



THE PUG DOG WELFARE & RESCUE ASSOCIATION

Adoption Terms & Conditions

1. THESE TERMS

- 1.1. **What these terms cover.** These are the terms and conditions which cover the 'sale of goods and services' we provide to enable you to adopt the Pug as detailed in the Adoption Form above. The Pug shall be entrusted to your care on the condition that all of the following terms are fully agreed and adhered to by you.
- 1.2. **Why you should read them.** Please read these terms carefully before you apply to adopt a Pug. These terms tell you who we are, how we will provide the Pug to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3. **Guidance Links.** In these terms and conditions, we have provided some links as guidance for you on how to care for your Pug. The guidance is intended to be helpful, but it is general advice and not tailored to your specific Pug. It is your sole responsibility to ensure you have sufficient information to properly care for your Pug. The links may be updated from time to time or information may be moved. If a link is broken, you can ask your Volunteer Area Coordinator for more information.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1. **Who we are.** We are The Pug Dog Welfare & Rescue Association a charitable unincorporated association acting through its trustees with registered charity number 276067 established in England and Wales. Our address is Lytchett House, 13 Freeland Park, Wareham Road, Poole, Dorset, BH16 6FA.
- 2.2. **How to contact us.** You can contact us by emailing or telephoning our Rehoming Team at the details provided at the top of this document, or by writing to the PDWRA, Lytchett House, 13 Freeland Park, Wareham Road, Poole, Dorset, BH16 6FA.
- 2.3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in the Adoption Form.
- 2.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1. **How we will acknowledge the Adoption arrangement.** The PDWRA takes every adoption seriously and will endeavour to make sure the pug is placed in the best possible home to meet their unique care needs, as well as offer lifetime backup for your adopted Pug. You acknowledge that adopting a pug is a lifetime commitment and responsibility, as it is for us too. Once you have provided all the information we reasonably require to consider placing a pug into your care, and following a successful home check, we will communicate our acceptance of this arrangement by signing this agreement on page 12. Please consider this agreement carefully and return to us signed by yourself once you have done so. Arrangements for the Pug to be transferred into your care will be made once the adoption fee has been received as detailed in clause 6 below.
- 3.2. **Conditional contract.** Upon receipt of your payment a conditional contract will come into existence between you and us. The contract is conditional upon our being satisfied that the

Pug is a suitable match to you following a pre and/or post rehoming visit (as required); we will confirm this to you in writing.

- 3.3. **If we cannot proceed with your agreement.** If for any reason we are unable to proceed with this agreement, we will inform you of this in writing as soon as possible. This might be for reasons beyond our control such as a change in the Pug's health or behaviour which requires further assessment or treatment.

4. OUR OBLIGATIONS

- 4.1. All of our pugs are neutered (if sexually mature enough and subject to the limited exceptions below), wormed, flea treated, vaccinated and health checked by a vet. The Pug is believed to be in normal health except where pre-existing conditions have been made known to you as stated on the Adoption Form above. At times we may receive pugs who are not neutered and this may need to be delayed if they have other more pressing health issues. If the Pug is not neutered at the time of adoption, the PDWRA will cover the cost of neutering to ensure the procedure is done once the vet determines it is appropriate to do so. Occasionally we have older age pugs who are not neutered and the vet may advise this is not in the best interest of the dog due to risks of general anaesthesia or otherwise. We shall discuss with you if this is the case.
- 4.2. We endeavour to obtain as much information about the Pug as possible from his/her previous owner. Whilst such information is obtained by us in good faith, we cannot guarantee that it is correct. Some pugs come to us because they were abandoned and, as a consequence, any information may only be based on our assessments or observations of the Pug whilst in our care.
- 4.3. The transfer of ownership of a pug is therefore made with no guarantee or warranty as regards health or temperament of the Pug. However, any known conditions will be disclosed by us to you prior to handover and stated on the Adoption Form above.

5. YOUR RESPONSIBILITIES AND OBLIGATIONS

5.1. Home Visit

- 5.1.1. You acknowledge and accept that the adoption of the Pug is conditional on you passing a pre and/or post-rehoming visit (as required) and fully complying with all of the below obligations in respect of the care of your Pug and that if we have serious concerns regarding the welfare of the Pug this could result in your Pug being removed to our care and ownership of the Pug shall transfer back to us. Your adoption fee will not be refunded except as set out in clause 6.2 below.

5.2. Awareness and Experience

- 5.2.1. Before adopting the Pug, we expect you to be familiar with the welfare needs of the breed and dogs in general. Should you have any concerns or need further assistance with getting to know and caring for the Pug, we can and should be contacted at the details under clause 2.2 above.

5.3. General Care Obligations

- 5.3.1. Adopting a pug entails a lifetime of care and responsibility. You acknowledge and accept that The Animal Welfare Act 2006 and DEFRA Code of Practice for the Welfare of Dogs obligates you to take proper care and reasonable steps to ensure that your Pug's welfare needs will be met. This includes the provision by you of a suitable indoor environment in the family home, a suitable diet, water and suitable housing and shelter. Your Pug must not be kept outside

under any circumstances. You must also safeguard your Pug from pain and suffering, disease and injury and you must enable your Pug to express normal behaviours.

5.3.2. You agree to comply with all applicable welfare laws, regulations and codes of practice when caring for your Pug, including without limitation the Animal Welfare Act 2006 and Codes of Practice issued in England and Wales under the 2006 Act and to ensure that anyone with the temporary care of your Pug also complies.

5.3.3. As pugs can be susceptible to overeating you must take care not to overfeed as this can cause complications to their general health especially respiratory and mobility. Please see the chart on our website: <https://pugwelfare-rescue.org.uk/pug-health/fit-not-fat/>.

Please be aware that when young children are eating this can be tempting for pugs as their hands and mouth are at an ideal pug height.

5.3.4. It is a common misconception that pugs do not require a lot of exercise. Most do, so you must ensure that your Pug is exercised regularly. Comprehensive guides to maintain a pug's health can be found on our website: <https://pugwelfare-rescue.org.uk/>.

5.3.5. If you already have other resident dogs or other animals in the family home where the Pug will be living, you should, where practicably possible, arrange that they meet your new Pug prior to adoption to ensure that they will get along together.

5.3.6. Please be aware that there is often a settling in period when a pug moves to a new home. The first few weeks can sometimes be the most difficult. You agree to keep the PDWRA updated on your Pug's progress, especially during the transition period. The PDWRA is always available to give help and advice should you need it. Please read the guide on our website about the pug breed carefully, as it contains lots of useful tips on what to expect from your pug(s). If you need help, please ask us. <https://pugwelfare-rescue.org.uk/so-you-want-a-pug/>.

5.3.7. Rescued pugs, by the nature of their circumstances, can sometimes be carrying some kind of emotional trauma, in varying degrees. Please be aware of this possibility and give your Pug the time it needs to properly settle in and feel secure. Some pugs will be completely at home straight away, others may take longer. Love and reassurance will certainly help with this.

5.3.8. Pugs can be expert scavengers and will often pick up a wide range of items from the floor and attempt to eat them. It is your responsibility to keep an eye on your Pug to ensure that it does not ingest anything that could be harmful to its health.

5.3.9. The PDWRA will always take care to make you aware of your Pug's behaviour traits and temperament prior to adoption, however, we can make no guarantee that issues or problems will not arise after your Pug has been adopted.

5.3.10. It is your sole responsibility to seek professional help from a trainer or behaviourist if problems arise with your Pug that you have difficulty in resolving. We will always be available to provide help and advice where possible.

5.3.11. The PDWRA is not responsible for any damage caused by your Pug. Please be aware that not all pugs will be properly house-trained, this should improve over time and can be encouraged with rewards such as healthy treats. Please see your welcome pack for more specific details for caring for your newly adopted Pug.

5.4. **Health and Veterinary Care**

5.4.1. You must register your Pug with a vet as soon as possible following your adoption. You will be entirely responsible for the Pug's care, health and welfare including all future veterinary costs, subject to the limited exceptions listed under 5.4.2 below.

5.4.2. In the event that veterinary intervention becomes necessary and/or your veterinary practitioner feels that your Pug should be referred for specialist advice, please contact your Volunteer Area Coordinator before proceeding. We will not be responsible for any fees incurred without our written authority. The PDWRA may in its absolute discretion offer for you to return the Pug and refund you the adoption fee as an alternative to veterinary costs. A useful guide to pug health can be found on our website, please take a moment to familiarise yourself with this information so that you are aware of the kinds of issues to watch out for: <https://pugwelfare-rescue.org.uk/pug-health/>.

5.5. Preventative treatments

5.5.1. You agree to cover costs necessary to ensure your Pug is provided regular worming and flea care as and when required.

5.5.2. You agree to cover costs and ensure your Pug is immunised annually against diseases and infections.

5.6. Exercise

5.6.1. You will need to provide adequate physical exercise for your Pug to keep him/her mentally stimulated and maintain a healthy weight. Where an unhealthy weight is significantly contributing to any clinical condition affecting the Pug it is your responsibility to ensure the Pug's weight is optimised in the best interests of the Pug's health and condition management.

5.7. Neutering

5.7.1. You must ensure your Pug will be neutered/spayed, should health allow, as soon as possible if not already done so. You agree to provide evidence from your veterinary surgeon on our request. The PDWRA will cover the costs of this as long as the Volunteer Area Coordinator is consulted to approve the veterinary practice and costs before the procedure is performed. The PDWRA may, on occasion, specify the local veterinary practice to be used. If for any reason your adopted Pug is not neutered, under no circumstances whatsoever may your Pug be used for breeding (see clause 9.1 below).

5.8. Accommodation

5.8.1. You agree to arrange and provide suitable indoor accommodation for your Pug. You confirm that you live in permanent accommodation either as a home owner or with a long-term tenancy agreement with your landlord's permission to have a dog.

5.8.2. Your dog should be part of the family but have quiet space also and appropriate access to the outdoors. Outdoor kennelling is not permitted.

5.9. Control

5.9.1. You confirm you will not allow your Pug to stray, chase or attack any other animal through use of the lead or avoidance of such situations.

5.10. Companionship

5.10.1. Company is extremely important to pugs, so you will ensure that your Pug will not be left for long periods during the day without someone coming in to check on and walk it. You agree

that you will provide companionship for your Pug and that the Pug should not be left alone for more than 4 hours at a time.

5.11. Updates

5.11.1. You will immediately inform the PDWRA if you move and change address, or your contact details need to be updated.

5.12. Safety

5.12.1. You will ensure that your Pug is always safe in and away from the home. Newly adopted pugs can be nervous and unpredictable in new surroundings. You will ensure that there is a barrier, such as a stair gate, preventing your Pug from escaping through your open front door.

5.12.2. You must ensure that all garden or outside areas have secure fencing and that there are no flowers or plants that could be poisonous to your Pug. If you have a pond, hot tub or a swimming pool, you will ensure that it is properly covered or fenced off and there is no danger of your Pug falling in. More information on poisonous plants for pugs can be found on our website and widely online: <https://pugwelfare-rescue.org.uk/seasonal-hazards-for-pugs/>.

5.12.3. You must provide your Pug with a well-fitting, comfortable and secure harness and collar (with identity tag attached) to wear when out of the home environment.

5.12.4. Under no circumstances should choke chains or prong collars, or any collar be used to walk Pugs. Collars can cause potential airway restriction when used with a lead.

5.12.5. You must ensure that your Pug is always on a lead until such time as you have successfully trained reliable recall in a variety of situations. Please be aware that young pugs, in particular, can have a tendency to run off, in any direction, when not on a lead, so you will ensure that your Pug is only let off the lead in a safe environment and never near roads or other potential hazards such as rivers or lakes.

5.12.6. As required by law, you will ensure that your Pug wears an identity tag with your contact details should it get lost or be stolen. This should contain your Pug's name, plus your surname, address, post code and telephone number.

5.12.7. In the unfortunate event that your Pug becomes lost or escapes, you must first contact your local authority and identichip company and then the PDWRA as soon as possible. The PDWRA can offer help and support to aid you in recovering your Pug. Failure to take all reasonable steps to recover your Pug, or failure to communicate with the PDWRA, could result in your Pug being removed to our care once safely recaptured and ownership of the Pug shall transfer back to us. No refund of the adoption fee shall be given.

5.12.8. Be cautious with your Pug around unfamiliar dogs, as their friendliness may prevent them from recognising potential danger.

5.12.9. You must only use positive reinforcement when training your Pug and take the Pug to professional training if so required.

5.12.10. You must always secure your Pug when being transported, either by using a crate, a carrier, a secure harness or a seatbelt. The Pug should not be transported on the front seat of a vehicle if activation of an airbag could injure or cause a fatality to the Pug.

5.12.11. The PDWRA reserves the right, post adoption, to visit your Pug at a reasonable time with prior agreement. Should we have any reasons for concern about your Pug's welfare, we reserve the right to visit regardless and to take the Pug back into our care if we deem it to be

necessary and ownership of the Pug shall transfer back to us. No refund of your adoption fee shall be given.

6. ADOPTION FEE AND REFUNDS

- 6.1. Your adoption fee is used to care and rehome Pugs who need our support and we incur significant costs where an adopter decides not to proceed with the adoption, including but not limited to food and veterinary care for the Pug until a new home can be found.
- 6.2. If a Pug is returned to us we will provide a refund of the adoption fee in accordance with your statutory rights but not otherwise. For example we will not provide a refund where an animal is returned because of a pre-existing condition that has been notified to you or where you no longer want the Pug due to a change of mind.
- 6.3. We accept payment via BACs (or as otherwise agreed with you by us in writing).

7. RESPONSIBILITY AND INSURANCE

- 7.1. Please note that as a dog owner you will be responsible for possible liability for damage and injury which the Pug may cause to third parties or their property. In particular, responsibility may arise under the Animals Act 1971 Dangerous Dogs Act 1991.
- 7.2. All adopters are expected to take out insurance for their adopted Pug against third party risks and veterinary costs. The pet insurance should be taken out prior to and become effective at the time of adoption and details emailed to your Volunteer Area Coordinator.
- 7.3. You should also check with your household insurers that your policy covers any damage that may be caused by domestic animals. The PDWRA will not be liable for any such damage (see clause 12.2).

8. IDENTIFICATION

- 8.1. Your Pug should always have a collar as stated by law, and harness on when in public (pugs must never be walked by a collar alone) and should have an ID tag containing your name, address and telephone number. It is your sole responsibility to ensure your contact details are clearly visible and are kept up-to-date.
- 8.2. Your Pug will be microchipped and the details registered with a DEFRA approved microchip database. We will update the registered owner details when the adoption is confirmed in accordance with 3.2. You must thereafter keep your Pug's microchip information up-to-date.
- 8.3. When adopting your Pug you agree for your personal data to be passed to the microchip database by the PDWRA for the purposes of registering the microchip.

9. RESTRICTIONS AND PROHIBITED ACTIVITIES

- 9.1. You acknowledge and accept that under no circumstances whatsoever may the Pug be used for breeding.
- 9.2. You acknowledge and accept that you will only use reward based training techniques and understand that equipment such as metal choke/check chains, or such which would cause your Pug unnecessary stress, pain or suffering are strictly prohibited.
- 9.3. You will not irresponsibly part with your Pug; this means that if you can no longer care for your Pug temporarily or permanently for any reason we ask that you contact us straight away so that your Pug can be returned into the care of the PDWRA. You must not pass ownership to

anyone other than the PDWRA or someone who has been assessed by the PDWRA as a suitable adopter under any circumstances.

- 9.4. Euthanasia should only be carried out upon advice from a qualified veterinary surgeon. Please notify your Volunteer Area Coordinator as soon as possible to enable PDWRA records to be updated.

10. REFERENCES AND FOLLOW UP CHECKS

- 10.1. You confirm that you, and/or no person residing in your household or who will care for your Pug, are not disqualified from owning animals or have any unspent convictions under the Animal Welfare Act 2006. You agree that to the best of your knowledge you know of no reason why you and/or no person residing in your household or who will care for your Pug might:
- 10.1.1. be deemed unsuitable to adopt or care for a Pug;
 - 10.1.2. lose your accommodation or source of income;
 - 10.1.3. need to travel or be away from home for long periods of time.
- 10.2. You agree to us undertaking necessary checks to assess your suitability to adopt a Pug. In addition to a home check, we may ask for proof of housing/landlord's consent, employment, pet insurance and/or veterinary history.
- 10.3. You agree that we can contact your veterinary practitioner and obtain access to the Pug's veterinary records if we have medical or welfare concerns about the Pug following adoption.
- 10.4. A PDWRA representative will be allowed to visit your home, or you agree to facilitate a virtual assessment by a PDWRA representative of your home via video, upon reasonable prior notice to assess the success of the adoption and the Pug's welfare from time to time.
- 10.5. If you have any concerns or need any assistance with caring for your Pug, you should, as soon as possible, contact your Volunteer Area Coordinator using the details given under clause 2.2 above. In the event of your being unable to contact your Volunteer Area Coordinator, and in an emergency situation please email chairman@pugwelfare-rescue.org.uk. If the emergency situation occurs outside of usual operating hours please ensure the Pug's welfare is maintained, seek veterinary advice as necessary and update your Volunteer Area Coordinator as soon as usual operating hours resume.

11. SOCIAL MEDIA

- 11.1. You agree that we may use any images or videos of your Pug on our website, newsletter, social media and/or promotional campaign and/or any training resources.

12. EXCLUSION OF LIABILITY

- 12.1 **Subject to 12.2, the PDWRA will not be liable for any damage caused, injury to person or animal, or legal responsibility incurred, by or in relation to the Pug whilst in your care.**
- 12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, volunteers, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the adoption services.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

13.1. **How we will use your personal information.** We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy here: <https://pugwelfare-rescue.org.uk/privacy-notice/>.

14. IF THERE IS A PROBLEM

14.1. **How to tell us about problems.** If you have any concerns regarding your adoption of your Pug, we ask that you contact the Volunteer Area Coordinator who was responsible for your adoption as soon as possible. If you have any other questions or complaints about the adoption services, please contact us at the details under clause 2.2 above.

15. OTHER IMPORTANT TERMS

15.1. **Force Majeure.** Neither party shall be under any liability for failure to carry out its obligations under this Agreement or for any loss, damage or delay caused wholly or in part by any circumstances beyond its reasonable control.

15.2. **Making changes.** If you wish to alter any term of these adoption services please contact us. We will let you know if the change is possible.

15.3. **Minor changes to the adoption services.** We may change the adoption services:

15.3.1. to reflect changes in relevant laws and regulatory requirements; or

15.3.2. to implement minor technical adjustments and improvements.

15.4. **More significant changes to the adoption services and these terms.** If we should need to make more significant changes to these terms or the adoption services, we will notify you and you may then contact us to end the contract and receive a full refund of any adoption fee paid before the changes take effect where, as a result of the change, you no longer wish to adopt your Pug.

15.5. **You can change your mind before the adoption is confirmed.** You may contact us at any time before the match has been confirmed in accordance with clause 3.2. Once the adoption has been confirmed, then except as otherwise stated in these terms, the adoption fee is non-refundable.

15.6. **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

15.6.1. you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

15.6.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the adoption services and in our sole opinion, or

15.6.3. we take the view, at our sole discretion, that it is in the best interests of the Pug for us not to proceed with the Contract and/or for the Pug to be returned to our care and ownership of the Pug be transferred back to us. Your adoption fee will not be refunded except as set out in clause 6.2 above.

15.7. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 15.6 the adoption fee will be non-refundable.

15.8. **Summary of your legal rights.** Nothing in these terms will affect your legal rights under the Consumer Rights Act 2015 and related legislation. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. Animals are

currently seen under the law as being 'goods' but in the case of rescued Pugs they would be deemed as 'second hand goods' for these purposes.

- 15.9. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another similar organisation.
- 15.10. **You cannot transfer your rights to someone else.** You may not transfer your rights or your obligations under these terms to another person.
- 15.11. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 15.12. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms 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.
- 15.13. **Even if we delay in enforcing this contract, we can still enforce it later.** 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 or prevent us taking steps against you at a later date.
- 15.14. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services to the exclusive jurisdiction of the Courts of England and Wales.