



Pet-Nuptial Agreement

For

[Name of Pet]

agreed on

[Insert Date]

by

[Name of First Party]

and

[Name of Second Party]

01625 544650

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2. Care/Contact Arrangement

- i. It is agreed that the care/ contact arrangements as regards the Pet are as follows:

- ii. It is agreed that the parties shall communicate any changes in periods of contact, including the need to cancel contact, as soon as is practicable to the other using the following method(s):

- iii. In the event that either party is unavailable for a period of contact as agreed above, care will revert to the other party. If neither party is available alternative care arrangements will be agreed between as below.

- iv. As a general principle, contact with the Pet shall take place:

At the same time as the party is caring for [specify relevant child/(ren)]
At a time when is not caring for [specify relevant child/(ren)]
As set out below:

- v. As a general principle, contact with the Pet shall take place:

At the same time as contact with [specify other pet(s)]
At a time when is not having contact [with specify other pet(s)]
As set out below:

- vi. There shall be further or other care arrangements for the Pet as the parties agree either orally or in writing.

- vii. During any period of handover of the Pet both parties agree that they shall not act in a hostile or aggressive manner towards each other in front of the Pet.

3. Financial Ownership Arrangement

It is agreed that if the Pet is sold (by agreement) the parties will share the monetary value, if applicable, of the Pet as follows:

4. Cost of this Pet-Nuptial

It is agreed that if the Pet is sold (by agreement) the parties will share the monetary value, if applicable, of the Pet as follows:

5. Costs – meeting the expenses connected with the Pet:

A. Specific Pet Related Costs

The Parties agree to split the cost of food, housing and other expenses specific to the upkeep of the Pet as follows:

B. Training

- i. In the event that the Pet requires training/classes due to the age of the Pet or behavioural issues, it is agreed between the parties that, where distance permits, they will jointly agree which training/classes the Pet shall attend.
- ii. In the event it is impractical or unworkable to use the same training/classes for the Pet, each party shall select training/classes at their own convenience.
- iii. The cost of any training/classes shall be borne as follows:

5. Costs – meeting the expenses connected with the Pet: *(cont...)*

C. Grooming

- i. If the Pet requires specific grooming, with particular reference to its species and breed, it shall be agreed between the parties where such grooming shall take place, with reference to location and convenience of travel for the parties.
- ii. The cost of any grooming shall be borne as follows:

D. Veterinary Bills

- i. Any veterinary bills that exceed the insurance policy, or not covered by the terms of the insurance, shall be borne as follows:
- ii. In the event of an emergency, the party with care and control of the Pet at the relevant time shall pay in the first instance and be reimbursed the proportion, as agreed above, or shall waive their entitlement to such reimbursement.

E. Pet Insurance

- i. Both parties agree to purchase, if the Pet is not already adequately insured, adequate pet insurance in respect of the Pet, having regard to the Pet's monetary value and any foreseeable veterinary care required.
- ii. The cost/ongoing cost of pet insurance shall be borne:

5. Costs – meeting the expenses connected with the Pet: *(cont...)*

F. Fines and Breaches of Law

Any fine imposed by any authority in relation to the Pet, regardless whether this is pet specific or otherwise, shall be borne by the party in control of the Pet at the material time. If control was equally shared at the material time, the fine shall be borne by both parties equally.

6. Microchipping

- i. The microchip shall name as the registered party and as a second nominated party.
- ii. Any change in the name of the registered party will be completed with the full cooperation of both parties and the cost shall be borne as follows:

7. Compliance with this Agreement

- i. In the event that the matters set out in this agreement are ignored or broken by either party to the extent that the actions amount to neglect, the Pet will revert absolutely to the other party. The defaulting party will pay all the costs that were agreed to be paid by them, as set out in Part 5, as set out below:

- ii. The parties agree that they will not take any steps to take any loan against the value of the Pet or dispose of the Pet without the express consent of the other. Any steps to do so shall result in ownership of the Pet reverting back to the non-defaulting party indefinitely and costs as agreed in this document continuing as follows:

8. Holiday Arrangements

i. Any holiday periods are to be shared as follows:

All times and dates are to be agreed between the parties giving at least [] weeks' notice in advance.

ii. It is agreed between the parties the other will:

be allowed to take the Pet outside of the jurisdiction for a period of [] consecutive days per annum

Be allowed to take the Pet outside of jurisdiction for a period not exceeding [] consecutive days.

Not be allowed to take the Pet outside of the jurisdiction [without the express consent of the other party]

iii. When a holiday booked by either of the parties coincides with the care arrangement for the Pet, as outlined above, and the Pet is not travelling with the party, the other party is to have first refusal on caring for the Pet. In the event that the other party is unavailable to care for the Pet at such time, the Pet shall be placed in suitable accommodation e.g. kennels or cattery, until such time that normal contact/ care pattern can resume.

iv. The cost for any such accommodation shall be borne as follows:

v. The parties agree that when traveling abroad with the Pet they shall comply with all legal requirements, travel welfare and quarantine regulations for the Pet and country in question and to return the pet passport (where required) to the care of the other within seven days of any trip abroad or sooner if required with the intention that other party will hold the pet passport generally. The parties will both cooperate in the obtaining of a pet passport, if so required, and split the cost equally.

9. Veterinary Care

- i. The parties agree for any non-emergency veterinary care they will seek the consent of the other party before approving the appointment and any accompanying costs. They also agree to, where possible, inform the other party of the time, date and location of the appointment and allow the other party to attend if they so wish.
- ii. Where the Pet requires emergency veterinary care, the parties may make a unilateral decision as to whether to consent to the treatment and any accompanying cost. They will endeavour, wherever possible, to inform the other party as soon as practicable about the care and cost in question.
- iii. Any decision relating to the treatment of a terminal illness of the Pet must be made with the agreement and consent of both parties. In the event that the parties are advised by a registered and regulated veterinary professional that euthanasia would be in the best interest and welfare of the Pet, both parties shall consent.
- iv. If one of the parties is unavailable or uncontactable at the relevant time to consent to any treatment or euthanasia of the Pet that requires such consent, the decision will be guided by a registered and regulated veterinary professional and consented to in the absence of the absent party.

10. Living Arrangements

- i. The parties will ensure that all relevant steps are taken to ensure that the accommodation they reside in has adequate provision for the keeping of animals.
- ii. In the event that they are living in rented accommodation they shall ensure that they are entitled to keep such Pet on the premises and that they control the Pet in such a way as to ensure they remain so entitled.

11. Breeding

- i. The Pet will not be allowed to breed unless both parties consent.
- ii. If the Pet is not being kept for the purposes of breeding, both parties will consent to the Pet being neutered where required and appropriate.
- iii. Any litter/offspring of the Pet shall be rehoused and/or sold in a responsible manner, with the proceeds of sale being split equally between the parties, or in such proportion as set out below. In the event that one of the parties wishes to purchase any number, including all, of the litter/offspring they shall purchase them from the other in the same manner as agreed within this clause.

12. Death of the Pet

i. Upon the death of the Pet, it is agreed that the Pet shall be dealt with by way of:

Cremation

Burial

The agreement set out below:

ii. The costs that result from the death of the Pet shall be borne as follows:

13. Changing this Agreement

i. In the event of the parties separating, they agree to continue meeting their financial and care obligations, as outlined above, until such time that terms of this agreement come into force.

ii. The parties shall draw up a Will or update any existing Will to include a provision expressly stating who will care for the Pet in the event of the death of the other party. If the nominated party is unable to care for the Pet, either financially or physically, an alternative party can be nominated with the consent of the other party. If there is no party willing or able to be the nominated party in the event of the parties deaths, both parties will agree a charity to take over care of the Pet. Both parties agree to provide adequate provision from their assets to meet any additional costs that may arise as a result of selecting such charity.

iii. It is agreed that each party shall keep the other party updated on any changes to their existing details, reflecting any changes in address, on any necessary documents that are kept relating to the Pet.

iv. If either party intends to move out of the jurisdiction they must inform the other of this as soon as is practicable. If a party moves out of the jurisdiction it is agreed that the arrangements above shall be amended as follows :

13. Changing this Agreement *(cont...)*

- v. In the event that one party moves outside of the jurisdiction, it is agreed that any additional costs relating to travel shall be borne by:

The party that has moved outside of the jurisdiction
The party remaining in the jurisdiction
Both parties equally
As set out below:

- vi. In the event that either or both of the parties can no longer adequately care for the Pet, either in sole care or jointly with the other, they must advise the other as soon as practicable and agree whether:

sole care shall pass to the other

sole care will pass to another person who shall continue to care for the Pet
They shall take advice from a reputable re-homing organisation with regards re-homing the Pet
They shall agree to the sale of the Pet, taking the Pet's welfare as a priority, and the proceeds to be divided as set out at above
One shall buy out the share of the other

- vii. If during the course of the ownership of the Pet, the Pet is absolutely transferred by one of the parties to the other, the parties agree:

they will still jointly remain liable for any costs relating to the Pet as agreed
the transferor will indemnify the other absolutely against any liabilities

- viii. This agreement can be varied by consent between the parties. Any such variation must be in writing and attached as an addendum to this agreement, at such point it becomes part of the agreement and therefore binding.

14. Termination of the Agreement

This agreement will end either:

- I. Upon the death of the Pet; or
- II. By written agreement between the parties; or
- III. By parties adopting or varying the same upon divorce or dissolution of civil partnerships. The parties will incorporate the terms or a varied version into a Consent Order following divorce or dissolution to be approved by the Court.

15. Acknowledgments

- i. The parties acknowledge that they have known of and shared the intention to enter into a pet-nuptial agreement since [] and they confirm they have had adequate time to reflect on the terms of this Agreement [with the benefit of independent legal advice].
- ii. The parties acknowledge that they have not been forced or placed under any undue pressure to agree to the contents of this agreement or in connection to signing and becoming bound by it.
- iii. The parties acknowledge that the terms of this agreement:
 - a) Operate from the date at the top of this document;
 - b) Are sever-able, meaning that the rest of the agreement will remain enforceable should any other part become void or unenforceable;
 - c) Shall be interpreted by the Courts of England & Wales so that if there was an issue that had to be resolved by a court, a court in England and Wales will decide its outcome.

We have signed this document and had it witnessed with the intention that the agreement is binding upon us.

Signed by [Insert X name here]
In the presence of [Insert name of X's Witness]
Witness Occupation [Insert witness' occupation]
Witness Address [Insert witness' address]

Signed by [Insert Y name here]
In the presence of [Insert Name of Y's Witness]
Witness Occupation [Insert witness' occupation]
Witness Address [Insert witness' address]