

# Under the Willow Tree Rescue Inc.

## Adoption Policy



### Scope:

This Policy applies to all members of Under the Willow Rescue Inc. as well as any persons adopting an animal from the rescue organisation.

### Purpose:

The purpose of this policy is to state the responsibility of the adoption processes, as well as outline the rights and responsibilities of both the members of Under the Willow Tree Rescue Inc. and the applicant/new owner of an adopted animal.

### Definitions:

**Rescue Organisation, Rescue and Organisation** refers to Under the Willow Tree Rescue Inc.

**Adopted Animal** refers to any animals adopted from Under the Willow Tree Rescue Inc.

**Adoption Applicant, New Owner and Owner** refer to the individual adopting a companion animal from Under the Willow Tree Rescue Inc.

**Trial Period** refers to a period of 4 weeks in which an animal adopted from Under the Willow Tree Rescue Inc. can be returned by the new owner to the rescue organisation.

**Change of Circumstance** refers to any circumstances that have happened which leads a new owner to return the adopted animal to Under the Willow Tree Rescue Inc. beyond the trial period.

**Vet Work** refers to any medical procedures done on an animal under the care of Under the Willow Tree Rescue Inc. (generally being vaccinations and desexing).

### Adoptions Policy:

This policy outlines the criteria for adoptions, approval needed, and guidelines, as well as documents available for support during the adoption process.

### Adoption Application Form:

The Adoption Application approved and utilised by Under the Willow Tree Rescue Inc. must be completed by any potential owner of a companion animal with Under the Willow Tree Rescue Inc. unless they are currently an approved foster carer who has already completed a Foster Application Form approved by the organisation.

### Adoption Criteria:

Under the Willow Tree Rescue Inc. offers a fair chance to anyone applying to adopt a companion animal from our rescue organisation regardless of sex, age, race, sexual orientation, religious beliefs, political opinions or any other factors. Online and Printable versions of the Adoption Application Form are available for any persons. The criteria for a successful adoption application is a safe, clean, indoor home space as well as a home and family that are suitable for the animal's needs. Under the Willow Tree Rescue Inc. will refuse an application should there be any grounds for the application to be not suitable for the animal, such as living environment, overall attitude towards the animal's care, as well as concerns for present or future welfare. Under the Willow Tree Rescue Inc. does not adopt any animals to day care centres, schools, universities or tafe colleges, medical facilities, petting farms or any other non residential addresses.

### Adoption Approval:

Any adoptions with Under the Willow Tree Rescue Inc. must be approved by 2 or more of either the organisation's Chairperson, Vice-Chairperson or the Adoptions Coordinator, or one of the former along with 1 other registered Committee Member of Under the Willow Tree Rescue Inc.

### Agreement of Adoption Form:

The Agreement of Adoption Form created, approved and utilised by Under the Willow Tree Rescue Inc. must be completed by the adoption applicant wishing to adopt an animal from Under the Willow Tree Rescue Inc. This form acts as an acknowledgement of financial responsibility and the adoption of the animal, as well as trial period and change of circumstances rights for the adoption applicant adopting an animal from the rescue organisation. The person completing this form is considered the companion animal's new owner.



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### Adoption Fee:

Under the Willow Tree Rescue Inc. requires an Adoption Fee payment for any animal to be adopted from the organisation. The Adoption fee is outlined in the Adoption Application Form, the Adoption Information Pack or as quoted by Under the Willow Tree Rescue Inc. This adoption fee balances out any necessary vet work that has been completed on animals, medical care for all animals, supplies for all animals, as well as supports the overall operations of the rescue organisation. Our adoption fees are outlined below:

Single Rabbit - \$250 per Rabbit (if under 6 months old, this includes prepaid desexing). Under the Willow Tree Rescue Inc. reserves the right to increase the adoption fee depending on the breed of the rabbit.

Bonded Pair or Trio of Rabbits - \$400 as a pair or trio.

Guinea Pigs - \$40 for a single, \$60 for a pair, \$80 for 3 or more. (Fees may change if desexed).

Birds and Other Exotics - Species dependant.

### Adoption Fee Discounts, Adjustments or Updates:

The adoption fee of an animal with Under the Willow Tree Rescue Inc. may be increased or reduced from the standard pricing under factors such as length of time within rescue as well as the breed of the animal. In order to change the adoption fee for any animal, a representative of Under the Willow Tree Rescue Inc. must present a request for the change of the animal's adoption fee to the organisation's committee for approval by the committee before the change is made.

Any adjustments of the adoption fee must be quoted to any potential new owner before the Adoption Fee Payment is made and the Agreement of Adoption Form is completed.

### Adoption Fee Payment Options & Payment Plan:

Under the Willow Tree Rescue Inc. offers multiple payment options for any persons intending to adopt an animal from our rescue. These payment options include cash, bank transfer, Paypal, Pay in 4 or Partial Payments, credit card. To pay via PayPal, the individual must have a PayPal account and provide their email address linked to this account. An invoice for the adoption fee will be generated and set to the nominated PayPal account for payment. Payments can be made in up to 4 instalments via PayPal. An individual may opt to Pay In 4 when paying the adoption invoice to pay in instalments with PayPal. The Adoption Fee can also be paid in partial amounts via PayPal, with the minimum of each payment being 20% of the animals adoption fee (\$50 for a \$250 fee, or \$100 for \$500 fee). Any persons wishing to us this method must inform Under the Willow Tree Rescue Inc. know if they would like to explore this option. Should any payments be missed, ceased or any persons intending to adopt has a change of mind, Under the Willow Tree Rescue Inc. reserves the right to discretion on refunding any amounts paid. The adoption of the animals is not complete until the person has paid all instalments of a partial payment of the invoice in full to the rescue.

### Adoption Fee Refunding:

Under the Willow Tree Rescue Inc. will return the adoption fee payment paid by an applicant for the adoption of an animal from the rescue organisation should the owner choose not to trial another animal if their originally adopted animal has been returned to Under the Willow Tree Rescue Inc. The return of the adoption fee cannot be initiated until the companion animal is physically returned to an approved representative of Under the Willow Tree Rescue Inc. and the return of adoption fee payment will be handled by the rescue organisation's Treasurer. The rescue organisation's Treasurer reserves the right to request any relevant information such as personal information or financial institution information in order to carry out a refund of the adoption fee. An Adoption Fee Refund will be processed within 1-3 weeks, depending on the financial institution.

### Post Adoption Vet Work:

Under the Willow Tree Rescue Inc. may hold off on providing vet work to an animal under circumstances including the animal's age, health concerns or logistical challenges with foster carers. Should an animal be adopted before any vet work is completed, the remaining work will be booked in with a partnering vet clinic upon adoption. Any remaining vet work will be included and quoted in the adoption fee for the animal. The animal's owner is responsible for ensuring the animal is taken to the vet for this remaining vet work to be completed. Under the Willow Tree Rescue will make reasonable attempt to book this vet work in, should the animal's new owner fail to show up for any appointments or surgeries, or ignore any communication, Under the Willow Tree Rescue Inc. will not take financial responsibility, and may consider this a breach of the Adoption Policy, or a breach of the Adoption Agreement Form with the new owner.



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During this time before any animals have not received their full vet work, including desexing, any new owner or applicant will not use the animal for breeding. If suspected that they are using the animal for breeding Under the Willow Tree Rescue Inc. will require the new owner to return the animal and any offspring to the organisation.

### **Ownership of Animals:**

Once the Adoption Agreement Form, Adoption Fee Payment, and collection of the animal has been completed, all rights and title to the adoption animal is passed from Under the Willow Tree Rescue Inc. to the person completing the Adoption Agreement Form. The adoption animal is not to be sold, adopted or given to another party, nor transfer ownership to any parties, if for any reason the animal can no longer be cared for, the new owner must make reasonable attempt to contact Under the Willow Tree Rescue to return the animal safely. Upon the return of the adopted animal, all rights and title regress back to Under the Willow Tree Rescue.

### **Medical Issues:**

Should any medical issues arise during the trial period of the adopted animal that a veterinarian deems a direct cause from the animals care, or lack of care, during their time in rescue, Under the Willow Tree Rescue Inc. will cover any financial costs for medical attention for the animal up to the value of \$1,000. Under the Willow Tree Rescue Inc. may request any medical notes or invoices relating to the animal before covering any financial costs. This does not include any medical issues arising due to any prior works at veterinary clinics, or factors beyond the rescue organisation's control such as animal behaviour or underlying conditions; or any vet work done to the animal that Under the Willow Tree Rescue Inc. were not aware of or did not consent to. Under the Willow Tree Rescue Inc. reserves the right to cover financial costs for anything outside of this on a discretionary basis.

### **Trial Period:**

Under the Willow Tree Rescue Inc. offers a trial period of 4 weeks for all new owners who have adopted a companion animal from the rescue organisation. This allows a 4 week cooldown so should the new owner feel it is not working out then they can return the adopted animal to the rescue, for whatever reason, to either trial another companion animal from Under the Willow Tree Rescue Inc. or receive a refund of the adoption fee paid to the rescue for the adopted companion animal. Adoption Fee Payment and the Agreement of Adoption form must be completed in order for a trial period to become affective. The adoption applicant/new owner must make reasonable contact to Under the Willow Tree Rescue Inc. within the 4 weeks of the trial period in order for a Trial Period Return Process to be initiated. If the owner does not initiate contact until after the 4 week trial period, the return of the animal will be treated as a change of circumstance, and as such a refund of adoption fee or trial of another animal will not be offered.

### **Change of Circumstances:**

Animals originally adopted from Under the Willow Tree Rescue Inc. may be returned to the rescue organisation for any reason by the owner at any point in the animals life and is not limited by time. This change of circumstances also branches out to any bonded animals who are a companion to the adopted animal being returned to Under the Willow Tree Rescue Inc. Any animals being returned to the rescue by an owner must be returned using the change of circumstance section of the Surrender Process

### **Release/ Indemnity:**

From the date that an adopted animal is collected by the persons completing the Adoption Agreement Form, the new owner agrees to indemnify Under the Willow Tree Rescue Inc. as well as it's directors, representatives and volunteers against all liability costs including losses, injuries, damages or for the spread of any contagious disease, virus, infection or illness that any animal may have through the duration of the animal's time in rescue. By completing the Adoption Agreement Form, the applicant/new owner agrees to release Under the Willow Tree Rescue Inc. as well as it's directors, representatives and volunteers against any damages and expenses that you may incur in defending any claim by a third party.

Any adopted Under the Willow Tree Rescue Inc. animal may have been at any time exposed to dangerous or unhealthy environments that have potentially had lifelong effects on the adopted animal. Under the Willow Tree Rescue Inc. makes no warranties or health and temperament guarantees of any adopted animal.



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### **Record of Information:**

Under the Willow Tree Rescue Inc. may keep information on record regarding the animal adopted, personal information regarding the adoption applicant/new owner, as well as information relevant to the adoption process of the animal. This information is kept private and not distributed outside of any representatives of Under the Willow Tree Rescue Inc. unless for any reasons of a legal or animal welfare nature.

### **Contact:**

Under the Willow Tree Rescue Inc. may contact the adoption applicant/new owner at any given time (during reasonable hours) regarding the animal to ensure its overall welfare and wellbeing. When attempting to resolve any enquiries, processes or disputes, Under the Willow Tree Rescue Inc. may cease contact due to lack of return correspondence or due to abuse or harassment towards any representatives.

### **Responsibilities:**

All members of Under the Willow Tree Rescue Inc. are responsible to ensure this policy is carried out and reinforced. Adoption applicants, new owners and individuals completing the Adoption Agreement Form are responsible for reading this Adoption Policy when completing the Adoption Agreement Form or Adoption Application Form.

### **Accessibility:**

This Adoption Policy is accessible to any parties during the Adoption Application Form, Adoption Agreement Form, or upon request.

### **Breach of Policy:**

All Under the Willow Tree Rescue Inc. members must comply with this Policy, any breach of the Policy will be treated as a serious matter. Any adoption applicant or new owner breaching this policy may face either a refusal on an adoption application, as well as the trial period and change of circumstances, or any other item of this policy being revoked. A breach of policy may also include the repossession of the adopted animal.

If Under the Willow Tree Rescue Inc. considers on reasonable grounds that the new owner has not, are not, or are reasonably likely to not in the future, comply with this Adoption Policy or Adoption Agreement Form, Under the Willow Tree Rescue Inc. may on 24 hours notice require the individual to return any adopted pet to a representative of the rescue.

### **Compliance with Laws:**

Any persons adopting a companion animal from Under the Willow Tree Rescue Inc. are adopting under the agreement that they comply with all applicable laws in respect of any adopted pet.

### **Bar to Action:**

Any persons adopting a companion animal from Under the Willow Tree Rescue Inc. will not sue or take any legal action against Under the Willow Tree Rescue Inc. concerning or relating in any way to any fostered animal, other than a claim ascending from a breach of this policy or the Adoption Agreement. Under the Willow Tree Rescue Inc. may lead this agreement in bar to any claim taken against the rescue by individuals or any person claiming on their behalf.

### **Applicable Law:**

The Laws of Western Australia governs this policy.

### **Severance:**

If any provision of this Adoption Policy or Adoption Agreement Form is determined to be void or unenforceable, such determination shall not affect the remainder of this policy, which shall continue to be in force.

### **Variation:**

Under the Willow Tree Rescue Inc. may vary, replace or terminate this Policy from time to time.

### **Related Documents:**

- Under the Willow Tree Rescue Inc. Adoption Process (Internal)
- Under the Willow Tree Rescue Inc. Adoption Information
- Under the Willow Tree Rescue Inc. Trial Period Process

