

MACDOLLY COCKER SPANIELS
PO Box 4572, SPRINGFIELD QLD 4300
AUSTRALIA

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PUPPY SALE CONTRACT

Contract Date:

Seller: Terri Davies

Buyer:
Address:
Telephone:
Email:

Puppy: The puppy is a _____ Cocker Spaniel puppy born _____ (the puppy)

Price : \$ _____ AUD payable in full either by cash or bank cheque prior to the seller handing over possession of the puppy to the buyer. A deposit of \$100.00 AUD is to be paid upon signing of the Puppy Sale Contract. The purchase price includes the registration of the puppy with the ANKC.

Sellers Warranty:

1. The puppy is a purebred Cocker Spaniel
2. The puppy is currently free from any congenital defect or serious disease which would serve to make the puppy unsuitable as a pet
3. The temperament of the puppy is presently suitable for the puppy to be a companion dog
4. A 14 day Health Guarantee period is afforded to the buyer to which conditions apply (see Annexure 1)
5. After 14 days no further Guarantee is given – Cocker Spaniels are a breed that is prone to many genetic and hereditary diseases including and not limited to – progressive retinal atrophy (PRA), eye abnormalities, ear infections, Hip Dysplasia, Epilepsy, skin conditions, auto-immune conditions, kidney and liver disorders

Buyers Obligations:

1. The buyer shall have the puppy examined by a licenced Veterinarian within 3 working days of the date the puppy is delivered by the seller to the buyer. If the Veterinarian concludes the puppy has a congenital defect or serious disease which would make the puppy unsuitable as a pet, the buyer may elect to terminate this contract provided the buyer has forwarded the seller a copy of the Veterinarian's certificate within 2 working days of the examination.
2. If the buyer elects to terminate the contract for reasons described above, the buyer shall return the puppy and the properly executed registration papers to the seller. The return of the puppy shall be at the buyers expense. Upon receipt of the puppy, the Veterinarian's certificate and all relevant registration papers, the seller shall refund the purchase price to the buyer in full.

3. If the buyer fails to have the puppy examined by a Veterinarian within 3 working days of delivery of the puppy, the buyer shall forfeit all rights to obtain a refund of the purchase price.
4. The buyer will ensure the puppy completes a basic puppy obedience class with a properly qualified canine behaviour specialist before the puppy reaches 8 months of age. The buyer forfeits the right to make any allegation of a temperament problem if the buyer fails to ensure the puppy successfully completes this class.
5. The buyer acknowledges the puppy is being sold as a house pet and companion dog. The buyer therefore undertakes that the puppy will live in the buyer's house as part of the buyer's family.
6. During the lifetimes of the puppy, the Buyer shall:
 - (a) Provide the puppy with high quality food and proper shelter
 - (b) Provide all necessary, desirable and regular veterinary care for the puppy which shall include, but not be limited to, regular check ups, vaccinations, heart worm checks and prevention, parasite checks and prevention, dental care and prompt and timely treatment of any injury or illness
 - (c) The buyer acknowledges that coat care is essential for the proper maintenance of the puppy. Proper coat care requires regular brushing, combing, bathing and trimming with scissor and/or clippers. The buyer shall engage a professional grooming service to perform these essential tasks on a regular basis if the buyer is unable or unwilling to do so.
 - (d) The buyer shall provide the puppy with a good home for the puppy's entire natural life. If the buyers circumstance change and the buyer is unable to fulfill this obligation, the buyer shall so advise the seller and shall return the puppy to the seller at the buyers expense. The buyer must also return all copies of this contract and any written variations thereof, all registration papers and a properly executed transfer of the puppy to the seller (or as the seller shall direct) and any other documents which may pertain to the puppy or which the seller may reasonably require to transfer registration of the puppy. Under no circumstances shall the buyer otherwise dispose of the puppy without first obtaining the express written consent of the seller. Both parties will agree to amount to be refunded if the puppy is to be returned in these circumstances. The amount to be refunded will be no more than seventy percent of the initial purchase price for an entire (non-desexed) dog and no more than fifty per cent of the initial purchase price for a desexed dog. All transfer fees with the ANKC for registration papers will be the responsibility of the buyer, in these circumstances. The buyer will not be entitled to request a refund of the purchase price from the seller.
 - (e) The buyer shall ensure the puppy undergoes proper socialisation.
 - (f) The buyer accepts responsibility to arrange Pet Insurance if so required.

Sellers Obligations:

1. The seller shall do all things reasonably necessary to transfer ownership of the puppy to the buyer.
2. The seller shall advise the buyer or the buyers groomer, the best products and techniques to properly maintain the coat, if so required by the buyer.
3. Information to be provided with the puppy at the time of delivery outlining feeding regime and basic health care for the puppy.

General:

1. If the buyer alleges the puppy has a temperament problem which renders the puppy unsuitable as a companion pet, before making any claim, the buyer shall have the puppy examined by a canine behaviour specialist agreed by both buyer and seller. If agreement cannot be reached then the specialist will be appointed by the President of the Canine Control Council (CCC) of Queensland. This examination will be at the buyers expense. If the examiner determines the temperament flaw to be genetic, the seller

shall refund the purchase price in full to the buyer upon receipt of the puppy and all relevant registration papers from the buyer. In these circumstances, the seller will have the puppy humanely destroyed at the sellers expense.

2. This contract represents the entire agreement between the buyer and the seller. Any variations of the term of the contract agreed by the parties shall have no validity or effect until they are reduced to writing and the written variation is signed by both parties.
3. This contract is entered into at Brisbane, Queensland. In the event any litigation arises from any of the terms of this contract or in relation to any matter concerning the puppy, the parties agree that the Brisbane Magistrates Court shall be the proper forum to determine any such dispute under the laws of the State of Queensland.
4. This agreement is made for the mutual benefit of the buyer, the seller, the puppy and the Cocker Spaniel breed in general. This agreement is intended to be binding on the parties, their heirs, successors, administrators and assigns.
5. The buyer will observe the rules of the Local Authority having jurisdiction over the buyers place of residence, as they apply to pet ownership.

Signed by the Seller - Terri Ann Davies
or their appointed agent

In the presence of:

Signed by the Buyer –

In the presence of:

- Annexure 1 -

Our Health Guarantee for your Purebred Puppy

Your new family member has undergone a Veterinary Health Check and comes to you vaccinated and wormed.

There is a 14 day Health Guarantee period to which conditions apply:

- If the puppy exhibits any signs of ill health within the 14 day Health Guarantee Period please notify us immediately.
- A feeding regime is included within the puppy kit - please feed your puppy following the guidelines stringently.
- Should the puppy be diagnosed to have contracted any serious disease or as having a congenital illness likely to affect its life expectancy within the 14 day health guarantee period, we will offer the following options at our discretion:
 - We will take back the puppy and reimburse the purchase price in full
 - We will supply a replacement puppy free of charge (subject to availability)

This 14 day from purchase Health Guarantee does not cover misadventure or accidents, or any genetic health problems that may appear later in life.