

# 1. Conditions Of Sale

This document (the 'Conditions Of Sale') sets out the basis on which we will sell a pup to you. It should be read together with the Invoices that we may send, or provide, to you. These documents set out the contract between us. If there is any conflict between these Conditions Of Sale and the Invoices, then the Invoices will take precedence in relation to that conflict only.

In this document, 'you' means the person(s) to whom the pup is to be transferred (the 'Purchaser'). We will identify the Purchaser on our Invoice to you. 'We' means the B K Hutchinson partnership trading as Brynovation Gundogs and its successors. 'Proprietor' means Barry Hutchinson and Gillian Evans.

### 2. Our Aim

To breed, and supply, high genetic quality, healthy, working strain dogs, to verified Purchasers.

#### 3. Your Role

We will achieve the best result for you if you give us as much information as possible at the outset. Please tell us as soon as you can of any changes in your objectives or circumstances, or if you receive relevant information that changes your outlook in relation to your pup.

### 4. Responsibility

Our Proprietor(s) is(are) pivotal in the management of our dogs, kennels, and the supply of your pup to you. Barry Hutchinson is responsible for the overall supervision.

Any advice rendered by us, unless otherwise agreed in writing by us, is solely for your benefit and must be kept confidential. Our advice may not be relied on by you except for the pup to which it relates. It may not be disclosed to any third party unless we agree that you may do so, or you have a legal duty to disclose it. Our advice may not be used or relied on by any third party without our prior written

### 5. Communication

We will communicate with you at any address, email or telephone number we have for you, unless you ask us to use a particular address.

## 6. Email

Email travels over the public internet and is subject to certain shortcomings; once a message has left our server, we cannot guarantee that it will remain confidential nor when or whether, the message will arrive. If you do not want us to communicate by email, please advise us. Our legal notice attached to all emails contains other important restrictions and notices.

# 7. Confidentiality

We will keep all information relating to your purchase confidential, unless you consent otherwise. If we are required for any reason, compulsorily, to disclose documents or to give information orally or in writing relating to your purchase pursuant to a Court Order, notice or demand served by an entity or person with the authority to compel such disclosure, then we shall comply.

8. Data Protection
We are committed to respecting your privacy and the data which we hold about you. We will keep information about you and we may use it to provide you with information on any of our services which we think may be of interest. By accepting these terms, you consent to us using your contact details in this way. If this is not acceptable to you, please write to us at our address shown on these Conditions Of Sale.

# 9. Queries Or Concerns

We will explain the principle issues relating to your pup and we will explain the principle issues relating to your pup and may from time to time contact you to enquire of progress. If you are uncertain about what is happening, at any stage of your pup's life, please ask. If you are not satisfied with the response, you should request our Complaints Handling Procedure.

# 10. Kennel Specific Traits

Your pup is bred from hardy working stock, and has been reared in a kennel environment. It has been used to the presence of other pups and / or mature dogs but, in our experience (and that of previous Purchasers), it should be well adjusted to live alone, if necessary.

Your pup has been exposed to a variety of adults, children, and livestock. It has responded positively in all cases.

We do not release pups that we consider have yet to reach the necessary level of physical, mental and emotional maturity.

# 11. Breed Specific Traits

Generally, we have bred specifically to avoid the most severe breed specific traits, as verified by our Kennel Club

Assured Breeder Scheme status. However, you should be aware of the following :-

Retrievers • Your pup will be strong and willful, if allowed. Early enforcement of basic discipline is advisable, in order to avoid an unhandlable heavy mature dog, later. A command to sit and walk to heel should be a minimum. Early, and effective, lead training is a must. • Of any breed, Labradors have a renowned propensity for greed, and that should be controlled throughout your pup's life. Not only must care be taken with the amount (and quality) of food formally offered, but also beware of other sources (treats, flora and fauna, carrion, and even bin contents!). • Joints can be a problem in later life for most dogs, but overweight Labradors are particularly prone.

Cocker Spaniels • Your pup will be energetic from the very start. The temptation to totally wear it out should be avoided. • Even the boldest characters have a very sensitive streak, and an early act of overindulgent discipline can be catastrophic, particularly for advanced training. • That very glossy long coat can soon become an uncomfortable tangled mess, particularly after forays in undergrowth, if not managed regularly.

Dachshund 'Teckels' • Your pup will be relatively slow to mature (not achieving full grown proportions until up to two years of age) but that is entirely normal. • Whilst mostly reliable, a Teckel can not resist an occasional 'private venture', and trust should be moderated. • Some dogs will bark at certain prompts which is consistent with their blood tracking heritage.

**Pointers** • Your pup will be a lean, athletic, machine, built for speed. • A strong desire to work should not be discouraged, and should be expected even in a companion setting. • Thin skin and modest hair covering can easily contribute to sores that should be managed with immediacy to avoid unnecessary discomfort.

#### 12. Socialisation

Your pup has been part of a close litter, from which the dam has been gently removed since weaning, at four weeks of age.

Your pup has been introduced to; pups of other ages from other litters, other mature dogs and bitches of a variety of breeds (only from our kennels), various livestock, children, vehicles and machinery, and a variety of people.

Your pup has been part of a daily routine of feeding, cleaning, exercising, and socialising, both alone and as one of the litter.

Your pup, for at least the first twelve months, should continue to be exposed to people, children and other dogs. For those living in, working, or just enjoying the countryside, your pup should be confirmed as broken to livestock, concluding the basic introduction we have made.

# 13. Exercise

Just like people, the exercise requirements, and lives of dogs, vary greatly. That said, all dogs require at least a minimum amount of daily exercise and stimulation, which should be as enjoyable for you, as it is for your pup.

As a guide, your pup (for at least the first twelve months) should have at least three short walks per day (not less than ten minutes each, at least three hours apart) and enjoy not less than one half hour unstructured free play every day. The walks can be combined with basic training

Once mature, your pup's exercise requirements should be balanced with diet and other stimulus. By then, it is likely that you will have got to know your pup more than well enough to be able to assess an appropriate level of exercise

# 14. Training

Your pup has, very purposefully, been given no training. It will not answer to any given name, and has not been asked to do anything as an individual, however, it has been encouraged as part of a group, but without any specific designation of command.

As a minimum, we suggest that your pup should; sit (until told to do otherwise), walk to heel on the lead, and come to a given recall, without fail. All three of these basic requirements can be taught at feed and walk times, without the need for any special training sessions.

For sit, hold the pup's bottom to the floor whilst saying your chosen command (sit, hup or down for example), before releasing it to food with a release command (yes, get on or go, for example).

For heel, place the lead on the pup, and walk two or three ten metre circuits repeating your chosen command (probably heel!) before following the sit training routine.

For recall, sit the pup a few metres away (using your indoctrinated sit command) and move back to the food,

before calling using your recall signal (often a referee's whistle) and encouraging the pup to come to you and the ond. Once mastered, make a triangle of the sat pup, you and the food, calling the pup to you before sending it on to the food. Finally, use your recall command / signal in the open, without food, but at first heavily gesturing with open arms and getting down to pup level.

# 15. Grooming

To Goat Your pup's coat has a great deal of inbuilt natural resilience, but does require some attention, on a weekly basis. We do not advocate the use of shampoos; they deplete the natural oils that protect your pup's coat and skin. Basic brushing, regularly, is all that a dog truly requires, to remove dead hair, detangle existing luscious growth, and stimulate new growth. It also serves to remove debris and detritus which are the most common causes of discomfort, irritation and infection.

Ears Your pup's ears should be checked during coat grooming, for signs of mites, commonly redness, heat and dirt. Simply remove dirt using earbuds, cotton wool and a veterinary approved antibacterial earwash. In severe cases, seek advice from your veterinary surgery.

**Claws** The simplest way to manage claws, throughout your pup's active life, is by sufficient road walking. The abrasive action serves to shorten and round claws, as well as hardening pads. If cutting is required, use proper dog claw clippers and ensure that the area of the quick is avoided by a margin.

Eyes Generally, your pup's eyes should not need any management but, at certain times of the year, they can weep a little. Simply bathe in clean warm water using a particle free cloth.

Teeth If your pup has a good diet, and regular access to chews and bones, his breath should be fresh and his teeth

# 16. Feeding

Your pup has been fed three times per day since weaning (at about 0800, 1300 and 1700). It will soon have sufficient stomach capacity to be reduced to twice daily and, in a few months, if you desire, just once.

Your pup has been fed on Royal Canin Puppy in sporadic combination with tripe and raw and cooked meats and fishes. The amount of food will be advised to you, upon collection of your pup, and you will be provided with a complementary quantity of Royal Canin Puppy, which is a complete feed in itself. If you want advice on additional unprocessed feedstuffs, we will give it.

The dam and pups have been treated in accordance with the accompanying Schedule Of Veterinary Treatment.

We recommend that you seek Veterinary advice on parasite management (including any other animals you may have) as soon as your pup arrives at home. Once a regime, and products have been established, your pup should be broad spectrum treated for parasites, at least once every three months, for life.

# 18. Veterinary

Your pup has satisfactorily passed a veterinary inspection, prior to leaving us, however, we recommend that you seek your own independent opinion, immediately, for peace of

Your pup has NOT been vaccinated (unless we inform you otherwise). You should seek Veterinary advice in relation to immunization.

# 19. Contracts (Rights of Third Parties) Act 1999

For the purpose of section 1(2) of the Contracts (Rights of Third Parties) Act 1999, it is agreed that no term of our agreement with you shall be enforceable by a third party, except our associates.

# 20. Applicable Law

This agreement between us is governed exclusively by English law.

# 21. Lifetime Guarantee

We will accept any pup back, without refund, at any stage, subject to The Kennel Club Limited transfer of ownership. We will accept any pup back, up to six months of age, subject to The Kennel Club Limited transfer of ownership, and with a full or partial refund at our sole discretion.

# 22. Contact Details

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