

# PET NUP

BLUE FOR  
PETS  
CROSS



On the  day of  20

, we  
 "X" and

"Y" signed this agreement.



## Background

We enter into this deed because we intend it to be legally binding upon us and for the Court only to be included in making Orders supporting or endorsing the provisions we have laid out.

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 of this document and be bound by its terms.

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

The terms of this agreement:

- i. Operate from the date at the top of this page.
- ii. Are severable so that even if any part of this agreement were declared void or unenforceable, the remaining clauses would remain valid.
- iii. Shall be interpreted by the Courts of England & Wales so that if there was an issue that had to be resolved by a court, we would intend a court in England & Wales to decide.

We both appreciate that presently there is no law in England and Wales of contact in relation to pets and that they are regarded in law as chattels. However insofar as the court recognise that this document is ranked as a contractual agreement between us, it is our wish that where losses are quantifiable in financial terms, that the court can enforce them, and that where one party gives rise to a fine or liability as a result of their actions in relation to the pet, that they will be responsible for the same, and that the court will enforce this in financial terms. If the party with care of the pet does not fulfil their obligations as expressed below, and the pets ownership reverts in part or full to the other, with financial obligations, that the court will equally enforce these provisions as set out more fully below.

Where the care of the pet falls short of the agreement, the parties appreciate the court may not have the power to specifically enforce these issues, but will have the power to consider if ownership shall revert by virtue of the contractual agreement entered into by the parties.

[insert detail of pet being purchased]

1. **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. 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.

In addition, we agree that at all times while caring for the pet and while deciding the terms of this agreement, we will act in the best interests of the pet and where appropriate seek expert advice to ensure this is carried out as appropriate for the pet. Both X and Y agree that at all times they will act in a pet centric manner towards each other, and in particular during any period of handover, and both parties shall use their best endeavours not to act in a hostile manner towards each other in front of the pet.

**B. 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 eg 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.

## **2. Costs of agreement**

- a.** Either both X and Y will pay for the costs of this pet nup agreement; or
- b.** It is agreed that either X or Y will pay for the costs of this pet nup agreement

[set out agreement]

### 3. Costs - meeting the expenses connected with the pet:

#### A. Specific costs

The following expenses are agreed to be met as follows by X and Y and further expenses may be added by mutual agreement namely:

- a. X and Y agree that they shall both equally meet the expenses specified in below; or
- b. in such other proportions as they shall agree as set out below, to include but not be limited to:

Food, housing and other necessary equipment for the upkeep of the pet, the nature of which is to be decided by the parties to be reviewed regularly and altered as necessary to take into account changes in the pet's health, age during its lifetime, taking into the provisions of the Animal Welfare Act 2006.

[Please set out the agreement in relation to payment to the expenses below for example if you have agreed 75:25% please state this clearly]

#### B. Vet bills

Any vet bills over and above the insurance policy or not covered by insurance, shall either:

- a. be paid equally between X and Y; or
- b. to be met either by X or Y alone; or
- c. such other agreement as set out below

[set out agreement]



In the event of an emergency, the person with care of the pet at the time shall either pay in the first instance and be reimbursed by the other or shall waive their right to reimbursement. This is to include any requirement for vaccinations or any other such treatment relevant to the specific pet.

**C. Fines and Breach of Law**

Any fines imposed by any authority as a result of the breach of any by-laws or legislation whether under existing laws in relation to dogs, cats, horses etc and/or relevant to the specific pet, including where the same is to be housed safely, or caused in relation to the control of the animal in a public place, shall be borne by the party who has been guilty of the breach or if both have been in control of the pet at the time, both X and Y.

**D. Finance**

Both X and Y agree that they will not take any steps to take a loan against the value of the pet or dispose of the pet without the express consent of the other.

**E. Microchipping**

**a.**

- i. It is agreed that the microchip will continue to show [X or Y] as the registered party; or
- ii. X with Y as a second nominated party; or
- iii. any other party by agreement

[set out agreement]

**b.** In the event of separation both X and Y will cooperate in any change of registration and will either:

- i. jointly pay the cost; or
- ii. cost to be paid by X or Y only





## F. Compliance

In the event that the matters set out in this agreement are ignored by either X or Y to the extent that the lack of compliance amounts to neglect, the pet will revert absolutely to the other party and the defaulting party will pay all the costs that were agreed to be paid by them in any event for:

- a. duration of the ownership of the pet; or
- b. until any other agreement

[set out agreement]

or

- c. any order of the Court

## 4. Holidays

### A.

- a. All holidays are to be shared equally as X or Y's work permits, at times and dates to be agreed between the parties giving at least four weeks' notice in advance; or
- b. All holidays to be shared as set out below

[set out agreement]

- c. The parties to agree sharing of costs for boarding kennels or catteries where relevant

- B. And upon it being agreed that the pet will be made available for pre-agreed special occasions, where appropriate for the pet in question (refer to guidance in Appendix).
- C. And upon the party travelling for the purpose of a holiday, agreeing to comply with all legal requirements, travel welfare and quarantine regulations for the pet and country in question, and to return the pet passport (where required) to the care of X or Y within seven days of any trip abroad or sooner if required with the intention that X or Y will hold the pet passport generally. X and Y will both cooperate in the obtaining of a pet passport if so required.

## 5. Vet care

- A. X and Y agree that the visits by either of the parties to the vet for non-emergency treatment should be agreed between the parties and that each will use their best endeavours to consult the other in relation to this in order that X and Y can attend and/or authorise the cost of any such treatment as before.

In the case of emergency treatment, the keeper of the pet shall have the power to make a unilateral decision on vet visits and treatment where it is not possible/there is no time to contact the other party.

- B. In the event that the pet becomes terminally ill, both parties shall agree, if so advised, for the pet to be euthanased in the interests and welfare of the pet. In the event that one of the parties is unavailable or cannot be contacted, the remaining party will be guided by a registered and recognised veterinary surgeon/clinic in the giving of such consent in the absence of the other.

Such consent shall not in any event, be unreasonable withheld, by either party. Both parties will agree that in the event that the pet does have to be euthanased, and that they consider it to be appropriate, that both or one of them shall be present with any other family members as they should jointly agree.

## 6. Other welfare concerns

### A. Accommodation

X and Y shall take steps to ensure that they comply with any necessary steps required by the Landlord in the case that either X or Y are living in rented accommodation, so that they are entitled to keep such pet on the premises in order to avoid any hostility that would otherwise be created towards the pet and take such necessary steps to ensure that they control the pet in such a way that their occupation of the premises is not withdrawn by the Landlord.

### B. Breeding

- a. The pet will not be allowed to breed unless both parties consent
- b. Both parties will consent to the pet being neutered (where appropriate for its species) to prevent unplanned pregnancy if the pet is not kept for the purposes of breeding.



- c.** In the event that the pet gives birth to a litter/offspring, X and Y shall agree either to sell the same, rehoming them responsibly, and to split the proceeds equally or in any such proportions as they shall agree, the value of the same to be ascertained as. Alternatively, if one party wishes to purchase all or any of the litter from the other, the same shall be agreed upon the basis set out in above.
- C.** Both X and Y agree that they will not attempt to use the pet as a pawn/bargaining tool during or after relationship breakdown.

X and Y will adhere to and adopt and specifically agree the specific issues for the care of the pet as set out above and contained in the prenuptial appendix.

## **7. Changes to agreement**

- A.** X and Y will agree that they will each draw up a Will or Codicil to an existing Will which document will expressly state who will care for the pet in the event of the death of the other. In the event that the other nominated person is financially unable to do so an alternative person will be nominated for the pet's care with the consent of the other. If no one nominated is able to financially care for the pet, both parties will in the document nominate a pet charity to care for the pet with sufficient sums set aside for their care as far as they are able.
- B.** In the event that X and Y separate, that pending any agreed sale or transfer of the pet from one to the other absolutely, both X and Y agree that they will both continue to meet their respective pet care and financial obligations until the terms of this agreement come into force.
- C.** In any event it is agreed between X and Y that all their and the pets details will be kept updated by both of them to reflect any changes in address, on any necessary documents that are kept relating to the pet.
- D.** Both parties will give continuity of care to the pet on separation, as referred to the prenuptial appendix.
- E.** In the event of separation both parties will agree to continue to:

  - a.** either share the cost of the pet insurance policy as before; or
  - b.** agree that the full cost of the policy itself to be borne by either X or Y; or

- c.** any other agreement set out below

[set out agreement]

**F.**

- a.** In the event that either X or Y can no longer look after the pet either in their sole care or jointly with the other, they must advise the other as soon as practicable and agree whether either:
- i.** the sole care will pass to the other; or
  - ii.** the sole care will pass to another other than x and Y who will continue to adhere to the care of the pet; or
  - iii.** X and Y will take advice from a reputable rehoming organisation with regards to rehoming the pet. Or where the pet has a monetary value, sale to be agreed with the pet's welfare as a priority and the proceeds divided either equally or as set out above; or
  - iv.** that X or Y will buy out the share of the other

Such notice to be given either orally or in writing to the other.

- b.** In the event that the parties agree either to the transfer of the pet to the other, or the sale of the pet, X and Y shall within fourteen days agree the value of the pet which either party can purchase or in the event of a dispute the value shall be ascertained or in the case of a pedigree pet by the breeder. If neither party wishes to buy the other's interest or care for the pet, they should seek advice from a responsible rehoming charity/agree on rehoming of the pet.
- c.** If during the course of the caring for the pet, the pet is absolutely transferred by one to the other the parties will agree either:
- i.** that they will still jointly remain liable for any expenditure; or
  - ii.** that X or Y will indemnify the other absolutely against any liabilities; or



- iii. any other agreement as set out below

[set out agreement]

### Ending of Deed

This Deed will end either:

- i. by agreement between the parties; or
- ii. by the parties adopting or varying the same upon divorce or dissolution of civil partnership. The parties will incorporate the terms or a varied version into a Consent Order following divorce or dissolution to be approved by the Court

**Note:** Both parties accept that the Court may not recognise all the terms set out and to ensure that the parties wishes are dealt with, a copy of this agreement or varied version can if so desired be attached to any such Order.



Both X and Y agree that this Deed of Agreement can be varied by them by agreement. Such agreement should be in writing as an addendum to this deed and then be said to form part of it.

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

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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. It is 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.