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## Terms and Conditions

### Definitions

*In this Contract the terms have the meanings set against them:*

- a) *“the Bird” means the Parrot adopted to the person herein named, and item number [PP ReF]*
- b) *“the Property” means the items which have been included in the adoption programme that belong to item number [PP Ref] as described in item 4 of the particulars.*
- c) *“the Permitted Use” means the use described in item 5 of the particulars.*
- d) *“the owner” means the person within the charity Problem Parrots who is authorised to ‘Adopt’ out the bird.*
- e) *“Adopter” means the person that shall be contracted to care for this bird but not to at any point own the bird.*

### Interpretation

The Owner is entitled to make amendments to this contract by way of 14 days written notice to the Adopter.

### Terms and Conditions

- 1) I understand that the bird (including any and all progeny) is the property of the owner and will remain so for the rest of its natural life, and that if, for any reason, I am ever unable to keep the bird, I will immediately notify the owner and arrange to return the bird. I agree to not pass this bird to anyone else without the prior approval of the owner.
- 2) It is the responsibility of the Adopter to purchase and keep the dietary requirements of the bird as laid out by the owner. Problem Parrots welfare organisation will supply any specialised foods to be used during the transition to the adopter's home, this will be enough for the 3-7 days only.
- 3) I will provide the bird with fresh water, food, toys, any supplements and a clean, well ventilated living space.
- 4) I will provide an approved pet carrier for the bird/s, cat boxes are not approved.
- 5) I will immediately take the bird to a recommended qualified avian veterinarian for a complete examination immediately upon any sign of illness; and notify the owner within 24 hours of any such instances.
- 6) In the event of death it is a requirement of this agreement that the correct procedures are followed in order to preserve the body so that an autopsy may be conducted to determine cause of death if required by the owner. Additionally it is recommended that until results are obtained that quarantine procedures are followed; the cost of any autopsy will be the responsibility of the owner.
- [7) Insurance
  - a) At all times to keep the bird insured for all veterinary treatment.
  - b) To produce to the owner or his agents on demand (but not more often than once in every year unless additional birds are to be covered) the insurance policy effected pursuant to this Clause and the receipt of the last premium paid thereon or (at the option of the owner) evidence from the insurers of the full term of the policy and that the same is still in force.
  - c) To upon request release any or all information relating to treatment of the bird and/or post-mortem results and findings from a qualified Avian Vet to the owner or his representatives.]
- 8) I will notify the owner if I intend to move house/accommodation or change my telephone number or email address.
- 9) I understand that parrots are very long-lived and have made, or will make, the appropriate arrangements for the bird to be returned to the owner in the event of my pre-deceasing it.
- 10) I understand that parrots are highly intelligent and need regular interaction, constant care and patience; I agree to give the bird all the attention, affection, interaction and mental stimulation he/she will need and treat him/her like a member of my family.
- 11) I understand that a parrot may need time to adjust to his/her new environment and agree to work with him/her to safely assist this adjustment.
- 12) I understand that questions or concerns will arise as to the proper care and behaviour of the bird, and I agree to contact the owner with these questions/concerns. I agree that it is in the best interest of the bird to ask rather than to guess.
- 13) I will keep the bird in a smoke-free environment.
  - a) **I will not allow the bird to be out or to mix with other animals under no circumstances.**
- 14) Permit inspection – To permit the owner or his agents in the interest of the bird to inspect the bird and his/her health on giving reasonable notice and presenting a written authority from the owner or agent representing the owner.
- 15) I understand that the bird and the property supplied (if supplied) belong to the owner.
- 16) If at any time, it becomes the opinion of the owners Adoption Programme that these conditions are not being met, I understand that the owner or his representative may reclaim this bird irrespective of any donation or other expenditures that I have incurred or made.

17) I understand that this is a legal and binding contract, and that the owner may terminate my right to keep and Adopt the bird(s) in my possession and that, by virtue of the adoption relationship, I do not and cannot obtain any right, title, or interest in the bird(s) or the property.

- a) I understand that failure to comply with any of the terms and conditions of this agreement may constitute grounds for demanding the return of the bird and the property.
- b) I understand that reasons for demanding return are not restricted to any such breach of terms and conditions; that being within the discretion of the owner or his agents.
- c) I will return the bird and the property within twenty four hours upon oral or written demand by the owner.
- d) I understand that, upon oral or written demand, should I fail to return the bird and the property, my actions constitute a theft and will result in criminal and/or civil action being taken against me.
- e) I will be responsible for any and all expenses associated with the result of my failure to return the bird or the property, notwithstanding legal fees associated with obtaining the return of the bird or the property.
- f) I understand that in the event of my failure to comply with any part of this agreement, the owner may be caused concern over the safety and welfare of the bird and may request that an inspector or a police constable effect entry (by force if necessary) into premises to seize the bird in accordance with the *Animal Welfare Act 2006*.

18) Except as set forth above, the owner makes no representations, warranties or guarantees, and assumes no liability for health, age, temperament (including the capacity to bite), behaviour, talking ability or condition of any birds available for placement. I the adopter agree that all information that is available for the bird has been given to myself and that by signing this agreement, I am responsible for all veterinary bills associated with the bird both past and present and that I am happy to continue all treatment deemed necessary by both a qualified Avian vet and the owner or his agents. The owner shall not be responsible to the adopter for any injury suffered or damage to or loss of any chattel sustained by the bird.

19) Quiet Enjoyment – That so long as the Adopter is not in breach of any of his obligations hereunder he shall be entitled to peaceably and quietly enjoy the bird without any lawful interruption by the owner or any person claiming under or in trust for the owner.

**Problem parrots recommend a full screening by your own avian vet before you introduce the parrot to any other in my family. If you have other birds at home it is strongly suggested that you observe quarantine procedures for at least thirty (30) days.**

I the Adopter do hereby accept the terms and conditions of the agreement; I understand that I will be liable for breach of contract should I fail to follow one or all of the terms.

Adopter's Signature:

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Date:

Print Adopter's Name:

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**The owner acknowledges receipt  
of Administration Fees:**

**Paid Via:**

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**On Date:**

**Representative's Signature:**

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By accepting payment this does not constitute ownership of the bird for the Adopter. The owner is authorising the bird [PP ref] to become part of the Adoption programme and to be Adopted by [name]

**Thank you for your support**

Problem Parrot acknowledges this agreement with the aforesaid person to provide an Adoption Home for the bird named above, on condition that the aforesaid bird remains at all times the property of Problem Parrot for the remainder of its natural life, and that the conditions stated on page 2 & 3 of this contract are adhered to at all times by the adopter whose signature is appended to this form.