Pumpkins Wheelie Good Friends Sponsorship Agreement

|  |  |
| --- | --- |
| Owner Name |  |
| Owners Age |  |
| Owners Occupation |  |
| Is there anything we need to be made aware of regarding yourself, your health, your mobility etc? | |
| Full Address |  |
| Email Address |  |
| Mobile Number |  |
| Animals Name |  |
| Animals Age |  |
| Animals Breed |  |
| Do you have any other pets? |  |
| Do you have any existing equipment? |  |
| Full outline of medical history  Treatment plan  Goals moving forward  Please continue over the page should you require more room |  |

|  |  |
| --- | --- |
| Accurate Rear Leg Height |  |
| Accurate Armpit to Rump |  |
| Weight |  |

When returning this application please also provide us with the following:

**One item from the following list as proof of identity and address.**

**A copy of either: -**

**Your driving license (preferred), Council Tax Bill, Utility Bill, Bank Statement.**

* Photo of your Animal.
* A video showing your animals mobility.
* Confirmation that the vet has advised your animal will be fit to use the equipment supplied.
* There is a £20 Postage Fee. This fee needs to be paid before any equipment is purchased.

This can be paid via Bank Transfer or Paypal. Please provide a screenshot once payment has been sent.

* Paypal – [pumpkinandfriendscharity@yahoo.com](mailto:pumpkinandfriendscharity@yahoo.com)
* Bank Transfer
  + Account Number: 81773285
  + Sort Code: 53 – 81 – 15

**Terms and conditions**

* This document sets out the terms and conditions for an equipment loan contract between you (the Client) and Pumpkin and Friends Charity (the Charity)
* No part of this agreement is intended to pass ownership of the equipment.
* The equipment always remains the sole property of Pumpkin and Friends Charity.
* This agreement allows you to use the equipment the Charity has provided free of charge.
* Should the Charity be unable to attend and fit the equipment, then the Charity asks that the Client confirms receipt of the equipment. The Charity further requires a photograph of the equipment fully built (following instruction and our guidance) and fitted within 72 hours of delivery. This is so that we can check it is built and fitted correctly.
* You should read this document to make sure you understand what your obligations will be, and ask any questions where you do not understand it prior to signing the contract. By sign this agreement you confirm that you fully understand and agree to the terms herein.
* We as a Charity are legally required to be open, honest and transparent. It is therefore a fundamental term of this agreement that the Client provides a weekly update via their individual WhatsApp group. The update must contain a short statement, plus either a photo or short video demonstrating how the equipment has and continues to improve the quality of the animals life. For clarity a week is a 7 day period and runs from Monday to Sunday.
* Further, this fundamental requirement is a major part of this agreement as it allows the Charity to prove to its sponsors and supporters how their financial support is being used. Any unreasonable breach of this term will result in the Charity requesting the immediate return of its equipment. This may seem harsh, but the Charity is required to show proper use of funds.
* In accepting the equipment the Client agrees to: -
* A) The above fundamental terms.
* B) Advise if any part of the equipment is damaged or missing.
* C) Take reasonable care of the equipment.
* D) Ensure the equipment is covered by home insurance, or to insure the equipment separately.
* E) To take all measures to prevent damage and abuse of the equipment.
* F) In the event of damage, and at the sole discretion of the Charity, repair or replace the equipment like for like at the Clients expense.
* G) Not to lend the equipment to any third party.
* H) The Charity sharing the fundamental updates on our social media platforms.
* I) Keep the Charity informed of any change in details. To include leaving social media, changing address, changing any contact details, pet unwell. Please note this is not an exhaustive list and may be updated as and when required, with notice, by the Charity.
* J) Guarantee the immediate return of the equipment should: -
* i) You fail to use the equipment, or use it for any purpose it was not intended for.
* ii) Should the equipment, in the opinion of the Charity, not benefit the animals quality of life.
* iii) Should the equipment no long be require.
* iv) Should the equipment be needed by the Charity on a triage basis.
* v) Should you breach any part of the agreement.
* You should not to take the equipment outside the United Kingdom without expressed written agreement of the Charity and only then on production of insurance covering the value of the equipment.
* You must keep safe all original packaging and instructions to return the equipment when needed.
* Should the equipment be returned in a damaged state, you agree to recompense the Charity for any costs incurred repairing the equipment, in readiness for use by another animal in need.
* These clauses may be extended or reduced at the Charity’s sole discretion.
* PLEASE NOTE.
* There is a small postage delivery fee of £20.00. This must be paid before delivery. Payment can be made via
* Paypal : - pumpkinandfriendscharity@yahoo.com
* Bank transfer: - Account Number 81773285 Sort Number 53-81-15
* Please provide screenshot once payment has been sent.
* Pursuant to the clause on returning the equipment. The return must be at the clients cost. The item must be transit insured and it must also be sent via tracked mail. A copy of the tracking number and insurance details must be provided to the Charity once the item has been dispatched. The only exception to this requirement is if the item is returned for triage purposes.
* It is a requirement of this agreement that the animal must be owned by the Client and the Client must fully complete all sections of the application form, including supplying photo, video evidence and Vet confirmation. The Charity reserve the right to request a copy of any Veterinary report detailing the animals health condition. This is to satisfy the Charity that is properly exercising its humane values that animal will benefit from the use of the equipment. Please contact the Charity should you have any questions or concerns regarding the above.
* Please note that all information and Data obtained will be kept in line with our Data Security Policy (a copy is available upon request) and only used by Charity purposes, and not transferred to any third party.
* The Charity reserves the right to recover the reasonable cost of repair or replacement from the Client if the Charity determines that the equipment has been, lost, sold, disposed of, or damaged (deliberate or otherwise) by the Client.
* The Client will grant the Charity (or their agents) permission and the necessary access to recover the equipment in the event this Agreement is terminated.
* The Client will use reasonable endeavours to immediately return the equipment and in any event no later 14 days of the equipment being no longer required or the end of the Agreement however terminated.
* The Client will grant the Charity (and their agents) permission and the necessary access to install, maintain and/or repair the equipment.
* The Charity will contact the Client using the details on record to make arrangements for fitting, repair and/or service visits.
* If equipment is repeatedly damaged the Charity, at its sole discretion, may decide to withdraw some or all of the equipment from the Client and end the Agreement.
* The Client must inform their home insurance provider in relation to the equipment. The Client shall be entirely responsible for notifying their insurers and ensuring they have sufficient home insurance cover in place to cover the equipment at the property and for any loss or damage to the equipment.
* The Charity may seek to recover loss or damage to the equipment from the Client’s home insurance providers.
* In the event of a claim for harm caused by the equipment, the Client shall give notice to the Charity using the Charity’s contact details
* Nothing in this Agreement limits or excludes either party’s liability for any fraud or for any sort of liability that, by law, cannot be limited or excluded; or any loss or damage caused by a deliberate breach of this Agreement. The Charity will not be responsible for any damage and/or personal injury that may occur as a result of improper use of the equipment. The Charity accepts no liability for damage to the Clients property and the Client agrees to indemnify the Charity from and against all liability and expenses (including legal costs) however arising from damage to their property, economic or consequential loss relating to the Client’s possession or use of the equipment or any breach by the Client of this Agreement.
* The Client may terminate the Agreement and immediately return the equipment.
* The Charity may terminate the Agreement with immediate effect by giving written notice to the Client (via recorded post or electronic mail) if the Client is in any way (at the sole discretion of the trustees) in breach of this Agreement. For the avoidance of doubt, deliberate damage to, or theft of, or misuse of, or none use of the equipment (this is a none exhaustive list and may reasonable be extended) will entitle the Charity to terminate the Agreement and to seek to recover the equipment, cost of repair or replacement from the Client.
* If a party fails or delays to exercise or enforce its rights under this Agreement that delay will not affect its right to enforce the obligation or constitute a waiver of that right.
* In accepting the equipment, the Client agrees to be bound by the terms of this Agreement. The Client must contact the Charity if they object to any of these terms.
* This Agreement replaces any previous agreements between the parties whether written, oral or implied.
* This Agreement constitutes the entire agreement between the parties and both parties acknowledge that it has not entered the Agreement on any basis other than those expressly stated in this Agreement.
* Any notice sent by either the Charity or the Client must be sent by prepaid recorded delivery, or electronic mail. In respect of the Client that will be to the last know contact details that the Charity holds on its records. In respect of the Charity that must be to Pumpkin and Friends Legal at 1 Lisburn Close, Lincoln, LN5 8TB. or by electronic mail to pumpkinandfriendslegal@gmail.com.
* All notices will be deemed received by the addressee within 48 hours of posting or 24 hours if sent by email on a working day (Mon-Fri 0900-1700).
* The parties to this agreement may not assign or transfer this agreement.
* It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that this Agreement is not intended to and does not give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.
* If any provision or term of this Agreement becomes or is declared illegal, invalid or unenforceable for any reason whatsoever, such terms or provisions will be deemed to be deleted.
* This Agreement shall be governed by and interpreted in accordance with English Law.
* Signed by the Client/Service User
* Print Name: ...........................................................
* Date: ....................................................................
* Signature……………………………………………………….