

1. **Right to refusal of adoption.** The completion and submission of this form does not entitle you to adopt any animal(s) from S.A.M. Your form will be processed by a S.A.M. representative in its absolute discretion. Should your form be approved, S.A.M. may provide you with the requested animal(s) to adopt.
2. **Ownership of animal.** Subject to these terms and conditions, all rights and title to any adopted animal is passed from S.A.M. to you on the date on which you receive an adopted animal (Receipt Date).
3. **Payment of animal.** The adoption fee for any S.A.M. animal must be paid before the date on which you receive the animal.

The animal can be paid via bank transfer to the S.A.M. bank account or directly to the carer in cash upon receiving said animal. If bank transfer is preferred, the adoption fee should be paid before the arranged collection date so that it has sufficient time to clear.

To secure an animal who is either too young or has not yet had vet work completed, a non-refundable holding deposit of \$50 must be paid within 24 hours of you meeting the animal. Until the non-refundable holding deposit is received, the animal remains available for adoption to other potential applicants.

4. **Property inspections.** To ensure the safety and security of the adopted animal, you will permit S.A.M. at any given time to inspect the premise, and all parts of the property the adopted animal(s) will be or are at the time of inspection living. This will be applicable for a period of 6 months thereafter the approved adoption date.
5. **Compliance with laws.** You agree to comply with all applicable laws in respect of any adopted pet.
6. **Voluntary return/Prohibition of animals as gifts.** You agree that you are adopting the animal for yourself and it is not to be sold, adopted or given to another party. If for any reason you can no longer care for or keep the animal, you must return the animal to S.A.M., and may not transfer ownership or possession of the animal to any third party including any other rescue groups, shelters, pound or alternate owner that is not approved by S.A.M. in writing. Upon the return of the adopted animal, all rights and title regress back to S.A.M.

7. Trial periods. All S.A.M. animals over the age of 4 months are entitled to a trial period of 1 week. Should you feel during this period that the animal is not suitable, it must be returned immediately to S.A.M. Animals under the age of 4 months are not entitled to a trial period.

8. Refunds.

- i. Animals over the age of 4 months: If you return an adopted animal who was over the age of 4 months at the time of adoption within one week of the adoption date, S.A.M. will give you a full refund of the adoption fee. If you return an adopted animal after one week from the adoption date, the extent to which you receive a refund is at the discretion of S.A.M.
- ii. Animals under the age of 4 months: If you return an adopted animal who was under the age 4 months of age at the time of adoption, you will not receive a refund.
- iii. Holding deposits: \$50 holding deposits are non refundable.

9. Involuntary return. If within 6 months of the adoption date, S.A.M. considers on reasonable grounds that you have not, are not, or are reasonably likely to not in the future, comply with this agreement, S.A.M. may on 48 hours' notice require you to return any adopted pet. On the return of the adopted pet to S.A.M., all rights and title of the adopted animal regresses back to S.A.M.

10. Health and temperament of animals. Any adopted S.A.M. animal may have been at any time exposed to dangerous or unhealthy environments that have potentially had lifelong effects on the adopted animal. S.A.M. makes no warranties or health and temperament guarantees of any adopted animal.

11. Indemnity. From the date that any adopted animal is collected by you from S.A.M. you agree to indemnify S.A.M., its directors, representatives and volunteers against all liability costs or expenses which arise as a result of your actions or omissions (including negligence) or the pet's condition, health or behaviour whether during or after the trial period and acknowledge that S.A.M. is not liable or responsible for the animal after the date of it's adoption.

12. Bar to action. You will not sue or take any legal action against S.A.M., concerning or relating in any way to any adopted S.A.M. animal, other than a claim ascending from a breach of this

agreement. S.A.M. may lead this agreement in bar to any claim taken against S.A.M. by you or any person claiming on your behalf.

13. Accuracy of information given. You confirm that the information you have given in this form is accurate to the best of your knowledge and belief.

14. Applicable law. The law of Western Australia governs this agreement.

By writing your signature or by typing your full name above, as applicable, you acknowledge that you understand and agree with the terms and conditions set out in this document.