

TERMS AND CONDITIONS OF ADOPTION

1. Any information concerning the habits and past history of the animal is passed on by the RSPCA to the adopter in good faith. The information is provided to assist with the adoption process and successful adoption of the animal, who may have come into our care because, for example, they were signed over by their previous owner, found abandoned, lost, or of unknown background. The information we provide may be based on statements made by the previous owner or the RSPCA Inspectorate and/or assessments or observations of the animal while in our care. We cannot guarantee that this information is correct, despite every effort being made. For our rehoming policy, please see: rspca.org.uk/findapet/adopt
2. The animal is believed to be in normal health on leaving the RSPCA except where specific conditions have been made known to the adopter on the animal adoption form. The adopter is responsible for all future vet bills and medical care, except where Clause 4 (below) applies.
3. The animal's welfare is our top priority and we'll work with the adopter to resolve any concerns or questions they may have about the animal after adoption. We ask that the adopter contacts the RSPCA branch or animal centre where the animal was adopted, giving full details, as soon as possible.
4. Nothing in these Terms will affect the adopter's legal rights, including those under the Consumer Rights Act 2015 (and other consumer protection laws). The adopter should contact their local Consumer Advice or Trading Standards Department for more information.
5. We strongly advise 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: rspca.org.uk/petinsurance
6. The adopter confirms that to the best of their knowledge and belief no person living in their household, or who will care for the animal, 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.
7. Attention is drawn to the possible liability of the adopter for damage and injury that the animal 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.
8. 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 in England and Wales under the 2006 Act, and to make sure that anyone with the temporary care of the animal also complies. The welfare needs of the animal means providing for the animal's health and happiness, and making sure the animal's health is maintained. This means the animal is properly housed, fed, watered, socialised and exercised and receives appropriate veterinary care, including vaccination, regular worming and flea treatment.
9. If a cat, rabbit, ferret, female dog, or male horse is unneutered at the time of adoption, the adopter agrees to having the animal neutered as soon as possible unless there are overriding veterinary reasons for it not being possible.

10. When adopting a dog, cat, rabbit, ferret or horse (or any other microchipped animal), the adopter agrees for their personal data to be passed on to the microchip database by the RSPCA for the purpose of registering the microchip. The adopter agrees to maintain the microchip records of the animal, by telling the microchip database provider if there are changes of address or ownership of the animal post-adoption. This also applies to equine passports, where the adopter's personal details will be passed to the passport issuing authority.
11. The adopter agrees not to irresponsibly sell or part with the animal. Further information can be found at: rspca.org.uk/adviceandwelfare/pets/unwantedpets
12. 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.
13. This Agreement is between the adopter and the RSPCA and no other party has the right to enforce the terms of this Agreement.
14. If a court or relevant authority finds any part of this Agreement to be unenforceable, the rest of the Agreement shall continue in force as each of these terms operates separately.
15. The English and Welsh courts will have exclusive jurisdiction over any claim arising from, or related to, this Agreement. English and Welsh law will apply to this Agreement.