

PETREHOMER CUSTOMER SERVICES AGREEMENT

This notice is made, and these terms are published by Charity Buddy CIO, a charitable incorporated organisation registered on the charities register with number 1189284, incorporated in England and Wales with company number CE021711, whose address is Maple Farm, Rosemary Lane, Alfold, Cranleigh, GU6 8EZ, email address is info@petrehome.org, and telephone number is 07387 554568. Our website to which these terms of business refer is located at www.petrehome.org (**Website**). Charity Buddy CIO is currently not registered for VAT.

These terms are important because, when you accept them during the registration process, they create a binding agreement between you and us and certain terms are enforceable by other users who are interested in adopting your Pet (as defined below), and vice versa where you are interested in adopting another user's Pet. If you are in any doubt about what these terms mean, you should seek legal advice.

We will keep a copy of the Agreement (as defined below) for our own purposes, but the filed copy will not be accessible by you. Accordingly, you are advised to download and retain a copy for your records.

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in Schedule 1 (*Glossary*) apply.
- 1.2 References to **we** or **PetRehomer** are to Charity Buddy CIO, and to **you** are to the person whose details are loaded into the Platform during the registration process, and similar expressions shall be construed accordingly.

2. DURATION

The Agreement comes into force when you accept these terms when registering on the Platform (**Commencement Date**) and remains in force until you cancel your registration in accordance with the Guide or, if earlier, we discontinue the Service.

3. SERVICE

3.1 Scope

- 3.1.1 Subject to the Agreement, for so long as we make available the Service you may use it and we will conduct Rehoming Enquiries for the exclusive benefit of the Re-homer in connection with the Purpose.
- 3.1.2 The Service is intended for use by individuals in their private capacity and nothing in the Agreement obliges PetRehomer to deal with a legal person such as a company or with any person who is or may be acting in the course of a business.

3.2 Grant of licence by us

- 3.2.1 Subject to compliance by you with the Agreement, PetRehomer hereby grants you a non-exclusive, non-transferable, and personal licence to use the Service for any one or more of the following purposes only:

- (a) in accordance with the Guide, to upload to the Platform and publish on the Website details of your Animal of which you are the owner, which are accurate, complete, and not misleading to any reasonable person;
- (b) as a Re-homer, to communicate with Adopters in relation to their interest in adopting your Pet; and
- (c) as an Adopter, to communicate and plan with a Re-homer for the adoption of their Pet.

3.2.2 Nothing in this Agreement removes the need for you to acquire at your cost the necessary rights to use any other software, works or materials, services, or equipment required for the use of the Service in accordance with the Agreement.

3.3 Protection of our interest in the Platform

3.3.1 You must not:

- (a) except to the extent permitted by Regulations, adapt, translate, arrange, or alter the Platform, reverse engineer, decompile or disassemble the Platform;
- (b) do any unauthorised act in relation to the Service;
- (c) circumvent or avoid the use of any security device or process designed to protect against unauthorised or unlawful use of the Service or the Platform;
- (d) use the Service for the benefit of any third party (other than someone who would otherwise be entitled to use the Service), including for, or in connection with, the provision of services which consist in whole or part in the use of the Service; or
- (e) use the Service otherwise than for the Purpose in accordance with the Agreement.

3.3.2 References in the previous clause to the doing of any act includes any attempt to do so, or to cause or permit any third party to do, or to attempt, the act in question.

3.4 The role we fulfil

Except where PetRehomer conducts Rehoming Enquiries, our role is to make available the Service for the Purpose only, and no undertaking is given, or responsibility is assumed, in connection with your dealings with a Re-homer or Adopter (as appropriate) or any other third party in relation to the Service, or an Animal advertised on the Website, in respect of which (as between us) you assume all responsibility, risk, and costs.

3.5 Rehoming Enquiries

3.5.1 Where we have received the Adoption Fee on account from the Adopter in relation to the possible adoption of your Pet (but not otherwise), we shall conduct the Rehoming Enquiries in relation to the Adopter within a reasonable time and by notice advise you as to one of the following outcomes:

- (a) we have no reason to believe that the Adopter will provide an unsuitable home for your Pet;
 - (b) we have no reason to believe that the Adopter will provide an unsuitable home for your Pet provided the safeguards described in the notice are made or taken (as appropriate); or
 - (c) we do not believe that the Adopter will provide a suitable home for your Pet,
- and in arriving at this decision we do not consider, nor does our decision express an opinion on, the suitability of a Pet for the use or enjoyment of any individual.

3.5.2 If we receive information or another communication from a third party relevant to the performance of Rehoming Enquiries (**Relevant Communication**), to the extent that the Relevant Communication is not manifestly erroneous, we may rely and act on the Relevant Communication as being accurate and complete without further enquiry.

3.5.3 We will conduct Rehoming Enquiries within a reasonable time and with reasonable care and skill and provide our decision based on the information made available to us (which you acknowledge may be incomplete, inaccurate, or misleading) and the circumstances of which we are actually aware.

3.5.4 Save as provided in the previous clause, we undertake no duty of care in relation to Rehoming Enquiries or other responsibility to you (whether as an Adopter, Re-homer, or otherwise) in relation to the Rehoming Enquiries, make no representation and give no warranty, undertaking or other assurance as to the quality of the Rehoming Enquiries or the timeliness of them, except that nothing in the Agreement affects our liability to the extent the liability may not be excluded or limited by law.

3.6 **Grant of licence by you**

You hereby grant us a non-exclusive licence to use, copy, and publish on the Website the Content for the purpose of the Service.

3.7 **Reporting misconduct**

3.7.1 If any of the following applies in the course of using or in connection with the Service:

- (a) you communicate and transact with anyone who you feel is acting or has acted inappropriately, including anyone who engages in offensive, violent, or sexually inappropriate behaviour;
- (b) you suspect a person may be attempting to steal from you; or
- (c) engages in any other disturbing conduct,

you should immediately report such person to the appropriate authorities and then to PetRehomer by contacting us with your police station and crime report number.

- 3.7.2 Your report will not obligate us to take any action beyond that required by Regulations or cause us to incur any liability to you.

4. REHOMERS

4.1 When do you become a Re-homer?

- 4.1.1 You become and remain a Re-homer in relation to your Animal once you have uploaded to the Platform the details required by the Guide and afterwards until you have removed all of the Content in relation to that Pet.
- 4.1.2 You may remove your Content in relation to a Pet from the Platform in accordance with the Guide at any time and, once you have completed the procedure to do so set out in the Guide, you cease to be a Re-homer in relation to that Pet; if you have more than one Pet advertised on the Website, by removing Content applicable to one Pet you remain a Re-homer in relation to any other Pet (until the applicable Content is removed).
- 4.1.3 You are not obliged to rehome your Pet and may terminate your dealings with an Adopter at any time by notifying us and the Adopter via the Platform, but termination does not affect your use of the Service as a Re-homer in relation to the Pet and other users of the Service.

4.2 What are the obligations of a Re-homer?

The following provisions of this clause set out your obligations under the Agreement as a Re-homer.

- 4.2.1 Where you elect to proceed with the adoption of your Pet with a user of the Service, you must send an Adoption Notice to us and to that person.
- 4.2.2 You must be honest with the Adopter and us at all times and use your reasonable endeavours to answer any questions the Adopter may ask you in relation to your Pet, but you do not have to incur expense or give to the Adopter any other valuable consideration, nor must you accept any money or other valuable consideration for the adoption of your Pet.
- 4.2.3 You must comply at all times with our Acceptable Use Policy, and you must immediately amend or remove Content which you know violates or may reasonably be understood or taken to violate our Acceptable Use Policy.
- 4.2.4 You must preserve and maintain all Pet Documents relating to your Pet in your possession or control and maintain vaccinations (if any) up to date.
- 4.2.5 You may deal with more than one person as an Adopter at a time in relation to the same Pet, but you must only agree with one of them to adopt your Pet, and where you do so, you must promptly notify the other Adopters in accordance with clause 4.1.3.

- 4.2.6 You must not go to the home of the Adopter unless you have previously disclosed to the Adopter the purpose of your visit and who may accompany you, the Adopter has consented in writing, and you act in accordance with that consent.
- 4.2.7 You must comply with the arrangements in relation to Completion in accordance with clause 6 (*Completion*).
- 4.2.8 You guarantee that, on Completion, you either own the Pet and your transfer of ownership is free of all rights of any third party or you have the right on behalf of the owner to transfer ownership and that the transfer of ownership on the owner's behalf is free of all rights of any third party.

5. **ADOPTERS**

5.1 **When do you become an Adopter?**

- 5.1.1 You become an Adopter in relation to a Pet which you have expressed interest in adopting from the moment you receive an Adoption Notice in relation to that Pet until Completion in relation to that Pet or, if earlier, where your dealings with the Re-homer are terminated.
- 5.1.2 You are not obliged to adopt any Pet, may deal with more than one Re-homer at a time, and may terminate your dealings with a Re-homer at any time by notifying us and the Re-homer via the Platform.
- 5.1.3 It is the responsibility of the Adopter to collect the Pet in accordance with arrangements agreed with the Re-homer.

5.2 **What are the obligations of an Adopter?**

The following provisions of this clause set out your obligations under the Agreement as an Adopter.

- 5.2.1 You must pay the Adoption Fee in accordance with clause 7 (*Adoption Fee*).
- 5.2.2 You must be honest with the Re-homer and us and must comply at all times with our Acceptable Use Policy (as applicable) and the information you provide must be at the time and maintained accurate, complete, and not misleading to a reasonable person.
- 5.2.3 You must comply with the arrangements in relation to Completion in accordance with clause 6 (*Completion*).
- 5.2.4 You must notify us via the Platform in accordance with the Guide that the adoption of the Pet has been completed (**Completion Notice**).
- 5.2.5 You guarantee that, on Completion, you are entitled to own and shall keep the Pet for your personal use and enjoyment and not for the purposes of bloodsports, including dog fighting, badger baiting, hare coursing, or for racing, hunting other animals, being used as a guard dog, or for resale or otherwise in connection with a business.

6. **COMPLETION**

- 6.1 The transfer of ownership of your Pet to the Adopter is a gift, which is complete when physical possession of the Pet is given to the Adopter and the Adopter accepts delivery.
- 6.2 The Re-homer is not obliged to deliver the Pet and the Adopter is not obliged to accept delivery.
- 6.3 With effect from Completion, neither the Re-homer nor the Adopter has any claim against the other, except in the case of:
 - 6.3.1 the Re-homer, for breach of clause 4.2.8; and
 - 6.3.2 the Adopter, for breach of clause 5.2.5.

7. **ADOPTION FEE**

7.1 **What is the Adoption Fee?**

- 7.1.1 Your use of the Service as a Re-homer is free of charge.
- 7.1.2 Where you are an Adopter and adopt a Pet, you must pay the Adoption Fee, and you do so by making a single payment to us in accordance with the Guide after the issue of the Adoption Notice, which will be held in our client account until Completion occurs in respect of the Pet.
- 7.1.3 When Completion occurs, the Adoption Fee is not refundable and will be transferred into our office account.

7.2 **Loss of Adoption Fee**

- 7.2.1 Where the conditions to which clause 7.2.2 refers have been met, you are deemed to have waived your rights in the Adoption Fee (if any) held by us pending Completion, we are entitled to it for our charitable purposes, and we may transfer the Adoption Fee to our office account.
- 7.2.2 The conditions to which this clause refers are:
 - (a) we have attempted to return the Adoption Fee unsuccessfully on not less than two occasions, including having sought to trace and communicate with you at the last known contact details we keep on the Platform; and
 - (b) twelve (12) months have elapsed since our first attempt to do so.

7.3 **Return of Adoption Fee**

If either the Re-homer or Adopter decides not to continue with the adoption of the Pet and has communicated their decision to us and the Adopter or the Re-homer respectively via the Platform (**Withdrawal Notice**), we will refund the Adoption Fee (excluding interest) within ten (10) Business Days.

7.4 **Payment**

- 7.4.1 All payments shall be made by direct credit for same day value to the bank account identified on our demand for payment via the Platform or otherwise set out in the Guide.
- 7.4.2 If and from when PetRehomer is registered for VAT, the Adoption Fee is exclusive of value added tax, which shall be added to the Adoption Fee (where applicable) and paid by you in accordance with this clause (as it applies to the Adoption Fee).

7.5 **Interest on Adoption Fee**

To contribute to our costs of providing the Service, you are not entitled to interest on the whole or part of the Adoption Fee, and we may from time to time transfer any accumulated interest in our client account to our office account.

8. **PERFORMANCE OF THE SERVICE**

8.1 **Availability and quality**

The Service is available in such form as we release from time to time, and we give no assurance (whether by way of representation, warranty, undertaking or otherwise) as to the operation, availability, quality, conformance to description or sample, functionality, or performance, of the Service or the Platform.

8.2 **Suspension of the Service**

We may suspend the access to or use of the Service if we determine that use of the Service:

- 8.2.1 is in breach of the Agreement;
- 8.2.2 poses a security risk;
- 8.2.3 is adversely impacting or may adversely impact (as appropriate) the Service or any service provided by us to a third party;
- 8.2.4 is in breach of Regulations; or
- 8.2.5 where we determine that it is in our legitimate interests to do so.

9. **USE OF THE SERVICE**

9.1 In whatever capacity you use the Service (in addition to your obligations as a Re-homer or an Adopter), you must:

- 9.1.1 do so in accordance with Regulations;
- 9.1.2 use all reasonable means to prevent unauthorised or illegal use of your account on the Platform;

- 9.1.3 take responsibility for all access to and use of the Service on or through your account, whether or not by you or authorised by you.
- 9.2 If any passwords or other security information relating to your account is disclosed or used without authorisation, or there are reasonable grounds to believe that to be the case, you must notify us immediately, giving reasonable details of the circumstances, including the information the security, integrity, and confidentiality of which has or may have been compromised.
- 9.3 We may at any time remove, take-down, or delete from the Platform any Content or material for any reason.
- 9.4 We may report suspicious listings to the police and other appropriate agencies.

10. TERMINATION

10.1 Withdrawal of the Service

We may at any time discontinue the Service, in which case:

- 10.1.1 we shall provide as much notice as is reasonable up to sixty (60) days; and
- 10.1.2 the Agreement terminates on the date of discontinuance.

10.2 Termination for breach

We may by giving notice to you terminate the Agreement as from the date of expiry of the notice if you commit a breach of the Agreement which, in the case of a breach capable of remedy, is not remedied within thirty (30) days after we have given you notice containing details of the breach and requiring the breach to be remedied.

10.3 Your right to terminate the Agreement

You may terminate the Agreement by notice to us at any time.

11. CONSEQUENCES OF TERMINATION

11.1 Accrued rights and survival

Termination of the Agreement:

- 11.1.1 does not affect the rights or liabilities of the parties which have accrued in accordance with this clause or otherwise have accrued due on or before termination;
- 11.1.2 is without prejudice to any other rights that any party may have; and
- 11.1.3 does not affect the continuance in force of clauses 3.5.4, 13 (*Confidentiality*), 14 (*Intellectual Property Rights*), and for so long as we process Relevant Personal Data, 15 (*Data protection*), which survive termination of the Agreement.

11.2 Destruction of Content

You hereby instruct us to delete all Content from the Platform promptly after termination of the Agreement or, if later, the expiry of the period of three (3) months to which clause 11.3 (*Use of the Service*) refers with the exception of data held in automatically generated archive or back-up libraries, which we may retain in accordance with Regulations but not access except in accordance with Regulations and otherwise with your consent.

11.3 Use of the Service

Your right to use the Service ceases on termination of the Agreement, other than during the period of up to three (3) months after termination when you may continue to use the Service to complete any adoption process underway on the date of termination.

11.4 Dealing with the Adoption Fee

Where the Agreement terminates for any reason, we will deal with the Adoption Fee (as appropriate) in accordance with clause 7 (*Adoption Fee*).

12. WARRANTIES

12.1 Each party warrants to the other that it has full right, power, and authority to enter into and perform its obligations under the Agreement.

12.2 When acting as an Adopter, you warrant that you are at least eighteen (18) years of age.

12.3 All warranties, conditions or terms not set out in the Agreement which would otherwise be implied or incorporated into the Agreement by statute, common law or otherwise (other than as to title to goods) are hereby excluded except to the extent they may not be excluded or limited by law.

12.4 Nothing in the Agreement affects your statutory rights as a consumer.

13. CONFIDENTIALITY

13.1 Each of us undertakes to the other in relation to the Confidential Information of the other:

13.1.1 to keep confidential all Confidential Information;

13.1.2 not to disclose Confidential Information without the other's prior written consent except (in our case) to our directors, employees, and contractors who have a need to know the Confidential Information for the performance of their duties; and

13.1.3 not to use Confidential Information except for the Purpose.

13.2 The provisions of previous clause do not apply to Confidential Information to the extent that it is or was:

13.2.1 in the public domain other than because of a breach of the Agreement;

13.2.2 already in the possession of the other free of any duty of confidentiality on the date of disclosure;

13.2.3 required to be disclosed:

(a) pursuant to Regulations;

(b) in connection with proceedings before a court of competent jurisdiction or under any court order or for the purpose of receiving legal advice,

but only to the extent and for the purpose of that disclosure.

13.3 Each party acknowledges that Confidential Information is valuable and that damages might not be an adequate remedy for any breach of this clause and accordingly a party will be entitled, without proof of special damage, to an injunction and other equitable relief for any actual or threatened breach of this clause.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 Ownership

14.1.1 You acquire no right, title, or interest in or to the Service or the Platform, or any of the Intellectual Property Rights subsisting in or relating to the Service or the Platform, which (as between you and us) are owned by us and all rights are reserved by us save as set out in the Agreement.

14.1.2 We acquire no right, title, or interest in or to the Content, or any of the Intellectual Property Rights subsisting in or relating to the Content, which (as between you and us) are owned by you and all rights are reserved by you save as set out in the Agreement.

14.2 Non-infringement

14.2.1 We guarantee that your use of the Service and the Platform will not infringe any Intellectual Property Rights.

14.2.2 If an infringement to which the previous clause refers occurs or may occur, we may at our discretion and expense:

(a) procure for you the right to continue using the Service in accordance with the Agreement; or

(b) render the Service non-infringing.

14.2.3 If you receive a claim that your use of the Service infringes any Intellectual Property Rights, you must notify us immediately, not admit liability or prejudice our handling and defence of the claim, allow us to control the conduct of the claim in your name, and give us all assistance that we may reasonably require in doing so.

- 14.2.4 You guarantee to us that our hosting and publication of the Content for the Purpose will not infringe the Intellectual Property Rights nor any other rights of anyone else.
- 14.2.5 If we receive a claim that the Content infringes the Intellectual Property Rights or any other rights of anyone else, we can remove the Content from the Platform and the Website.

15. DATA PROTECTION

15.1 Our respective roles

- 15.1.1 All processing of any personal data stored or processed on the Platform by you in connection with your participation in the Purpose with respect to an Animal is purely for personal reasons and is not subject to Data Protection Regulations.
- 15.1.2 Where we process personal data in connection with the Purpose (as more particularly described in our [privacy policy](#)):
 - (a) other than to provide you with the means of processing personal data in connection with the Purpose, we do so for our own purposes as controller; or
 - (b) to provide you with the means of processing personal data in connection with the Purpose, we do so as your processor,and shall do so in accordance with Data Protection Regulations.
- 15.1.3 You are responsible for retrieving and deleting Relevant Personal Data, subject to your instruction to us in clause 11.2 (*Destruction of Content*).
- 15.1.4 The following provisions of this clause apply where we process personal data as your processor whilst providing the Services.

15.2 Scope of the processing

In relation to your use of the Services, the details of the processing are as follows:

- 15.2.1 the subject matter of the processing is Relevant Personal Data;
- 15.2.2 the duration of the processing is determined by your use of the Service;
- 15.2.3 the nature and purpose of the processing is the processing that is reasonably required to provide the Service in connection with the Purpose;
- 15.2.4 the type of personal data to be processed is Relevant Personal Data as determined by you; and
- 15.2.5 the categories of the data subjects are Re-homers, Adopters, and other persons using the Service in connection with the Purpose (as appropriate).

15.3 Documented instructions

- 15.3.1 Subject to clause 15.3.3, we shall, and shall procure that any person doing so under our authority shall, process Relevant Personal Data for the Purpose in accordance with your documented instructions only; the processing of Relevant Personal Data in accordance with the provision of the Service is deemed to be in accordance with those instructions.
- 15.3.2 We shall immediately inform you if, in our opinion, your instructions would breach Data Protection Regulations having regard to the information of which we are aware.
- 15.3.3 Clause 15.3.1 does not apply to processing which we or any person doing so under our authority is obliged to perform under Regulations, provided that reasonable prior notice of the Regulations is given to you by us except where and to the extent Regulations prohibit the giving of notice on the grounds of important public interest.
- 15.3.4 You hereby authorise us, Relevant Personnel, and Sub-processors identified in our Privacy Policy at the Commencement Date to process Relevant Personal Data as part of the Service and the Rehoming Enquiries (as appropriate) in accordance with the Agreement.

15.4 Security

- 15.4.1 We will establish and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk arising from the processing of the Relevant Personal Data considering (amongst other things) the state of the art and the cost of implementing the measures, including (as appropriate):
- (a) the pseudonymisation and encryption of personal data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; and
 - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident,
- and shall regularly test, assess, and evaluate those measures.
- 15.4.2 We shall:
- (a) take reasonable steps to ensure the reliability of Relevant Personnel and that they process Relevant Personal Data in relation to the Service strictly in accordance with the Agreement;
 - (b) ensure that Relevant Personnel have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (c) provide training for Relevant Personnel so that they are aware of our obligations under Data Protection Regulations and inform them of the importance of guarding

against accidental, unauthorised, or unlawful processing of, access to, loss of, or damage to personal data;

- (d) have in place disciplinary procedures in respect of non-compliance with relevant data protection requirements and standards; and
- (e) appoint a person to be responsible for security and data protection matters and provide the name of the person to you on request.

15.5 Support

15.5.1 We shall without undue delay, and in any event no later than reasonably required to enable you to fulfil your duties under Data Protection Regulations:

- (a) provide such information as you may reasonably require in relation to Relevant Personal Data or its processing;
- (b) allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you, subject to such safeguards as we may require (acting reasonably) to protect the confidentiality and security of our systems and data, the data of other users, and the safety of our premises and staff;
- (c) pass on to you any enquiries or communications (including subject access requests) from data subjects relating to their Relevant Personal Data or its processing; and
- (d) report to you any security incidents or breaches relating to the Relevant Personal Data and provide such information as you may reasonably require in relation to the incident or breach.

15.5.2 Subject to paragraph 15.5.1, we shall assist you with:

- (a) the conduct of a data protection impact assessment in relation to Relevant Personal Data; and
- (b) responding to requests of data subjects to exercise their rights in respect of the processing of their Relevant Personal Data,

subject to payment of a reasonable charge in respect of such assistance.

15.6 Sub-processors

15.6.1 We are liable for a breach of the Agreement caused by the acts or omissions of third parties who process Relevant Personal Data as part of the Service.

15.6.2 We shall ensure that no authority to process Relevant Personal Data is conferred on:

- (a) a Sub-processor who is or is to be a sub-contractor engaged by us without us (if we have not done so) first entering into a contract with the Sub-processor under which the Sub-processor agrees to comply with obligations the same as those set

out in this Agreement so far as material in relation to the processing of Relevant Personal Data; or

(b) any other Sub-processor except directly or indirectly under such a sub-contract.

15.6.3 The third parties on which we rely from time to time to process Relevant Personal Data are included in the Privacy Policy.

15.6.4 If you do not consent to the appointment of a third party under clause 15.6.2 within fourteen (14) days after we have asked you for consent in writing, we may terminate the Agreement by giving not less than thirty (30) days' notice to you.

15.7 Overseas transfers

Except on documented instructions from you, we must not transfer any Relevant Personal Data to any country or territory outside of the UK or to any international organisation, and any transfer that does take place shall not place you or us in breach of Data Protection Regulations.

16. FORCE MAJEURE

If a party is prevented, hindered, or delayed from or in performing any of its obligations under the Agreement by a Force Majeure Event then that party's obligations under the Agreement shall be suspended for so long as the Force Majeure Event continues and to the extent that party is so prevented hindered or delayed.

17. RIGHTS OF THIRD PARTIES

17.1 Except as provided in the Agreement, the Agreement does not create, confer, or purport to confer any benefit or right enforceable by any person not a party to it.

17.2 The following are beneficiaries under the Agreement or the provision to which this clause refers (as appropriate), and may enforce the benefit of it under the Contracts (Rights of Third Parties) Act 1999, except that the parties are entitled to rescind or vary the Agreement without the consent of the third party:

17.2.1 Adopters in relation to your Pet, clause 4.2 (*What are the obligations of a Re-homer?*);

17.2.2 Re-homers in relation to your interest in adopting their Pet, clause 5.2 (*What are the obligations of an Adopter?*).

18. NOTICES

18.1 Any notice to be given under the Agreement shall be in writing, and shall either be delivered by hand, e-mail or sent by first class pre-paid post (or in the case of overseas post, by airmail); delivery by courier shall be regarded as delivery by hand.

18.2 Notices (other than notices sent via e-mail) shall be sent to the registered office or principal place of business of the relevant party to the Agreement, marked for the attention of the company secretary or other officer of the party.

18.3 A notice shall be deemed to have been served if:

- 18.3.1 delivered by hand at the address provided for by clause 18.2, at the time of delivery;
- 18.3.2 sent by first class pre-paid post to the address provided for by clause 18.2, at the expiration of two (2) Business Days after the time of posting;
- 18.3.3 sent by airmail to the address provided for by clause 18.2, at the expiration of seven (7) Business Days after the time of posting; or
- 18.3.4 sent by e-mail (with receipt confirmed), immediately, except that if the e-mail produces an automated response reporting a failure to deliver, delayed delivery to the intended recipient, or an "out of office" (or similar) notification, the notice shall not be taken to have been served.

18.4 If a notice would otherwise be deemed to have been delivered outside working hours (being 9.00 am to 5.00 pm) on a Business Day under the preceding provisions of this clause, it shall be deemed to have been delivered at the opening of such normal working hours on the next Business Day.

18.5 Either of us may notify the other of a change to our name, relevant person, or address for the purposes of this clause, provided that such notification shall only be effective on the date specified in the notification as the date on which the change is to take place, or if no date is specified or the date specified is less than seven (7) Business Days after the date on which notice is deemed to have been served, the date falling seven (7) Business Days after notice of any such change is deemed to have been given.

18.6 For the avoidance of doubt, the provisions of this clause do not apply in relation to the service of any claim form, application notice, order, judgment, or other document relating to or in connection with any proceedings.

19. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior statements and other representations, agreements, understandings, and other dealings made by or involving the parties or any third party relating to its subject matter, except that nothing in the Agreement affects the liability of a party for fraudulent misrepresentation.

20. AMENDMENTS

We may from time to time amend these terms as we consider necessary (acting reasonably) to reflect best practice in relation to the Purpose, and any such amendment shall take effect from the date on which the revised form of the document is first made available for inspection by us on the Website.

21. RIGHTS ARE CUMULATIVE

The rights of the parties under the Agreement are cumulative and (unless otherwise provided in the Agreement) are not exclusive of any rights provided by law or in the Agreement.

22. FURTHER ASSURANCE

Each party shall at the request and cost of the other execute all deeds and other documents and do all things that the other may require (acting reasonably) to give effect to the Agreement.

23. WAIVER

No failure or neglect by a party to enforce rights under the Agreement is to be construed as or deemed to be a waiver of those rights and does not affect the validity of the whole or part of the Agreement nor prejudice that party's other rights; a waiver by a party of its rights under the Agreement is not a waiver of any other right.

24. INVALIDITY

A provision of the Agreement, which is held to be illegal, invalid, or unenforceable is, to that extent, excluded from the Agreement and the legality, validity, and enforceability of the remainder of it is unaffected.

25. ASSIGNMENT

A party must not assign, transfer, charge, dispose of, or in any other way deal with its rights under the Agreement without the prior written consent of the other.

26. SUB-CONTRACTING

A party must not sub-contract its obligations under the Agreement without the prior written consent of the other, except that we may sub-contract the hosting and support of the Platform.

27. NO PARTNERSHIP

By virtue of the Agreement, the parties are not agreeing to share profits nor create a partnership between them.

28. GOVERNING LAW

The Agreement, and any non-contractual obligations in connection with the Agreement, shall be governed by and construed in accordance with English law.

29. JURISDICTION

The courts of England and Wales have exclusive jurisdiction to hear and determine any action, suit, or proceedings, and to settle disputes, which may arise out of or in connection with the Agreement; the parties irrevocably submit to such exclusive jurisdiction and waive any objection to such jurisdiction on the grounds of venue or that proceedings have been brought in an inconvenient forum.

SCHEDULE 1

Glossary

1. DEFINITIONS

Unless the context otherwise requires, expressions in bold (other than headings) in the body of this document have the meaning given to them and the following definitions apply:

Acceptable Use Policy means our policy from time to time applicable to use of the Service and your dealings with other users of the Service, the current form of which is set out in Schedule 2 (*Acceptance Use Policy*).

Adopter means you when you have expressed interest in adopting an Animal advertised for rehoming on the Website, or anyone else using the Service in a similar way (as the context requires).

Adoption Fee means, in relation to a Pet, the adoption fee advertised on the Website.

Adoption Notice means, in relation to a Pet, a notice from a Re-homer sent via the Platform in accordance with the Guide that they wish to proceed with a user of the Service for the adoption of the Re-homer's Pet.

Agreement means the binding contract that is made between us when you accept these terms during the registration process and incorporates these terms, the Acceptable Use Policy, the Guide, and the Privacy Policy.

Animal means any animal that may be re-homed from time to time using the Service, more particularly described in the Guide.

Business Day means Monday to Friday excluding public and bank holidays in England and Wales.

Completion means completion of the transfer of ownership of a Pet in accordance with the Agreement.

Confidential Information means all our or your information which comes into the possession of the other pursuant to the Agreement, whether orally, or in documentary, electronic or other form, including in our case, the Platform.

Content means data, including text, images, and videos in relation to an Animal uploaded by you to the Platform.

Data Protection Regulations means Regulations relating to data protection and information privacy.

Force Majeure Event means any event which is beyond the reasonable control of a party and which event affects that party's performance, including acts of God, war, terrorism, fire, and natural disasters, which could not have been, or the effects of which could not have been, avoided in accordance with reasonable care and skill, excluding insufficiency of funds.

Guide means the detailed arrangements for the operation and use of the Service in such form as we publish from time to time on the Platform.

Intellectual Property Rights means any and all patents, trade marks, business names, copyright, moral rights, database rights, rights in designs, rights in inventions, and any and all other intellectual property rights, whether or not registered or capable of registration and whether subsisting anywhere in the world and including all applications and rights to apply for any of them together with all or any associated goodwill.

Pet means your Animal to which the Content refers, or any other Animal advertised for rehoming on the Website from time to time (as the context requires).

Pet Documents means documents in your possession or control relating to the Pet, including pedigree and medical history.

Platform means our proprietary pet adoption platform in such form as we may release from time to time.

Privacy Policy means our [privacy policy](#).

Purpose means the safe rehoming of Animals to individuals who will provide a loving home.

Regulations means all legislation, and all rules or regulations of any kind, including orders, instructions or directions of a competent authority, and all related official guidance, whether enacted or enforced by any competent authority.

Re-homer means you when you have uploaded Content in relation to an Animal, or anyone else using the Service in a similar way (as the context requires).

Rehoming Enquiries means enquiries into whether an Adopter will provide a suitable environment to adopt an animal in accordance with the Purpose, more particularly described in the Guide, excluding research regarding the Animal, the Content, or the background of any Animal.

Relevant Personnel means our representatives and personnel who have access to Relevant Personal Data.

Relevant Personal Data means personal data that is uploaded to the Platform by you or on your behalf or is otherwise processed by you in connection with your use of the Service in connection with the Purpose.

Service means access to the Platform.

Sub-processor means any legal or natural person proposed to be authorised or authorised (as appropriate) to process Relevant Personal Data from time to time with your consent, including a sub-contractor of ours and any other third party which is a party to a contract under which such processing is authorised to take place.

2. REFERENCES

2.1 The headings are for convenience only and do not affect the interpretation of the Agreement, and references to:

- 2.1.1 words and phrases that are defined in Data Protection Regulations have the meaning in the Data Protection Regulations, including **personal data, processing, disclosure, controller, and processor**;
 - 2.1.2 **clauses** and the **Schedules** are to clauses of, and the schedules to, the Agreement;
 - 2.1.3 **includes** or **including** mean that the following words are to be construed without limitation to the generality of the preceding words;
 - 2.1.4 any document (including the Agreement) or a provision of it shall be construed as a reference to that document or provision as amended from time to time by agreement between the parties in accordance with the Agreement;
 - 2.1.5 **writing** includes any method of reproducing words in a legible and non-transitory form, including e-mail;
 - 2.1.6 **rights** includes the rights and remedies of the party in question; and
 - 2.1.7 the singular includes the plural and vice versa.
- 2.2 Where there is a conflict or inconsistency between the clauses and a Schedule, the former prevails to the extent of the conflict or inconsistency.

SCHEDULE 2

Acceptable Use Policy

1. You may not list any Animal that has been found to be “dangerous” or “vicious” by any court of law or government agency. No Animal may pose an imminent threat of serious aggression towards people or other animals nor show (or have shown) any behaviours that could be defined as “dangerous” or “vicious.”
2. You may not submit or publish false, fraudulent, misleading, deceptive or incomplete Content about yourself or your Pet (directly or by omission or failure to update information).
3. You may not submit or publish Content that implies PetRehomer endorsement, partnership or otherwise mislead others as to your affiliation with PetRehomer.
4. You may not submit or publish Content that may dilute, tarnish or otherwise harm the PetRehomer brand in any way, registering and/or using PetRehomer or derivative terms in domain names, trade names, trade marks, or other source identifiers, or registering and/or using domains names, trade names, trade marks, or other source identifiers that closely imitate or are confusingly similar to PetRehomer domains, trade marks, taglines, or promotional campaigns.
5. You may not defame or libel PetRehomer or act in such a way that brings into disrepute the good name of PetRehomer.
6. You may not post, upload, publish, submit, or transmit any Content that is defamatory, obscene, pornographic, vulgar, or offensive; promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; or is violent or threatening or promotes violence or actions that are threatening to any other person, or infringes the property or rights of third parties.
7. You may not express or imply sponsorship or endorsement by other websites.
8. You may not submit or post Content for commercial gain or purpose without PetRehomer’s express prior written permission.
9. You may not use the Service to transmit, distribute, post, or submit any information concerning any other person or entity, including without limitation, photographs of others, personal contact information or credit, debit, calling card or account numbers, without their permission.
10. You may not engage in disruptive, circumventive, abusive, or harassing behaviour in any area or aspect of the Service or the Platform. You may not “stalk” or harass any other user of the Service, the Platform, or the Website, its applications, services, or content, or collect or store any personally identifiable information about any other user other than for purposes of transacting on as a Re-homer or Adopter.
11. You may not solicit any user to join third-party services or websites including those that are competitive to PetRehomer without PetRehomer’s prior written approval.

12. You may not impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity.
13. You may not display any advertisement as part of your Content.
14. You may not use the Service or the Platform in connection with the distribution of unsolicited commercial email (“spam”) or advertisements to other users of the Service or otherwise interfere with other users’ enjoyment of the Service.
15. You may not use the Service or the Platform to find a Re-homer or Adopter and then complete an adoption independent of the Service in order to circumvent the obligation to pay the Adoption Fee or for any other reasons.
16. You may not interfere with or damage our Service or the Platform, including through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology.
17. You may not use automated scripts to collect information from or otherwise interact with the Service or the Platform.
18. You may not post, upload, publish, submit, or transmit any malicious software or data intended to interfere with the operation of the Service or the Platform or any server connected via the Service. This includes computer programming that may systematically retrieve data or other content to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise, viruses, Trojan horses, worms, malware, and spam of any other sort.
19. You may not use, display, mirror or frame the Service or the Platform, or any individual element within the either of them PetRehomer’s name, any PetRehomer trade mark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Website, without PetRehomer’s express prior written consent.
20. You may not access, tamper with, or use non-public areas of the Website, PetRehomer’s computer systems, or the technical delivery systems of PetRehomer’s providers.
21. You may not attempt to probe, scan, or test the vulnerability of any PetRehomer system or network or breach any security or authentication measures.
22. You may not avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by PetRehomer or any of PetRehomer’s providers or any other third party (including another user) to protect the Website, its applications, services, or content.
23. You may not forge or use any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Website, its services, or content or the Service to send altered, deceptive, or false source-identifying information.

24. You may not use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Platform or the Website; collect any information about other users (including usernames and/or e-mail addresses) for unauthorized purposes; reformat or frame any portion of the web pages or site images that are part of the Service or the Platform; or create user accounts by automated means or under false or fraudulent pretences.
25. You may not advocate, encourage, or assist any third party in doing any of the foregoing.
26. You may not knowingly communicate with any user under the age of 18 or submit or post materials specifically intended or designed to attract the attention of children under the age of 18.