

Guide Dogs.

Puppy Raising and Temporary Care Agreement

Parties

Guide Dogs NSW/ACT (ACN 000 399 744) of level 1, 7-9 Albany Street, St Leonards NSW 2065 (**Guide Dogs**) and

The person or persons named in Item 1 of the Schedule (**You/Your**).

Background

- A. Guide Dogs would not be able to produce life changing guide dogs and therapy dogs without the generous support and selfless efforts of volunteers like You.
- B. Raising a Guide Dog pup is an important responsibility, and involves love, time, and resources on Your behalf.
- C. By entering into this Agreement, You agree to comply with the following terms and conditions of being a volunteer puppy raiser or temporary carer for Guide Dogs.

Operative provisions

Care and Ownership

- 1 You have agreed to raise and care for a dog, without compensation, on behalf of Guide Dogs for the period specified in Item 4 of the Schedule.
- 2 You acknowledge that Guide Dogs is the owner of the dog and therefore maintains sole authority regarding all aspects of the dog's well-being. This includes, but is not limited to, the dog's health, safety, socialisation, training, and placement.
- 3 You will permit Guide Dogs or its authorised representative to inspect the dog at all times, upon reasonable notice. If, in Guide Dogs' reasonable opinion, the dog's welfare or safety is or may potentially be at risk, You waive the right to notice prior to such inspection.

Training Sessions and Appointments

- 4 You agree to attend all required training sessions and appointments, including education sessions, training sessions, assessments, and veterinary appointments.
- 5 You agree to complete all web-based training materials assigned to You by Guide Dogs.
- 6 If You are unable to be meet any of Your scheduled sessions or appointments or You are unable to complete the training materials assigned to You, You must cooperate with Guide Dogs staff to find a suitable alternative arrangement.

Equipment and Resources

- 7 Guide Dogs will provide equipment and other resources to You, where necessary, to assist You in caring for the dog. Equipment may include, but is not limited to, travel crates, wire crates, long lines, bowls, collars, and grooming equipment.
- 8 You agree to return all equipment provided to you, when requested, and in a substantially similar condition to when it was received.

Your Obligations

- 9 You agree to keep the dog at Your home, and feed, exercise, and care for the dog until the dog is required to be returned to Guide Dogs.
- 10 You agree to return the dog, in good care and condition, to Guide Dogs upon request.
- 11 You agree to keep the dog at a healthy weight, well-groomed, and administer all preventative veterinary treatments in a timely manner.
- 12 You agree to teach the dog basic skills, good house manners and social skills, and provide regular socialisation, exposing the dog to a variety of environments and experiences in a positive manner to enable the development of a confident, well-mannered guide dog.

- 13 When outdoors, You must keep the dog on leash, or in a secure fenced area.
- 14 Should the dog become ill or injured, You must immediately report this to Guide Dogs, and if required, deliver the dog to Guide Dogs or an Approved Vet Clinic for examination. Guide Dogs will only pay for authorised veterinary expenses, except in the case of an emergency. In the event of an emergency, You must notify Guide Dogs as soon as possible.
- 15 You will treat all Guide Dogs stakeholders, including staff, volunteers, clients, and dogs, with respect and kindness.
- 16 You agree to comply with all Guide Dogs policies and procedures and to read all information provided to you pertaining to the care and wellbeing of the dog, including, but not limited to the Social Media Policy (manual p64) and information about Zoonotic Diseases (manual p42).
- 17 Guide Dogs may update or amend its policies, procedures and information from time to time.
- 18 Failure to comply with Your obligations under this clause may, in Guide Dogs' sole discretion, result in the dog being re-homed and this Agreement being terminated. You may also be removed from the Puppy Raising Program. Should this occur, You must comply with clause 26.

Liability

- 19 Guide Dogs will not be liable for any injury or damage caused by the dog, to any property or person, whilst it is in Your care.
- 20 If You have taken all reasonable care of the dog, and the dog becomes lost or injured, through no fault on Your part, Guide Dogs will not seek compensation for the loss or damage. However, You must immediately report the fact to Guide Dogs, and in the case of the loss of the dog, You agree to take all reasonable steps for its recovery.

Media Consent

- 21 From time to time, Guide Dogs staff are required schedule visits to take photographs or film of dogs in Your home for commercial and educational purposes. The footage will be of dogs only, unless additional consent is provided.

Confidentiality

- 22 As a volunteer, You may hear or come across Confidential Information. You must keep confidential, and not use or disclose, any Confidential Information, unless required by law.
- 23 If You have received Confidential Information from Guide Dogs, You must, on Guide Dogs' request, immediately deliver or destroy all documents or other materials containing Confidential Information in Your possession, power or control to Guide Dogs.

Career options for dogs

- 24 You acknowledge and agree that if the dog is released from the Guide Dog Program for any reason, it will first be considered for a career in the Therapy Dog Program or an approved external service dog organisation, prior to being made available for pet adoption.

Termination

- 25 Guide Dogs may, in its sole discretion, terminate this Agreement at any time.
- 26 If Guide Dogs terminates this Agreement before the date on which the dog is due to be returned, You agree to return the dog or to cooperate with Guide Dogs so that the dog may be collected and transported to the Guide Dogs Centre by Guide Dogs staff.

Dispute Resolution

- 27 If You wish to formally dispute a decision made by Guide Dogs pursuant to this Agreement, You are required to follow the resolution procedure set out below:

- 27.1 You must give Guide Dogs written notice setting out the nature of the dispute, and any documents in support. The dispute must raise a genuine matter of concern and not be frivolous or vexatious in nature.
- 27.2 Guide Dogs will refer the dispute to the relevant manager, who will either provide a written response to the dispute, or request to meet with You to resolve the dispute through negotiations.
- 27.3 If the dispute is not resolved within 45 days of receipt of a notice in accordance with clause 27.1, Guide Dogs' decision will be final and binding.
- 27.4 This clause 27 will survive termination of this Agreement.

Definitions and interpretation

- 28 If two or more people are named at Item 1 in the Schedule, then the obligations under this Agreement apply to both parties, jointly and severally.
- 29 In the interpretation of this Agreement, no rules of construction will apply to the disadvantage of one party on the basis that that party put forward this Agreement or any part of it.
- 30 This Agreement is the entire agreement of the parties about its subject matter and supersedes all other representations, negotiations, arrangements, understandings or agreements and all other communications.
- 31 Each party must, at its own expense, whenever reasonably requested by the other party, promptly do or arrange for others to do, everything necessary or desirable to give full effect to this Agreement.
- 32 A waiver by a party of a provision of or of a right under this Agreement is binding on the party granting the waiver only if it is given in writing and is signed by the party or an authorised officer of the party granting the waiver. Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

- 33 This Agreement may be amended only by a document signed by all parties.
- 34 This Agreement may be signed in counterparts and all counterparts taken together constitute one document.
- 35 The rights, remedies and powers of the parties under this Agreement are cumulative and do not exclude any other rights, remedies or powers.
- 36 This Agreement is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.
- 37 In this Agreement, unless the context requires another meaning:
- 37.1 **'Agreement'** means this Puppy Raising and Temporary Care Agreement.
- 37.2 **'Confidential Information'** includes this Agreement, any information relating to any of Guide Dogs' data, clients, supporters or donors (which may include personal information) and any other information specifically identified by Guide Dogs as confidential.
- 37.3 **'dog'** includes puppies in the Puppy Raising Program, dogs in the Guide Dog Training Program, Therapy Dog Program, Breeding Program, Ambassador Dog Program, graduated Guide Dogs, and any puppies or dogs in holiday care.

Schedule

Item	Description
Item 1: Full Name of Puppy Raiser or Temporary Carer	
Item 2: Address	
Item 3: Carer Type (PR or TC or Both)	
Item 4: Date	

Executed as an Agreement

Signed sealed and delivered by You:

Your Full Name (print)	
Your Signature	
Name of Witness (print)	
Signature of Witness	
Date Signed	

Signed for and on behalf of Guide Dogs NSW/ACT

Name of GDN representative (print)	
Signature of GDN representative	
Title of GDN representative (print)	
Date signed	