

THE PUPPY CONTRACT

Ethical Breeder Sale - Puppy Owner

For both the Ethical Breeder and Puppy Owner to read and sign - both parties have a copy.



🐾 PUPPY DETAILS

Breed: _____ Date of birth: _____ Sex: **Male** **Female**

Colour: _____ Kennel Club registered name of dog: _____

Kennel Club registration number: _____

Microchip number (15 Digits): _____

🐾 DETAILS OF PARTIES

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

ETHICAL BREEDER

Ethical Breeder's name:

Address:

Telephone number/ mobile:

and

PUPPY OWNER

Puppy Owner's name:

Address:

Telephone number/ mobile:

Continued 

3 THE BREEDER WARRANTS:

- 3.1** That if the Puppy Owner 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 new Owner 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 the mating of two dogs related within two generations.
- 3.4** That the Puppy is in good health, other than as the Breeder specifically informs the prospective Puppy Owner before the date of sale.
- 3.5** That they have supplied the Puppy Information Pack prior to the prospective Owner viewing the puppy or a reasonable period in advance of the decision to buy the puppy and has communicated to the prospective owner 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 new Puppy Owner under clause 3.5 above is accurate and materially complete (to the best of the Breeder'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 prospective Owner the Future Health and Welfare Needs of the puppy and any advice or recommendations provided under clause 4.5 below.
- 3.7** That, if they are a member of the Kennel Club Assured Breeder Scheme, they have adhered to the Standard and all requirements and recommendations under the Scheme as set out at <https://www.thekennelclub.org.uk/breeding/assured-breeder-scheme/> and/or as provided to the Puppy Owner.
- 3.8** That they, having made reasonable enquiries of the Puppy Owner, in good faith believe that the Puppy Owner is able to meet the puppy's Future Health and Welfare Needs.
- 3.9** That the puppy is more than 8 weeks old at the date of sale.
- 3.10** That the puppy has received adequate care and that the Breeder 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.
- 3.11** That any pedigree indicated for the puppy is correct. Where appropriate, the Breeder will provide the Puppy Owner 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 PUPPY OWNER WARRANTS:

- 4.1 That they have read and understands the information provided to them under clauses 3.2-3.5 above and contained in the Puppy Information Pack.
 - 4.2 That they in good faith believe that they will be able, and intends, to meet the puppy's Future Health and Welfare Needs.
 - 4.3 That neither they nor any member of their household has been cautioned for or convicted of any breach of animal welfare law such as neglect, cruelty, or abandonment.
 - 4.4 That they shall not breach the terms of any Kennel Club endorsement if applicable.
 - 4.5 In the event that they are no longer able or willing to provide a home for the puppy or otherwise to meet the puppy's Future Health and Welfare Needs they will contact the Breeder and have regard to any advice and recommendations that the Breeder provides, including return of the puppy at the option of the Breeder.
 - 4.6 That they are purchasing the puppy for themselves and not as agent for a third party.
 - 4.7 That they will register their puppy with a vet within 5 working days of ownership and be able to provide evidence of such if requested.
-

⑤ BOTH BUYER AND SELLER AGREE AND UNDERSTAND:

- 5.1 That the Puppy is a living creature with interests independent of both Puppy Owner and Breeder.
- 5.2 That the Puppy Owner may suffer distress and inconvenience as a result of the puppy suffering pain or discomfort and one purpose of the Breeder's warranties is to reduce or avoid such distress and inconvenience.
- 5.3 The Puppy Owner shall be entitled to recover from the Breeder their reasonable veterinary fees and costs to treat a serious disorder suffered by the puppy that relates to a breach of any of the Breeder's warranties.
- 5.4 Nothing in this contract affects the Puppy Owner statutory rights including any warranty of satisfactory quality of the puppy implied by sale of goods legislation or other law.
- 5.5 The Puppy Owner agrees to take the puppy to their vet, soon after purchase, for a general health check and advice on inoculations and deworming.

Continued 

6 DATE, DECLARATIONS AND SIGNATURES:

Date of sale and purchase:

Purchase price received by Breeder:

PUPPY OWNER:

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

Name:

Signed:

Date:

BREEDER:

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

Name:

Signed:

Date:

7 DEFINITIONS

"Puppy Information Pack" means 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 of health free of parasites and hereditary disorders and of reasonably sound physical condition and temperament.

"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.