



Buddy Dog Partnership Agreement March 2022 V4

This Agreement is made on

between

The Guide Dogs for the Blind Association (“Guide Dogs”)

and

Name:

Address:

(“the Service User”)

and concerns:

Dog Name:

Breed:

Computer Number:

DOB:

Further detailed in Appendix 1

(“the Dog”)

and

Name:

(“the Young Person”)

whereas

- A) Guide Dogs is a charity which amongst other things trains dogs to become mobility assistance guide dogs.
- B) The Dog is one which is not suited to a career as a mobility assistance guide dog.
- C) Guide Dogs, where appropriate, allocates dogs which are not suitable to be used as a mobility assistance dog to other services it provides including the



utilisation of such dogs as a buddy dog within Guide Dog's Buddy Dog Service. The Dog is one such dog.

- D) The Buddy Dog Service enables children and young persons with a vision impairment (and their families) to enjoy the benefits and friendship of a well-behaved dog. Having a buddy dog builds confidence, leading to better relationships with others, improved well-being, and a sense of fun and trust - in themselves and their dog;
- E) The Young Person is an individual who is blind or visually impaired;
- F) The Service User has applied to Guide Dogs for a Buddy Dog, and has been provisionally matched with the Dog.
- G) This agreement covers
 - i) An initial period of placement where the Service User, the Young Person and the Dog together undertakes partnership training ("the Placement Period"); and
 - ii) A subsequent period post the Placement Period ("the Established Partnership Period").

The Placement Period will end upon Guide Dogs certifying that the Service User, Young Person and the Dog have become an established partnership. Unless expressly stated otherwise, all provisions of this agreement apply equally to both the Placement Period and the Established Partnership Period.

Guide Dogs and the service user agree as follows:

1. Assessment of suitability and possession of the dog

- 1.1 This agreement sets out the conditions on which Guide Dogs will loan to the Service User the Dog and any supporting equipment which may consist of one or more of the following: a walking harness, a Cujo lead, a normal lead, a collar, a branded jacket and a bandana ("the Equipment").
- 1.2 The loan of the Dog and the Equipment to the Service User will be in the form of a gratuitous loan. No payment for possession of the dog is charged or made.
- 1.3 Ownership in the Dog and of the Equipment shall remain at all times with Guide Dogs.



- 1.4 The loan of the Dog and the Equipment to the Service User is to enable the Young Person to enjoy the benefits and friendship of a well-behaved dog and in particular to build confidence, leading to better relationships with others, improved well-being, and a sense of fun and trust.
- 1.5 The Parties acknowledge that entry into this agreement has been proceeded by completion of an application form, a telephone interview, a home check and the undertaking of an assessment at one or more workshop events of the Young Person and Service User's suitability to possess, manage and care for the Dog.
- 1.6 Subject to clauses 4 and 5, so long as the Service User abides with the conditions imposed by this agreement, the Service User shall have the right to sole possession of the Dog during the term of this agreement.
- 1.7 The Service User shall not undertake any action to assert ownership of the Dog or the Equipment nor to hold themselves out as legal owner of the Dog or the Equipment.
- 1.8 Save for Guide Dogs' rights to intervene as set out at clauses 4 and 5, and subject to clause 3.3 the Service User shall have full day to day responsibility, for the Dog's care, health, welfare and conduct

2. The service user agrees:

- 2.1 To care for and maintain the Dog following the methods of dog care that were included in the training provided to the Service User and in the supplemental information pack provided and to adopt any additional or specific guidance or advice on caring for and maintaining the Dog that is given by Guide Dogs in the future. Further copies of guidance documents are available from Guide Dogs upon request;
- 2.2 To adopt and adhere to all guidance provided within the information pack including but not limited to that covering general care, feeding, vehicle travel, preventative healthcare or veterinary care of the Dog. Further copies of the guidance are available from Guide Dogs upon request;
- 2.3 To care and provide for the Dog humanely;
- 2.4 To immediately inform Guide Dogs of any change in circumstances, including but not limited to changes to the information contained within the initial application form or provided during the application process which may affect the Young Person's or the Service User's ability to
 - 2.4.1 care for the Dog's welfare; or

- 2.4.2 continue to meet Guide Dogs' current eligibility criteria as amended by Guide Dogs from time to time;
- 2.5 Subject to those costs specified at Appendix 2, to be responsible for and to meet directly any and all costs associated with the Dog's care and maintenance including feeding and veterinary costs. For the avoidance of doubt Guide Dogs will reimburse all veterinary costs incurred during the Placement Period subject to the Service User having obtained Guide Dogs prior consent for any cost cumulative in excess of £100 (including VAT) to be incurred;
- 2.6 To obtain Guide Dogs prior consent before incurring any of the costs specified in Appendix 2 Part 2B;
- 2.7 To inform Guide Dogs as soon as is reasonably practicable in the event that the Dog is referred to a specialist for medical treatment;
- 2.8 Not to lend, sell, give or pledge the Dog to any person or organisation;
- 2.9 To keep the Dog under full control at all times and to follow the handling techniques as instructed by Guide Dogs. This includes, but may not be limited to, the following
 - 2.9.1 To exercise the Dog in line with specific advice issued by Guide Dogs;
 - 2.9.2 That the Dog must not be walked off the lead except within a safe, free-running environment.
 - 2.9.3 That, unless otherwise instructed by Guide Dogs, the Dog when in a public environment, including but not limited to along a road or roadside pavement, must be walked on the lead and by a sighted person.
- 2.10 To ensure that the Young Person is accompanied at all times by an adult when in a public place with the Dog.
- 2.11 To inform Guide Dogs and either the local Dog Warden or the Police as soon as practicable if the Dog is lost;
- 2.12 To allow Guide Dogs' representatives to visit and examine the Dog and the facilities which the Service User provides for it at any reasonable time (Guide Dogs will normally give 48 hours' notice of an intended visit);

- 2.13 To allow Guide Dogs' representatives to take the Dog away for examination at the time of any visit, if the representative considers this is reasonable for the Dog's health or wellbeing;
- 2.14 To inform Guide Dogs of any permanent or long-term change in the Service User's or Young Person's address including a change of address of the Young Person relating to their placement at a further education facility such as a University;
- 2.15 To ensure that the Dog receives qualified veterinary attention at the earliest opportunity if the Dog shows symptoms of illness or has an accident;
- 2.16 To inform Guide Dogs as soon as practically possible of any serious injury to or serious illness of the Dog;
- 2.17 To attend at their own cost aftercare and training sessions as reasonably requested of them by Guide Dogs.
- 2.18 To ensure that the Dog has a veterinary checkup, every six months;
- 2.19 To inform Guide Dogs of the death of the Dog within 24 hours of the death and to provide Guide Dogs with a veterinary report giving details of the cause of death;
- 2.20 To provide Guide Dogs upon request with all veterinary health reports and or checks and treatment given to the Dog which are to include the dogs current body score;
- 2.21 To inform Guide Dogs as soon as practically possible of any incident involving the Dog that has caused damage or injury to any person, animal or property whether or not that might result in any claim against the Young Person, Service User and/or Guide Dogs;
- 2.22 Not to use the Dog as a guide dog for sighted assistance or in the capacity as an assistance dog in any other form.
- 2.23 Not to assert that the Dog has any legal right of access as if an assistance dog.
- 2.24 To ensure that the Dog is at all times under the direct control of an adult when on a lead. For the avoidance of doubt the Young Person or any other minor must not hold the lead even in a secondary capacity.
- 2.25 Not to use the Dog to beg or allow the Dog to be associated with begging activities;



- 2.26 Only to use the Dog for fundraising or advertising for authorised Guide Dogs activities in line with Guide Dogs policies and procedures;
- 2.27 To give Guide Dogs reasonable notice of any significant media appearances which include or are likely to include the Dog or references to Guide Dogs;
- 2.28 Not to use or allow the Dog to be used in or for any product endorsement without Guide Dogs prior written agreement.
- 2.29 Not to use the Dog for a purpose or in such a manner as to bring the name of Guide Dogs into disrepute;
- 2.30 To obtain the written consent of Guide Dogs before removing the dog from the United Kingdom for any period exceeding one month;
- 2.31 To immediately return the Equipment to Guide Dogs when the Dog is returned to Guide Dogs, is retired or upon request;
- 2.32 Where temporary care or boarding of the Dog with a third party is required, to ensure that the Dog is solely cared for by a competent person who will adopt and adhere to any guidance, training or advice that is given or issued by Guide Dogs, including that contained in literature and manuals relating to any dog care matter but specifically advice on free running exercising of the Dog;
- 2.33 To ensure the Dog wears a collar and disc bearing the name and up to date contact details of the Service User, as well as the Guide Dogs supplied tag containing the Dog's computer number at all times
- 2.34 To treat Guide Dogs staff and volunteers with respect and courtesy at all times.
- 2.35 To co-operate with all reasonable requests made of them by Guide Dogs arising out of or in connection with this Agreement.
- 2.36 in the event that the Dog is a participant in the Born to Guide Project, as indicated at Appendix 1, to provide information about the Dog's behaviour and health to Guide Dogs as requested.

3. Guide Dogs agrees:

- 3.1 To provide, when required and at Guide Dogs' absolute discretion, after-care service and visits to the Service User. However, ultimate responsibility for the day to day care and welfare of the Dog shall lie with the Service User;



- 3.2 To provide and maintain in good order the Equipment, which is provided to the Service User for the duration of the agreement;
 - 3.3 To fund the Dog's veterinary care to the extent provided for at Appendix 2 hereto;
 - 3.4 Subject to clauses 4.2 and 5.2, to take back possession of the Dog upon termination of this agreement;
 - 3.5 To retain all information about the Young Person and the Service User in confidence and in accordance with the Data Protection Act 2018, The General Data Protection Regulations ((EU) 2016/679) or any other related or superseding statutory obligations;
 - 3.6 To provide public liability insurance for the Young Person and the Service User's legal liability
 - 3.6.1 caused by either Guide Dogs' or the Young Person and/or the Service User's negligence arising from the Young Person and/or Service User's use of the Dog in the United Kingdom; and/or
 - 3.6.2 in respect to accidental bodily injury or loss / damage caused to a third party or their property solely arising from the Young Person and/or the Service User's use of the Dog in the United Kingdom and for a maximum period of 3 months outside the UK.
- This insurance may only be valid if the Young Person and Service User are using and caring for the Dog in accordance with this Agreement;
- 3.7 To treat the young person and the Service User with respect and courtesy at all times.

4. Retirement of the dog

- 4.1 Unless otherwise agreed by Guide Dogs in its absolute discretion and in writing the Dog shall be retired as a buddy dog
 - 4.1.1 Upon the Young Person reaching the age of 25 years; or
 - 4.1.2 at a time when, in Guide Dogs reasonable opinion, it is in the best interest of the Dog and/or the Young Person or Service User.

At such point, this agreement will come to an end pursuant to clause 5.5 and, subject to clause 4.2, the Dog must be returned to Guide Dogs;

- 4.1 Guide Dogs may, in its absolute discretion, agree to the Dog remaining in the possession of the Young Person and/or the Service User beyond its retirement if Guide Dogs concludes that this is in the best interests of the Dog. Such an arrangement will be subject to the parties and/or Guide Dogs and the Young Person entering into a separate agreement (the Guide Dog's rehomer agreement) ("Rehomer Agreement") for the Service User and/or Young Person's acquisition of the Dog.

For the avoidance of doubt, the Young Person and/or the Service User will not be entitled to enter into such a Rehomer Agreement where the termination of this agreement was pursuant to clause 5.4.1.

- 4.3 Where a Rehomer or Agreement is entered into, financial support arrangements will be agreed as part of the said Rehomer Agreement, along with other matters relating to the care and welfare of the Dog, in accordance with Guide Dogs' policies.

5. Termination and return & removal of the dog

- 5.1 Guide Dogs may at any time and without notice (save that Guide Dogs will endeavor to provide notice where appropriate) retake possession of the Dog, and the Service User shall immediately upon demand deliver up possession of the Dog to Guide Dogs, where:
- 5.1.1 following a visit, or where such a visit is declined by the Service User, Guide Dogs in its reasonable opinion believes it to be in the best interests of the Dog and/or the Young Person and/or the Service User and/or Guide Dogs and/or the public; or
 - 5.1.2 in the reasonable opinion of Guide Dogs, circumstances exist which renders it to be in the best interest of the Dog and/or the Young Person and/or the Service User and/or Guide Dogs and/or the public;
- 5.2 Save where termination of this agreement is pursuant to clause 5.5.4 the Service User shall immediately upon termination of this agreement deliver up and/or allow Guide Dogs to retake possession of the Dog and the Equipment.
- 5.3 The Service User may terminate this agreement upon giving not less than 28 days written notice to Guide Dogs.
- 5.4 Guide Dogs may terminate this agreement with immediate effect upon written notice to the Service User if
- 5.4.1 the Service User has failed to comply with or is in breach of this agreement;

- 5.4.2 the Young Person and/or the Service User no longer meets Guide Dogs' eligibility criteria;
- 5.4.3 in Guide Dogs' reasonable opinion, the Service User is unable to continue to adequately care for the Dog's welfare.
- 5.4.4 Guide Dogs has, whether pursuant to clause 5.1 or otherwise, retaken possession of the Dog;
- 5.5 This Agreement will terminate immediately and without notice in the event that
 - 5.5.1 the Service User or the Dog dies;
 - 5.5.2 the Young Person attains the age of 25 Years;
 - 5.5.3 the Dog is retired;
 - 5.5.4 the Dog becomes the subject of a separate Rehoming Agreement entered into between the parties or Guide Dogs and the Young Person.

6. Data protection

- 6.1 The Service User acknowledges that in order for Guide Dogs to be able to provide the Dog to the Service User and to enable it to facilitate the regular after-care services to be provided by Guide Dogs pursuant to this Agreement it is necessary for Guide Dogs to process personal data, including sensitive personal data, relating to the Young Person and the Service User.
- 6.2 The Service User acknowledges that they have provided consent through their completion and execution of the application form for Guide Dogs to process data relating to the Young Person and Service User including sensitive personal data, for the purposes necessary to enable Guide Dogs to assess, and to continue to assess, the suitability of the Young Person for a buddy dog.
- 6.3 The Service User consents to Guide Dogs further processing data relating to the Young Person and the Service User, including sensitive personal data, for all the purposes necessary to enable Guide Dogs to administer, manage and otherwise provide the services required and necessitated by this agreement.
- 6.4 If the Service User wishes to receive additional information from Guide Dogs about its fundraising, campaigning, volunteering or research the Service User is required to complete the opt in at Appendix 3.

7. General

- 7.1 No amendment or addition to this agreement shall be effective unless made in writing and signed by or on behalf of both parties.
- 7.2 This agreement is personal to the Service User and may not be assigned by the Service User to any other party.
- 7.3 This agreement relates solely to the Dog. Nothing in this agreement shall be construed as placing a general obligation on Guide Dogs to provide associated goods or services to the Young Person or the Service User.
- 7.4 The heading to this agreement and any headings to clauses within it, are for convenience only and shall not affect the meaning of these Terms and Conditions.
- 7.5 This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and arrangements between them, and representations by them, whether oral or written, which relate to the subject matter of this agreement provided that nothing in this clause shall exclude the liability of any party in respect of fraudulent misrepresentation or concealment.
- 7.6 This Agreement shall be governed by the laws of Scotland and both parties submit to the exclusive jurisdiction of the English courts.

Cancellation rights

The Service User has a right to cancel this agreement for any reason within an initial 14 day 'cooling off' period. The cooling off period expires 14 days from:

- (A) the day the Service User receives the Dog; or
- (B) the day the Service User receives these conditions, if that is later than when the Dog is received.

If the Service User cancels this agreement during the cooling off period, the Dog must be returned to Guide Dogs forthwith.

The Service User must notify Guide Dogs of any intention to cancel the agreement during the cooling off period in one of the following ways:

Email - [insert email address here]



Post - [insert postal address here]

Telephone - [insert telephone number here]

The Service User's right to cancel this agreement during the cooling off period is not affected by any of the other terms in this agreement (including those clauses dealing with termination of the agreement in other circumstances).

Signed for and on behalf of Guide Dogs by:

Name:

Position:

Date:

Signed by the Service User

I declare that I have read and that I understand the terms of this agreement.

I confirm my consent to the processing of my personal data, including sensitive personal data, as provided for at clauses 6.1, 6.2 and 6.3

Name:

Date:



Appendix 1

Dog Details and Supplemental Information (if applicable)

Name:

Computer Number:

Microchip Number:

Sex:

Colour:

DOB:

Breed:

Neuter Date:

Diet at time of placement, including amount:

Please monitor the dog's weight and adjust the amount fed accordingly to remain within the recommended weight range. It is important that you do not exercise your dog one hour prior to or following feeding.

Present Weight (kg):

Weight not to exceed(kg):

Last vaccine type:

Date:

Next vaccinations will need to be discussed at your vet consultation based on the information provided and health sheet

Last Worming Type:

Date:

Next Due:

Frequency:

Flea Control:



Date:

Next Due:

Frequency:

Participant in the Born to Guide Project: Yes/No (delete as applicable)

Reason for Career Change:

Supplementary Information:

(including feeding, caring, general health and exercise information)

Appendix 2

Known Medical Conditions and Authorised Payments

1. The following sets out details of all known existing illnesses or health conditions currently borne by the Dog. If none, state none

2. The following details the specific costs associated with care requirements and medical conditions which Guide Dogs has agreed to provide financial assistance for, together with any financial limits.

Important: Guide Dogs strongly recommends that the Service User arranges appropriate insurance protection to meet the costs of any veterinary treatment which is not covered by Guide Dogs and which may be required by the Dog once the partnership has been created.

A) Veterinary Costs during the Placement Period

- i) Reimbursement to the Service User by Guide Dogs of veterinary cost incurred up to a maximum of £100 (including VAT) cumulative.
- ii) Reimbursement to the Service User by Guide Dogs of veterinary costs incurred that are in excess of £100 (including VAT) cumulative, subject to prior authorisation for incurrence of the costs having been obtained from Guide Dogs by the Service User.

NOTE : The only exception to the above is where emergency treatment is required. In this circumstance the dog must be treated first and Guide Dogs contacted at the first opportunity.

Details on how to contact Guide Dogs for authorisation and how to re-claim the cost of treatment during the placement period is provided to you in your Dog Placement Pack.

B) Veterinary Costs during the Established Partnership Period

Insert details. If none, state none

Payments for above conditions have been authorised, subject to the terms and conditions of this Agreement, by the Regional Dog Health and Wellbeing Operations Manager (add region to which dog will be placed):

Signature: _____

Name:

Role:

Date:



Appendix 3

‘Opt in’ for additional contacts

You may have heard about the various areas of Guide Dogs work and ways in which you can support us. If there are any areas that you wish to be contacted about, please write Yes after the appropriate section below:

Fundraising: Hear about ways you can donate or raise funds for our life-changing services

Volunteering: Hear about ways you can volunteer with Guide Dogs.

Campaigning: To join thousands of people in Campaigning for Change to improve the lives of with sight loss

General Research: Hear about research developments, research undertaken by Guide Dogs and ways you may be able to participate with Guide Dogs in research.

Research Participation: Possibilities to participate in research projects directly relating to your own guide dogs’ health, welfare and behaviour.

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