

Contract for the sale and purchase of a puppy



1. Puppy details

Kennel Club registered name of dog	
Kennel Club registration number	
Breed	
Date of birth	
Sex	
Colour	
Microchip number	

This is to confirm that the sale of the dog described above (the puppy) is between:

2. Details of parties

Seller's name	
Seller's address	
Seller's telephone number	

and

Buyer's name	
Buyer's address	
Buyer's telephone number	

Definitions

- **'Puppy information pack'** refers to the puppy information pack that sets out the dog health information and future health and welfare needs and forms part of this agreement.
- **'Dog health information'** means the information about the puppy, its parent and grandparents, and these animals' health and temperament.
- **'Good health'** means a condition free from parasites and obvious clinical signs of pain and discomfort at point of sale. Parents have been screened for hereditary disorders as indicated by the breeder and ideally as advised by the Kennel Club relating to breed-specific health information.
- **'Future health and welfare needs'** means the measure that should be taken to ensure that the puppy is and remains in good health and is properly housed, fed, watered, trained, socialised and exercised and that it receives appropriate veterinary attention.
- **'Seller'** means the seller of the puppy defined above, whether or not the breeder of the puppy.

3. The seller warrants

- 3.1** That if the buyer has previously selected the puppy from a litter or in any other circumstances, that the puppy sold under this contract is the puppy that the buyer has previously selected.
- 3.2** That the genetic health checks and health screening set out in the puppy information pack have been carried out on the puppy's parents and explanation of what this means for the puppy is provided in the puppy information pack.
- 3.3** That the puppy is not the result of a mating of two dogs related within two generations.
- 3.4** That the puppy is in good health, other than as is outlined below under clause 6 Veterinary Check and clause 7 Health Schedule and as the seller specifically informs the buyer before the date of sale.
- 3.5** That he/she has supplied the puppy information pack prior to the buyer viewing the puppy or a reasonable period in advance of the buyer's decision to buy the puppy, and has communicated to the buyer within the puppy information pack:
 - a)** the possible consequences of buying the puppy given the dog health information, the genetic health checks and health screening carried out under **clause 3.2** and the particular considerations that are likely to affect the puppy given its breed
 - b)** the meaning of any Kennel Club endorsement
 - c)** the measures that should be taken, whether by neutering, contraception or otherwise, to guard against unwanted pregnancy and
 - d)** the future health and welfare needs of the puppy
- 3.6** That the information contained in the puppy information pack, supplied to the buyer under **clause 3.5** above is accurate and materially complete (to the best of the seller's knowledge and belief where the information is supplied by a third party) and all diagnostic tests for the puppy have been undertaken as recorded in the dog health information and that reasonable care and skill is and/or will be used when explaining to the buyer the future health and welfare needs of the puppy and any advice or recommendations provided under **clause 4.5** below.
- 3.7** That he/she, having made reasonable enquiries of the buyer, in good faith believes that the buyer is able to meet the puppy's future health and welfare needs.
- 3.8** That the puppy is more than 8 weeks old at the date of sale.
- 3.9** That the puppy has received adequate care and that the seller has provided it with the opportunity to socialise with dogs, humans and other animals it is likely to come into contact with and it has experienced and become accustomed to the sounds and experiences of typical family life.
- 3.10** That, any pedigree indicated for the puppy is correct. Where appropriate, the seller will provide the buyer with all relevant registration papers and pedigree certificate within one month of the date of sale, or as soon as it is available.

| 4. The buyer warrants

- 4.1** That he/she has read and understands the information provided to him/her under clauses 3.2-3.5 above and contained in the Puppy Information Pack.
- 4.2** That he/she in good faith believes that he/she will be able, and intends, to meet the puppy's future health and welfare needs.
- 4.3** That neither he/she nor any member of his/her household has been cautioned for or convicted of any breach of animal welfare law such as neglect, cruelty or abandonment.
- 4.4** That he/she shall not breach the terms of any private agreement made with the seller regarding Kennel Club endorsements
- 4.5** That in the event that he/she is no longer able or willing to provide a home for the puppy or otherwise to meet the puppy's future health and welfare needs he/she will contact the seller and have regard to any advice and recommendations that the seller provides, including return of the puppy at the option of the seller.
- 4.6** That he/she is purchasing the puppy for himself/herself and not as an agent for a third party.

| 5. Both buyer and seller agree and understand:

- 5.1** That the puppy is a living creature with interests independent of both buyer and seller.
- 5.2** The buyer shall inform the breeder of any health concerns or veterinary treatment needed and make aware of hereditary disorders. Any discussion over reimbursement of veterinary fees would be subject to private discussion and agreement between the buyer and seller.
- 5.3** Nothing in this contract affects the buyer's statutory rights including any warranty of satisfactory quality of the puppy implied by sale of goods legislation or other law.
- 5.4** The buyer is advised to take the puppy to their vet, within 1 week of purchase, for a general health check and advice on inoculations and worming.

6. Veterinary check

- 6.1** The seller has taken every care with the breeding, rearing and welfare of the puppy. The seller makes no warranty however as to the long term health or disposition of the puppy.
- 6.2** Every effort has been made to avoid any possible inherited conditions. Conditions known/thought to be inherited in the breed are:

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- 6.3** Relevant, existing screening schemes have been used and copies of relevant screening results have been provided.
- 6.4** The puppy has been checked by a veterinary surgeon prior to sale. Although no warranty can be given on the future health of the puppy, the outcome of that check has been passed on to the buyer together with the details of the veterinary surgeon who carried it out.

Date puppy checked	
Details of veterinary surgeon	

- 6.5** The seller hereby confirms that details of the outcome of this veterinary check are provided below in section **7. Health Schedule**

7. Health Schedule

The seller hereby confirms that any faults or defects in the puppy, as identified by themselves or during veterinary examination, have been outlined in section below.

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8. Endorsements

Important notice

Kennel Club registration may be endorsed

Future breeding - registration of puppies not permitted (R)

Export pedigrees not available for export registration (X)

The registered owner of a dog may place the following endorsements on a dog's records:

R = Progeny not eligible for registration

- which means any puppies bred from the dog will not be accepted for registration by The Kennel Club

X = Not eligible for the issue of an Export Pedigree

- which means The Kennel Club will not provide the pedigree required for export and registration at an overseas kennel registry.

The new owner must sign to confirm that they have been made aware of the endorsement(s), at or before they take possession of the dog. **The form must be signed by someone over 18 years old.** If the owner is under 18, a parent or guardian must sign on their behalf. Providing that the endorsement has been placed in accordance with Kennel Club Regulation B12, The Kennel Club will not become involved in any dispute arising from a private transaction.

A copy of this notice must be given to the new owner and a copy must be retained by the endorser.

8.1 The seller hereby confirms that the puppy is subject to the following endorsements:

R: Progeny not eligible for registration:

Placed

X: Not eligible for issue of an Export Pedigree:

Placed

8.2 The buyer hereby confirms that they are aware of the endorsement(s) detailed above.

9. Date, declarations and signatures

Date of sale and purchase	
Purchase price received by seller	

Buyer: By signing this contract I agree and understand that I am entering into a legal and binding contract.

Signed	
Date	

Seller: By signing this contract I agree and understand that I am entering into a legal and binding contract.

Signed	
Date	

Two copies to be printed – one copy to be retained by seller, one copy to be retained by buyer