

DEED OF AGREEMENT

BLUE FOR PETS
CROSS



On the day of 20 , we
 "X" and
 "Y" signed this agreement.



We enter into this deed because we intend it to be legally binding upon us.

We have been advised to take legal advice on its terms and have had the opportunity to do so before signing this deed, and we sign the deed to express our intention to be legally bound by its terms. We are both over the age of eighteen and are able to understand the nature and terms of what we are agreeing and to be bound by this.

We have not been forced or put under pressure to agree the contents of this agreement or in any way in connection with signing it.

Agreement upon Separation – The following clauses are to be applied in the event of separation of the parties either by agreement, or by divorce, dissolution of civil partnership, or cessation of cohabitation.

A. Ownership

Upon X and Y agreeing the terms of specific pet arrangements as set out below.

[set out agreement - please refer to the guide in the appendix]

a. Where appropriate for the pet:

i.

- (a)** that the pet shall continue to reside in the joint care of X or Y e.g. one week with X and one week Y; or
- (b)** week days with X and weekends with Y; or
- (c)** any other arrangements set out below

[set out agreement]

or



ii.

(a) That the pet shall reside in the sole care of X with contact to Y as follows:

[set out times for pick up and return]

or

(b) That the pet shall reside in the sole care of Y with contact to X as follows:

[set out times for pick up and return]

iii. There be such further or other care arrangements for the pet as X and Y agree either orally or in writing

[set out agreement]



- b.** In terms of ownership means that there will be:
 - i.** either an unequal share in financial terms equal to their initial contributions which amount to X% to X and Y% to Y; or
 - ii.** notwithstanding the contribution of X and Y only X or Y is to have 100% share of the value; or
 - iii.** both X and Y will have equal shares; or
 - iv.** any other arrangement set out below:

[set out agreement]

We agree to review these provisions regularly to ensure the best interests and welfare of the pet are maintained.

X and Y shall agree that this deed shall constitute a declaration of trust and they shall be treated as owner of the pet as set out above.

B. Care of pet

Both parties agree by this deed that whosoever is looking after the pet, known as

[Please set out the name and species]

regardless of who purchased this, that whilst the same is under their care and control, they will agree to adhere to the entirety of the Animal Welfare Act 2006 which came into force on 6th April 2007. This means that the owners/person with care of the pet will ensure the pet's welfare needs are met taking into account the specific needs of the species/breed.

These include but are not limited to the need:

- a.** for a suitable environment (place to live)
- b.** for a suitable diet
- c.** to exhibit normal behaviour patterns
- d.** to be housed with or apart from other pets/animals (if applicable)
- e.** to be protected from pain, suffering, injury and disease
- f.** to ensure that the owner or purchaser of this pet is over the age of sixteen
- g.** that no pet or animal will be given as a prize to unaccompanied children under the age of sixteen

We recognise that anyone who is cruel to an animal or who does not provide for its welfare needs, can through the law and courts be banned from owning the pet and fined up to £20,000 and/or sent to prison.



We have signed this document and had it witnessed because we intend it to be a deed and be binding upon this.

Signed by

In the presence of

Witness name

Witness occupation

Witness address

Signed by

In the presence of

Witness name

Witness occupation

Witness address

Disclaimer

No responsibility can be taken by the firm of Lloyd Platt & Company Limited who have drafted this document nor too Blue Cross as to unenforceability of substantive clauses of this agreement since in law any pet ranks as a chattel. There is presently no law of custody, residence or contact to pets and lifestyle clauses cannot be enforced. At present the Court has no power to enforce or impose how often a pet should be fed, with what or how they should be cared for.

If the parties agree, this is a record of their expressed intentions, and the Court may regard some of these clauses as purely subjective and not capable of enforcement unless quantifiable in financial terms or by way of ordering ownership to be transferred by one to another, the other to be responsible for the costs pursuant to the intentions expressed.

In these circumstances you should take legal advice in relation to your intention to enter into a Pet-Nuptial and the financial aspects that will be binding and that can be enforced through the Courts in England and Wales.

The Courts can enforce applications for:

1. declaration of ownership
2. an order for the return of the pet
3. an order for damages for wrongful retention of the pet
4. damages for loss of value of the pet
5. an order the pet be sold and proceeds divided as directed by them in accordance with the agreement or make an order for shared ownership at prescribed times

Pet-nuptial Appendix - Blue Cross advice on making the best arrangements for your pets if your relationship comes to an end

The end of a relationship is a difficult and emotional time for everyone involved, including your pets, so it's worth taking some time when you get a pet with your partner to think about what would happen to it if you were to split up.

When setting out the terms of your pet-nuptial agreement, it's important to think about your decisions based on the welfare of your pet and what is best for them.

Shared custody

Where will our pet live?

Sharing the care of a pet may seem like a good idea so that you and your ex-partner still both get to see them, but it's important to think about it from a pet's point of view. For most pets, routine and a stable environment are really important to their health and well-being.

Travelling weekly or monthly between two houses will be very stressful for many pets and is very unlikely to work for a cat (and other pets?).

If you still both want to spend time with your pet after you split up, think about organising visits, rather than continually moving them back and forth.

Some dogs might be able to get used to a shared living arrangement, if their owners carefully introduce them to a routine. Each individual dog is different however, so it's important to consider whether an arrangement like this could suit your dog (perhaps if he is already used to going to going to a friend or family member during the working day) and take advice from a behaviour expert if you're not sure.

Routine and continuity of care

If you do manage to work out a shared custody arrangement that is suitable for your pet, it's important to make sure that both of you are able to offer your pet a similar level of care.

Routine is really important for pets, so it's vital that you agree on things like type of food, what exercise your pet needs and that your pet is still getting all the necessary grooming and veterinary care it needs. Take care to work out between you who will be responsible for what to make sure nothing is missed or duplicated (eg vaccinations) and have a plan in place to discuss any changes you think you might need to make to your pets care, as its needs will change throughout its lifetime.



Can we still offer our pet the care it needs?

It's important to think very carefully about whether you or your partner could continue to give your pet the care and attention it needs if you were no longer together, both in terms of time and attention and financially or perhaps you will be moving to rented accommodation.

If you feel that neither of you can cope with your pet on your own, don't hesitate to contact a rehoming charity like Blue Cross for advice. Sometimes finding a new home for your pet may be the best option and all the information you can provide about your pet will help to find them the right new home for them.



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NB this document is not legally binding unless signed by both parties and witnessed.