

## 條款及細則：

- 1) 領養人保證於本領養申請表所填寫之資料均真確無誤。領養人尤其保證自身已年滿21歲。
- 2) 領養人同意向香港拯救貓狗協會提供領養人的香港永久居民身份證作身份核實用途。
- 3) 領養人同意為領養動物提供合適的居所並竭盡所能給予最好的照顧。領養人保證領養動物會飼養於填報的領養人地址，如領養動物遷離該地址，領養人將於遷址後14個曆日內以書面通知香港拯救貓狗協會新的飼養地址。如領養動物為狗隻，領養人保證不會在公屋、居屋或劏房內飼養領養動物。
- 4) 領養人同意領養動物必須絕育。如領養動物未達適宜接受絕育手術的年齡，領養人願意在領養動物月齡6至9個月內自費為其絕育，並於手術後提交絕育證明予香港拯救貓狗協會，包括照片及獸醫診所收據等。此外，領養人同意定期安排領養動物作健康檢查，並為領養動物安排適當的疫苗注射。如領養動物為狗隻，領養人同意為領養動物接種狂犬病疫苗及植入晶片，並為領養動物領取狗牌。
- 5) 於領養程序完成後，領養人同意，當收到香港拯救貓狗協會的書面通知後，容許香港拯救貓狗協會的代表進行家訪或電話查詢，以評估領養動物的健康及居住狀況。
- 6) 領養人同意如決定棄養領養動物，或領養動物遭遺失或死亡，均會立即通知香港拯救貓狗協會。
- 7) 領養人同意不會在未經香港拯救貓狗協會書面同意下把領養動物轉讓給第三者。領養人亦同意不會把領養動物用作任何繁殖或實驗用途，亦不會於貨倉或零售店鋪內飼養領養動物。
- 8) 領養人承諾不會威嚇或虐待領養動物。
- 9) 領養人同意分享領養動物的生活照予香港拯救貓狗協會作推廣及鼓勵領養之用途。
- 10) 除非另有訂明，雙方均認為領養動物於訂明領養協議時是健康的。香港拯救貓狗協會、其董事、僱員、義工/代表、動物暫托人及代理人均無法保證領養動物沒有任何健康問題。
- 11) 領養人同意如領養動物於領養後的7天內出現任何健康狀況，將立即如實通知香港拯救貓狗協會。
- 12) 領養人同意在正式領養時繳付不能退還之領養費用。
- 13) 如發生下列情況，香港拯救貓狗協會可全權自行決定要求領養人退回領養動物：
  - 甲、香港拯救貓狗協會，經其全權自行決定，認為領養人沒有遵守領養協議任何條款；或
  - 乙、香港拯救貓狗協會，經其全權自行決定，認為領養人疏忽照顧、不當對待或棄養領養動物。領養人同意於收到香港拯救貓狗協會要求退回領養動物的書面通知（「退還通知書」）的3個曆日內把領養動物退回予香港拯救貓狗協會。退還通知書，經香港拯救貓狗協會全權自行決定，可由香港拯救貓狗協會以人手派遞、郵寄至領養人最近申報之地址、掛號至領養人最近申報之地址或經由電子方式傳遞。此外，領養人亦同意收妥退還通知書的日期為退還通知書的派遞日，或退還通知書經掛號發給領養人最近申報之地址後的2個工作天，並以較早者為準。倘領養人未能在收妥退還通知書後的3個曆日內退回領養動物，領養人同意向香港拯救貓狗協會繳付\$75,000港元違約賠償，以作為香港拯救貓狗協會接收退回領養動物所產生之相關費用，而此違約賠償將視為領養人須全額賠付予香港拯救貓狗協會之欠債。領養人同意此違約賠償金額是公正而合理的。為免生疑問，領養人進一步同意繳付上述的違約賠償並不會免除其於收妥退還通知書後須退回領養動物之責任。
- 14) 領養人同意承擔對領養動物作出領養相關的所有風險，並免除香港拯救貓狗協會、其董事、僱員、義工、動物暫托人及代理人任何或全部由領養動物引起的責任，包括但不限於任何由領養動物引致之個人或財物的賠償要求。領養人進一步同意保障香港拯救貓狗協會、其董事、僱員、義工、動物暫托人及代理人免責於由領養協議引起的所有申索、訴訟、起訴、法律程序、費用、支出、損害及債務等。
- 15) 如發生任何爭議，所有決定及上文釋義皆以香港拯救貓狗協會之最終決定為準。
- 16) 在文意許可的情況下，本條款及細則中單數字眼包含複數之意思，而複數字眼亦包含單數之意思；帶有性別意義的字眼亦泛指男性、女性及不屬於男性或女性者。
- 17) 本條款及細則之中文譯本僅供參考，文義如與英文有歧異，概以英文本為準。

## Terms and Conditions

- 1) The Adopter warrants that the information he provided is accurate to the best of his knowledge. In particular, the Adopter warrants that he is over 21 years in age.
- 2) The Adopter agrees to provide HKSCDA with the Adopter's Hong Kong ID card for verification.
- 3) The Adopter agrees provide the Adopted Animal with a proper home and the best care the Adopter can provide. The Adopter warrants that the Adopted Animal will be kept at the Adoption Address and, in the event that the Adopted Animal is moved from the address on record, the Adopter agrees to inform HKSCDA, in writing, of the new address at which the Adopted Animal is kept at within 14 calendar days after such moves. If the Adopted Animal is a dog, the Adopter warrants that the Adopted Animal will not be kept at Public Housing units, Home Ownership Scheme units, or sub-divided apartments.
- 4) The Adopter agrees that the Adopted Animal must be neutered. If the Adopted Animal is too young for neutering surgery prior to adoption, the Adopter agrees to, at his own cost, neuter the Adopted Animal when the Adopted Animal reaches 6-9 months in age and the Adopter agrees to provide HKSCDA with proof, including photographs and receipt from the veterinary clinic, of completion of such neutering surgery. Furthermore, the Adopter agrees to provide the Adopted Animal with regular medical checkups and appropriate vaccinations. If the Adopted Animal is a dog, the Adopter agrees to provide the Adopted Animal with regular rabies vaccination and a proper microchip; the Adopter further agrees to apply for a dog license for the Adopted Animal.
- 5) The Adopter agrees, upon receiving written notice from HKSCDA, to allow representatives of HKSCDA to conduct visits or calls after the completion of the adoption to assess the health and living condition of the Adopted Animal.
- 6) The Adopter agrees to inform HKSCDA immediately if the Adopter decides to abandon the Adopted Animal or if the Adopted Animal is lost or passes away.
- 7) The Adopter agrees not to transfer the Adopted Animal to any third party without prior written consent from HKSCDA. The Adopter further agrees not to use the Adopted Animal for breeding or lab tests, and that the Adopted Animal will not be kept at warehouses or retail shops.
- 8) The Adopter agrees not to threaten or abuse the Adopted Animal.
- 9) The Adopter agrees to send photos of the Adopted Animal to HKSCDA for promoting adoption.
- 10) Unless otherwise stated, the Adopted Animal is, to the best knowledge of both parties, healthy at the time of undertaking the adoption agreement. HKSCDA, its directors, its employees, its volunteers/representatives, its foster home providers, and its agents cannot warrant that the Adopted Animal is free of health conditions or health issues.
- 11) The Adopter agrees to contact HKSCDA if the Adopted Animal develops any health conditions within seven days after adoption.
- 12) The Adopter agrees, if the application is approved, to pay the non-refundable adoption fees.
- 13) HKSCDA may, at its sole discretion, request the Adopter to return the Adopted Animal to HKSCDA if:
  - a) HKSCDA, at its sole discretion, finds that the Adopter failed to abide by any of the terms of the adoption agreement; or
  - b) the Adopter is deemed, at the sole discretion of HKSCDA, to have neglected, maltreated, or abandoned the Adopted Animal.

The Adopter agrees to return the Adopted Animal to HKSCDA within three calendar days after the Adoption Agency serves a written notice requesting the return of the Adopted Animal (the "Return Notice"). The Return Notice can be delivered, at the discretion of HKSCDA, by hand, by being posted outside the Adopter's last known address, by registered mail sent to the Adopter's last known address, or by electronic means. Furthermore, the Adopter agrees that the Return Notice is deemed to have been served upon the delivery of the Return Notice, or two business days after the Return Notice has been sent via registered mail to the Adopter's last known address, whichever comes earlier. If the Adopter fails to return the Adopted Animal to HKSCDA within three calendar days after the Return Notice has been served, the Adopter agrees to pay HKSCDA liquidated damages of HK\$75,000 for the cost of repossessing the Adopted Animal from the Adopter, and such amount shall be a debt owed by the Adopter and shall be recoverable in full by HKSCDA. The Adopter agrees that the liquidated damages amount listed above is just and reasonable. For the avoidance of doubt, the Adopter further agrees that the payment of the above liquidated damages does not free him from the obligation to return the Adopted Animal after the Return Notice has been served.

- 14) The Adopter agrees to accept full responsibility for any risks associated with adopting the Adoption Animal and releases HKSCDA, its directors, its employees, its volunteers, its foster home providers, and its agents from any and all liability arising from the Adopter's possession of the Adopted Animal, including but not limited to any claim for damages to persons or property caused by the Adopted Animal. The Adopter further agrees to indemnify HKSCDA, its directors, its employees, its volunteers, its foster home providers, and its agents from all claims, actions, suits, procedures, costs, expenses, damages, and liability arising from the adoption agreement.
- 15) In case of disputes, all decisions and interpretation of the provisions in this terms and conditions by HKSCDA are final.
- 16) Where the context so admits, words in this terms and conditions importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine, and neuter genders.
- 17) The Chinese translation of this terms and conditions is for reference only. In case of any discrepancy between the English version and the Chinese version, the English version shall prevail.