

## TERMS AND CONDITIONS OF FOSTER

**A copy of these terms and conditions is available on Hamworthy Hedgehog Rescue's website**

### **Animal foster scheme conditions**

1. Hamworthy Hedgehog Rescue accepts no responsibility as to description, condition, temperament, behaviour or health of the Animal and provides no warranty, condition, representation or other term of any kind expressed or implied other than such warranties, conditions, representations and terms to the extent to which they cannot be legally excluded (whether in accordance with the Sale of Goods Act 1979 or any legislation amending or replacing the same, or otherwise).
2. The Animal is believed to be in normal health on leaving Hamworthy Hedgehog Rescue except where specific conditions have been made known to the foster in writing.
3. Fosterer agrees to notify Hamworthy Hedgehog Rescue as to any behavioral or health problems of the animal immediately. Hamworthy Hedgehog Rescue reserves the exclusive right to determine the proper course of action to take upon such notification.
4. Fosterer will notify Hamworthy Hedgehog Rescue in the event any change occurs in the address or telephone number listed above.
5. Foster Carer acknowledges that he/she is not becoming the owner of any of said animals, but is only willing to provide humane care for any such animal until Hamworthy Hedgehog Rescue requests return.
6. Fosterer understands and acknowledges that he/she does not have any right or authority to place foster animal in other homes or place with other individuals unless permission is given by Hamworthy Hedgehog Rescue and the new Fosterer signs a Foster Care Agreement.
7. Foster Carer agrees that upon request, Foster Carer will immediately, peaceably, and voluntarily deliver said animal to Hamworthy Hedgehog Rescue, and will make no claim of ownership, title, right, or interest in and to said animal.
8. Foster Carer is undertaking these obligations with no claim, now or in the future, to any type of compensation or reimbursement for caring for said animal, and the further consideration for undertaking this obligation and caring for said animal is that Foster Carer is receiving satisfaction and enjoyment from undertaking this obligation of his or her own free will and because he or she wants to do so and derives satisfaction from doing so.
9. Foster Carer agrees that accidental animal bites or other injuries to humans and other animals do occur, and agrees to hold harmless and indemnify, and protect Hamworthy Hedgehog Rescue, from any claim or suit filed by anyone as a result of such an incident. In addition, Hamworthy Hedgehog Rescue will not be responsible if animal should damage or destroy property belonging to Foster Carer, or shall transfer any disease or internal or external parasites to other animals belonging to Foster Carer.
10. Hamworthy Hedgehog Rescue reserves the right to determine final disposition of the animal.
11. Foster Carer agrees to let Hamworthy Hedgehog Rescue inspect Foster Carer's premises where the animal is being kept at any time to ascertain and satisfy itself or the animal's owner that the animal is well cared for.
12. Foster Carer agrees to keep any identification marks on the animal at all times.
13. The foster 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 under the 2006 Act.
14. The foster agrees to meet the welfare needs of the animal. This means providing for the animal's health, happiness and welfare needs by taking measures to ensure that the animal's health is maintained, it is properly housed, fed, watered, socialised and exercised as appropriate to the species.
15. Nothing in this Agreement shall exclude or in any way limit Hamworthy Hedgehog Rescue'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.
16. This Agreement is the entire agreement of the parties, and there are no oral promises or representations made in addition to this contract and it may only be changed in a writing signed by both Hamworthy Hedgehog Rescue and Foster Carer.
17. If any provision of this Agreement is found to be unenforceable, it shall so far as it is unenforceable, be deemed deleted and the remaining provisions of this Agreement shall continue to apply.
18. The English Courts will have exclusive jurisdiction over any claim arising from or related to this Agreement. English law will apply to this Agreement.