

SCOTTISH SPCA FOSTERING PROGRAMME

TERMS AND CONDITIONS



SCOTTISH SPCA
Scotland's Animal Welfare Charity



THE LEGAL STUFF - TERMS AND CONDITIONS

1 Definitions

1.1 In these terms and conditions:

- 1.1.1 "Animal" means the animal (or animals) specified on page 4 of the Fostering Welcome Pack you will be given upon receiving your Foster Animal.
- 1.1.2 "Foster" means caring for and looking after an animal owned by the Scottish SPCA and assuming responsibility as its "keeper" in terms of the Animals (Scotland) Act 1987.
- 1.1.3 "Fostering Welcome Pack" means the pack, which contains information about you and the Animal you are fostering with information and guidance relating to our animal fostering programme.
- 1.1.4 "Temporary Refuge" means the provision of care for an Animal where criminal proceedings are in progress.

2 Fostering

- 2.1 I have completed the foster carer induction training. I confirm that I wish to Foster an Animal from the Scottish SPCA and understand the responsibilities that this will involve.
- 2.2 I understand and agree that for the period of time that I Foster the Animal, I will take full responsibility for the measures required to ensure that the Animal is and remains in good health and is appropriately housed, fed, watered, socialised and exercised and that it receives appropriate veterinary attention, and its other health and welfare needs.
- 2.3 I understand that if I wish to return the Animal to the centre, I should make an appointment with the Scottish SPCA for the Animal to be accepted back by the Scottish SPCA.
- 2.4 The Scottish SPCA does not accept liability in respect of damage to property or personal injury resulting from fostering of Animals under this agreement.



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3 Fosterer Declaration

3.1 I confirm that:

- 3.1.1 The Animal I wish to Foster is for myself and not a third party;
 - 3.1.2 I am over the age of 18 years (I acknowledge that I may be asked for proof of age to be provided);
 - 3.1.3 Where I live is an appropriate place for me to Foster the Animal and I agree, if requested, to allow the Animal and its living accommodation to be inspected by a representative of the Scottish SPCA at a pre-arranged time during the time that I Foster the Animal. (This will always be carried out by a uniformed member of staff who will be able to provide their identification badge, in order to avoid fraudulent theft of the Animal. If you are in any doubt about any person attending, you must contact the Scottish SPCA urgently on 03000 999 999 prior to allowing entry);
 - 3.1.4 If I live in a rented property, my landlord has consented to me having a pet and I will be permitted to Foster the Animal;
 - 3.1.5 I have sufficient experience and knowledge of caring for animals similar to the Animal I am fostering and I understand that to be eligible for fostering with the Scottish SPCA I must be able to demonstrate this;
 - 3.1.6 I am registered with my local veterinary practice and have provided these details to the Scottish SPCA in case of an emergency. I understand that I must inform my local veterinary practice that I am fostering the Animal from the Scottish SPCA and must provide them with a copy of the Fostering Welcome Pack and veterinary history if I have to attend with the Animal to ensure the veterinary team have the Animal's health details and history;
 - 3.1.7 I will ensure the Animal receives all necessary veterinary health care, including attendance for regular veterinary checks as specified by the Scottish SPCA and I will provide monitoring and record updates, including any relevant notes regarding behaviour;
 - 3.1.8 Neither I, nor any member of my household have been cautioned for or convicted of any breach of animal welfare law such as neglect, cruelty or abandonment.
- 3.2 I will promptly inform the Scottish SPCA if for any reason I am going to live in a different property. I acknowledge that continuation of the Foster may be dependent upon an additional inspection from the Scottish SPCA and/or (where applicable) consent from my Landlord.
- 3.3 I understand that the Scottish SPCA will provide the appropriate ongoing food for the Animal according to the Animal's species, breed and nutritional needs but that if I wish to purchase this myself, I must ensure it is the same brand advised by the Scottish SPCA.



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4 The Animal

- 4.1 I understand and acknowledge that many of the animals held by the Scottish SPCA are strays, unwanted or abandoned animals. While the Scottish SPCA will not knowingly Foster out an Animal it believes is dangerous or poses a threat to any human or other animal, I acknowledge and agree that:
- 4.1.1 The Scottish SPCA does not know the full veterinary or behavioural history of Animals it places into Foster care and cannot give any guarantee of its health, temperament or behavioural tendencies;
- 4.1.2 As keeper I am responsible for the Animal.
- 4.2 I understand that all Foster Animals are fully checked by a Scottish SPCA Veterinary Surgeon or our animal rescue and rehoming centre private Veterinary Surgeon, prior to being fostered and I will be made aware of any minor conditions that the Animal may have at the time it is fostered.
- 4.3 I agree to take the Animal in its present state.
- 4.4 I agree that the Scottish SPCA reserves the right to remove an Animal at short notice from Foster care.
- 4.5 I will not on any account permit the Animal to be used for any experimental or illegal sporting purposes and understand that I should not use the Animal for educational purposes such as taking it to schools or events, nor will I permit or allow the Animal to breed. I understand that every care must be taken to ensure that the Animal is not placed in a situation whereby accidental mating can take place, either at home or out with the home.
- 4.6 I am fully aware of the Scottish SPCA's guidelines on neutering and agree to comply with the arrangements for the Animal to be neutered at the earliest opportunity if this has not been possible prior to fostering. (Unless the Animal has been seized under legislation or under Temporary Refuge).
- 4.7 If the Animal is a dog, I understand that I am required by law to ensure that the disc provided with the Scottish SPCA contact details, is worn at all times on the collar of the dog. If the Animal is a dog or a cat, they will have been microchipped prior to fostering in the Scottish SPCA's details and my name and address will be on the Scottish SPCA's computer database.
- 4.8 I understand that the Animal belongs to the Scottish SPCA and that if the Animal is in the care of the Scottish SPCA due to Temporary Refuge, the Animal legally remains the property of its owner and may be required as production of evidence in criminal proceedings.
- 4.8.1 I understand that should I wish to rehome the Animal permanently I must notify the Scottish SPCA and will be subject to following the Scottish SPCA's rehoming process. I understand that there will be no guarantee that I will be able to rehome the Animal permanently.



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- 4.9 I understand that the Animal must not be left in the care of a third party out with my household.
- 4.10 I understand that if the Animal is on Temporary Refuge, I cannot share any image/video recording of the Animal on any form of social media (private or otherwise) and images cannot be shared with any other person.
- 4.11 I agree to ensure that If the Animal is a dog/puppy that they are kept on a lead at all times to prevent injury/escape, and must not be left unsupervised outside (i.e. in a garden/kennel) to prevent injury, escape or theft.
- 4.12 I agree to ensure that if the Animal is a cat/kitten that they are kept within my property and not let outside (unless advised otherwise by the animal rescue and rehoming centre) to prevent injury, theft or loss.
- 4.13 I understand that if I wish to take the Animal on holiday I must make sure that I am aware of veterinary practices in the local area and take the Animal's veterinary history with me.

5 Veterinary Treatment

- 5.1 I understand that the Scottish SPCA will pay for the costs of veterinary treatment for the Animal, subject to my compliance with the conditions in this clause 5.
- 5.2 I undertake to obtain veterinary treatment for the Animal both as routine and in the case of illness or injury in consultation with the Scottish SPCA animal rescue and rehoming centre Manager. I understand that I must always be in a position to drive or transport the Animal to a specified veterinary clinic while fostering an Animal.
- 5.3 I agree to follow the advice given by the Scottish SPCA in relation to vaccination of the Foster Animal and to comply with any restrictions where the Animal cannot be in contact with any other animals until after the period of time advised.
- 5.4 I agree to follow the advice given by the Scottish SPCA in relation to flea, tick and worming treatment for the Animal if required and I understand that if required the Scottish SPCA will provide this medication.
- 5.5 I understand that the Scottish SPCA will share my information with PAWZ LIMITED trading as Pawsquad, whose registered office is The Chocolate Factory, Keynsham, Bristol, BS31 2AU, for the purpose of verifying I am part of the Scottish SPCA fostering programme should I require veterinary advice. Full details of our privacy policy can be located on our website at <https://www.scottishspca.org/terms-conditions-and-privacy>
- 5.6 I understand that should the Animal become injured or unwell, I must:



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- 5.6.1 Contact Pawsquad at <https://www.pawsquad.com/SSPCA>. If the illness or injury is life threatening, then I should contact my own Veterinary Surgeon or Vets Now immediately;
- 5.6.2 If advised by Pawsquad that the Animal needs to be examined by a Veterinary Surgeon urgently, I should contact my own Veterinary Surgeon, if this is during the normal opening hours of the Practice. If it is out-of-hours, then I should contact Vets Now via the details provided in my Fostering Welcome Pack. The advice from Pawsquad might be that the Animal can be seen the following day;
- 5.6.3 Take my Fostering Welcome Pack with me to show that I am part of the Scottish SPCA fostering programme if I need to attend a veterinary practice or Vets Now and provide my Animal's six digit reference number and microchip number. The Veterinary Surgeon will scan the Animal to check the microchip number for verification purposes.
- 5.7 If the Animal develops a serious health condition during the time I Foster it, I understand that the Scottish SPCA will work with my registered veterinary practice to decide the best course of action and that the Scottish SPCA will have sole discretion to make any decisions with regards to treatment.
- 5.8 I understand that if the Animal is involved in an accident, I must undertake the steps in clause 5.6, as applicable, immediately.
- 5.9 I understand that in the event the Animal becomes lost I must contact the Scottish SPCA immediately who will provide advice on what action to take.
- 5.10 I understand that if the Animal dies whilst in Foster care, I should contact the Scottish SPCA as quickly as possible and the Scottish SPCA will arrange to collect the Animal. I understand that the Animal's body must be retained by the Scottish SPCA for any future criminal proceedings and must not be sent for cremation or burial by the fosterer or Veterinary Surgeon.
- 5.11 I understand that the Animal may be put to sleep if my Veterinary Surgeon together in discussion with the Scottish SPCA, advises that the Animal is so ill or in such pain that the kindest decision is to end their suffering or if they are so dangerously aggressive that they could not be fostered or rehomed safely (such decision being final and at the Scottish SPCA's sole discretion). Other than in cases of emergency, no decision may be taken to put the Animal to sleep without consulting the Scottish SPCA for assessment.

6 Governing Law and Jurisdiction

This contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Scotland and the parties agree that the Scottish Courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement.