



**CONTRACT OF SALE
INCLUDING TERMS AND CONDITIONS**

SECTION 1: BIRD DETAILS

SPECIES

LATIN NAME

RING NUMBER

GENDER

DATE OF HATCH

SECTION 2: DETAILS OF BOTH PARTIES

BREEDER'S NAME	Barrett Watson
BREEDER'S EMAIL	barrettwatson@hotmail.co.uk
BREEDER'S TELEPHONE	07885 619 471
BUYER'S NAME	
BUYER'S ADDRESS	
BUYER'S TELEPHONE	

In these terms and conditions:

- 'We', 'us' or 'our' means Barrett Watson Parrots of Bury St Edmunds, Suffolk
- 'You' or 'your' means the person buying birds/ from us

SECTION 3: HEALTH & WELFARE DISCLAIMER

- The Breeder has taken every care with the breeding, rearing and welfare of the Bird.
 - The Bird is believed to be in good health and is sold in good faith.
 - Every effort has been made to avoid any possible inherited conditions.
- The Breeder makes no warranty, however, as to the health or disposition of the Bird.

SECTION 4: BUYER'S RIGHT TO RETURN IN CASE OF DEFECT

The Buyer shall have three days after the date of collection or delivery within which to have the Bird examined at their expense by a practising veterinary surgeon and shall have the right during a period not exceeding three days after such examination to return the Bird because of a defect that could have been known and was not declared at time of sale on production of a written report from the said veterinary surgeon within the same time period.

The Breeder shall have the right to a second opinion from his own vet. Should this later examination confirm the findings of the first examination, the Buyer will be refunded the full purchase price, provided the Bird is in the same state of health as when it was sold and the Bird has been returned to the Breeder within seven days of its collection or delivery.

Should this later examination not confirm the first, the purchase price of the Bird will not be refunded.

Should it be agreed the Bird be returned to the Breeder, the Buyer should be aware that the return of a Bird can be very difficult for the Buyer, especially emotionally, and having drawn the attention of the Buyer to this, the Breeder cannot be held responsible for any distress caused by the return of said Bird.

SECTION 5: POTENTIAL OF BIRD

This Bird is sold as a private pet. It is a condition of this sale that no warranty can be given as to its attributes, including - but not limited to - personality and nature, trainability, companionability, ability to talk, and breeding potential.

SECTION 6: RE-HOMING THE BIRD

The Buyer agrees that if, in the event of any problems, at any stage of the Bird's life, the Buyer finds it impossible to keep the Bird named above:

- the Buyer will, if the Breeder requests, return the Bird to the Breeder
or
- the Breeder will offer every reasonable assistance in finding a new home for the Bird.

The Breeder **MUST** be contacted in the first instance; the Buyer **DOES NOT** have the right to part with, or sell, this Bird at any time without agreement in writing from the Breeder.

SECTION 7: DATES, DECLARATIONS AND SIGNATURES

DATE OF SALE / DATE OF COLLECTION /

a) DECLARATION BY BUYER

I confirm that I have read and understood all the details and meaning of this 5-page Contract of Sale & Terms and Conditions prior to purchase, and I fully understand its purpose and reason.

I also confirm that I am purchasing the above-named Bird for myself and not as an agent for a third party.

PRINT NAME

SIGNED DATE

b) DECLARATION BY BREEDER, BARRETT WATSON:

I confirm that I am the breeder of the above-named Bird and have received payment in full, the sum of £XXXX ('the Purchase Price'.)

SIGNED DATE

Information we give you

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally-binding contract between you and us is made.

Information we will give you

- the breed of the Bird/s you want to buy
- who we are, where we are based and how you can contact us
- the total price of the Bird/s
- any likely delivery charges
- the arrangements for payment and the date by which we will make the bird/s available for collection or delivery.

Ordering birds from us

Any quotation given by us before you make an order for Bird/s is not a binding offer by us to supply such birds.

When you place your order with us, we will acknowledge it by email or text. This acknowledgement does not, however, mean that your order has been accepted.

We will email you to confirm the sale: at this point a legally-binding contract will be in place between The Breeder and The Buyer.

Delivery

We use Walkers European Express Services Ltd to deliver our Bird/s. If you want information on your delivery options and costs, ask for details before you confirm.

Any date of delivery or period for delivery given is an estimate only and we will not be liable for any delay in delivery of the Bird/s. For the avoidance of doubt, time of delivery shall not be of the essence.

Delivery of the Bird/s will be deemed to have taken place when the courier delivers them to the address that you gave to us.

You are responsible for the Bird/s when delivery has taken place. In other words, the risk in the Bird/s passes to you when you take possession of the Bird/s.

Limit on our responsibility to you

We are not legally responsible for any:

- losses that were not foreseeable to you and us when the contract was formed and that were not caused by any breach on our part
- in contract, in tort, in misrepresentation or otherwise, for any consequential or other loss, damage or injury, however caused which may arise out of or in connection with the supply of the Bird/s.
- subject to the provisions of the clause above, our liability under these terms and conditions shall be limited to the Price.
- for the avoidance of doubt, we will be entitled to obtain access and take copies of all test and sample results obtained by you in relation to those matters set out above.

We shall not be in breach of contract if the performance of the contract is delayed or otherwise affected by circumstances beyond the reasonable control of us, including but not limited to disease, war, fire, act of God, industrial action, failure of any third party supplier to deliver birds or any other event, including a "Force Majeure Event". We will not be liable to you for any loss arising as a result of such event/s and will give notice to cancel an Order to you as soon as reasonably practicable if it becomes apparent that we will not, in our reasonable opinion, be able to perform our obligations under an Order due to the occurrence of a Force Majeure Event. In particular, no liability shall rest with us in respect of any late deliveries or transportation delays beyond our control.

Legal

This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by the Law of England and Wales, and you hereby agree to submit to the exclusive jurisdiction of the Courts in England and Wales to which all disputes however so arising shall be referred.

No terms of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Contract.

We will try to resolve any disputes with you quickly and efficiently; if you are unhappy with the bird/s, our service to you or any other matter, please contact us as soon as possible.

END OF CONTRACT AND T&Cs