other UK regulatory authority we may be obliged to comply with.

### 3. Sensitive Personal Data

Some of the personal information, such as the proof of your identity we may have asked for during the adoption/fostering process, may be required by The Charity for the specific purposes of fulfilling the adoption/fostering process. The provision of such data is conditional for The Charity to be able to complete the adoption/foster.

### 4. Your Rights

You have the right to see a copy of the personal information The Charity holds about You, to have Your data deleted, to have any inaccurate or misleading data corrected, or deleted. You may ask The Charity to provide a copy of Your data to and to lodge a complaint with the local data protection authority if necessary.

### 5. Retention

Your data will not be retained for longer than is absolutely necessary. In most cases the retention period will be for the period the animal remains alive and in your care.

If You have a concern about the way The Charity have handled Your personal data, then You have the right to report this to the Information Commissioner’s Office.

POINTERS IN NEED