

Cyngor Bwrdeistref Sirol



CROFT KENNELS

AND

BRIDGEND COUNTY BOROUGH COUNCIL

**CONTRACT FOR THE PROVISION OF
DOG KENNELLING SERVICES**

APPENDIX A

This Agreement dated the _____ day of _____ 2008 is made between Croft Kennels of Waun Davey House, Heol Llan, Coity, Bridgend, CF35 6BU (hereinafter referred to as "the Contractor") and Bridgend County Borough Council of Civic Offices, Angel Street, Bridgend, CF31 4WB (hereinafter referred to as "the Council")

Recital

This Agreement is for the provision by the Contractor of dog kennels for the housing of stray dogs seized by or received by the Council under the provisions of the Environmental Protection Act 1990.

Definitions

"Agreement" shall mean this Agreement.

A "nominated Council Officer" means a Council employee who has been notified to the Contractor as being an officer who has been authorised by the Council to undertake the duties specified in the Agreement on behalf of the Council.

"Notice" means a notice issued or received in accordance with Clause 15 of this Agreement.

Now it is Hereby Agreed that:

Provision of Kennelling

1. The Contractor agrees that dogs seized by the Council shall be held at the Contractor's kennels for a confinement period of seven days (unless contacted by the owners) which will include the statutory seven days required under the Environmental Protection Act 1990.
 - 1.1 After the expiration of the seven day period, the Contractor accepts responsibility for re-housing or destroying the dogs and any ancillary costs associated therewith, except where provided for within the Agreement. The Contractor must not allow any dog for which they become responsible to be used for the purposes of vivisection or any unlawful pursuit such as dog fighting.
2. The Contractor is to provide kennelling facilities for receipt of dogs either from;
 - 2.1 Officers of the Council or members of the public.

Term of Agreement

3. This Agreement shall be for an initial period commencing on the day of 2008 up until 31 March 2009 and will then be renewed annually in consultation between the Public Protection Department, the Procurement Department of Bridgend County Borough Council and Croft Kennels.

Contractor Obligations

4. The Contractor agrees to the following obligations:
 - 4.1 To provide dog kennelling facilities for use by the Council.
 - 4.2 To be licensed by the appropriate Local Authority in which the Contractor's kennels is based under the provisions of the Animal Boarding Establishments Act 1963 (the "Licence").
 - 4.3 To ensure that at all times all the conditions relating to the Licence are met in full and in particular but without prejudice to the generality of this clause that the Contractor shall ensure that the dogs are treated humanely and that the following are carried out to the full satisfaction of a qualified Veterinary Surgeon, MRCVS:
 - 4.3.1 The dogs are kept in accommodation suitable as respect construction, size of quarters, number of occupants, exercising facilities, temperature, lighting, ventilation and cleanliness.
 - 4.3.2 The dogs are adequately supplied with food and drink and bedding material, adequately exercised and visited daily to ascertain their health and condition.
 - 4.3.3 Adequate provision is made for the protection of the dogs in the event of fire or other emergency.
 - 4.3.4 All reasonable precautions must be taken to prevent the transmission of disease, including:-
 - 4.3.4.1 A separate reception area for dogs received under the provisions of this Agreement.
 - 4.3.4.2 Provision of adequate isolation facilities for use if necessary.
 - 4.3.4.3 No more than one dog to each kennel, except that in the case of puppies of the same litter, bitches with puppies or dogs known to be of the same group and accustomed to company may be waived. In these circumstances occupation of the kennels shall be such that the size is still considered adequate for the dogs in the kennel.
 - 4.4 That a register is kept containing the description of any dog taken into kennels, together with the date and manner of arrival and departure, the name and address of the owner (if known), any veterinary treatment received and method of disposal. Such register to be kept on the premises and to be available at all times for inspection by any nominated Council Officer.
 - 4.5 To ensure compliance with the Health and Safety at Work etc Act 1974; Environmental Protection Act 1990; Dangerous Dogs Act 1991; Protection of Animals Act 1911; Animal Boarding Establishment Act 1964; Animal Health Act 1981; Breeding of Dogs Act 1991 and 1973; Dangerous Wild Animals Act 1976 and the Animal Welfare Act 2006.

Notices

5. To comply with the terms of any Notice specifying a breach of the provisions of the Agreement and requiring the breach to be remedied so far as it may be remedied but nothing in this clause is intended to require the Council to serve notice of any breach before taking action in respect of such breach.

Access and Times of Operation of Reception:

- 6.1 To make available facilities for the reception of dogs into the kennel as follows:
 - 6.1.1 From members of the public:-

Between the hours of 11.00am-6.00pm Monday to Sunday (except Bank Holidays).
 - 6.1.2 To nominated Council Officers as required within the times specified at Clause 6.1.1 and at any time with prior notice being given to the Contractor.
- 6.2 To make available facility for the collection of dogs from the kennels as follows:
 - 6.2.1 To members of the public:-

Between the hours of 11.00am-6.00pm Monday to Sunday (except Bank Holidays).
 - 6.2.2 To nominated Council Officers as required within the times specified at Clause 6.2.1 and at any time with prior notice being given to the Contractor.

Additional Services

- 7.1 The Contractor shall at the request of the Council provide a collection of dogs service for which the Council shall pay the Contractor the amounts shown in the Payment Schedule.

Receipt and Collection of Dogs

- 7.2. From/to members of the public:
 - 7.2.1. No dogs shall be accepted from any resident within the Local Authority area of the Council or stray dogs found in the Local Authority area of the Council unless full details of the date and manner of arrival and person depositing the dog are recorded in the register.
 - 7.2.2 No dogs shall be given to any member of the public within the seven day period unless the full fine and associated fees are paid to the Contractor who will forward the appropriate monies onto the Council. The Contractor

is to keep fully documented accounts and to invoice the Council on a monthly basis.

7.2.3 The public shall be charged by the Contractor at the same rate as the Council as specified in the Payment Schedule of this Agreement.

7.2.4 From/to a nominated Council Officer:-

Written authorisation/receipt will be supplied before or at the time of transfer of the dog.

7.2.5 After the seven day period when the dog becomes the responsibility of the Contractor, all reasonable efforts must be made to ensure that a dog is not sold back to the previous owner, without the agreement in writing from a nominated Council Officer.

7.2.6 If a dog is picked up and boarded twice then at the end of the second seven day period, if it remains uncollected, it is either to be destroyed or re-homed outside the Council area, after obtaining the agreement from a nominated Council Officer.

Veterinary Treatment:

8.1 That all dogs will be vaccinated within 48 hours of arrival at the kennels.

8.2 To arrange to provide for diseased or sick dogs to be properly treated by a qualified Veterinary Surgeon, MRCVS, and to notify the facts to the nominated Council Officer before hand or as soon as is reasonably practical.

8.2.1 In the event of 8.2 the Contractor will make all reasonable efforts to recuperate costs from the dogs owner, but if this is not possible then upon receiving the prior consent of the Council's nominated officer the veterinary costs incurred during the seven day period will be paid by the Council.

8.2.2 The Council may in exceptional circumstances agree to pay veterinary costs incurred by the Contractor after seven days subject to that approval and the terms upon which that approval is given complying with Clause 18 of this Agreement.

8.3 Arrange treatment to include destruction if deemed necessary by the Veterinary Surgeon.

8.4 Retain documentation, including evidence of diagnosis etc, should be retained and made available to the nominated Council Officer for a period of twelve months following receipt of the dog.

8.5 In cases of suspected cruelty (to be diagnosed by the vet) to the animal the nominated Council Officer must be informed as soon as is reasonably practicable.

- 8.6 Where, in the interests of animal health and welfare or public safety, a nominated Council Officer is of the opinion that a dog should be put down after the seven day period this must be carried out by a qualified Veterinary Surgeon as soon as possible after the expiration of the seven days.
- 8.7 The nominated Council Officers to be notified of any deaths of dogs due to communicable disease at the kennels (e.g. Parvo Virus) as soon as is reasonably practicable.

Aggressive Dogs and Rabies

- 9.1 Any dog which is deemed to be unreasonably aggressive by a nominated Council Officer or kennel staff is to be behaviourally assessed by the vet. Public safety must be the primary consideration in any decision to put down an aggressive dog.
- 9.2 In the event of a Rabies Incident/Outbreak in the Local Authority area of the Council, the Contractor is to afford reasonable assistance to the Council in the isolation of seized animals and other actions as may be sought in accordance with the Rabies Outbreak Plan.

Communication

- 10.1 To provide and maintain a suitable fax machine for the receipt of authorisation for the receipt or release of dogs etc.
- 10.2 To provide 24 hour telephone contact facility by a nominated Council Officer to enable access to the contractors premises at any time.

General

- 11.1 That the nominated Council Officer to be allowed, at any reasonable time, access to all parts of the premises for the purpose of ensuring that the terms of this Agreement are being adhered to.
- 11.2 That a notice containing all relevant charges and contact details (supplied by the Council) must be on display in a position clearly visible to members of the public delivering or picking up dogs.
- 11.3 To return to the Council on a monthly basis statistics stating:
- No. Dogs reclaimed;
 - No. Dogs re-homed;
 - No. of dogs given to charities;
 - No. of dogs remaining at pound;
 - No. of dogs euthanased.

Payments

12. Payments for the service in accordance with the claims from the Contractor will be made as follows:-

- 12.1 Providing the work/services is of satisfactory performance, payment in accordance with the rates contained in the Payment Schedule will be made on the basis of a fixed rate per dog for all or part of each day during the seven day period the account to be submitted at the end of each calendar month.
- 12.2 Payment in accordance with the rates contained in the Payment Schedule will be made following a statement submitted to the Council each calendar month for veterinary fees together with a vaccination for each dog.
- 12.3 The Contractor will forward all monies owed to the Council (e.g. payment of fees) on a monthly basis.

Termination for Breach

- 13.1 The following obligations are conditions of this Agreement and any breach of them shall be deemed a fundamental breach which shall determine this Agreement immediately and the rights and liabilities of the parties shall then be determined in accordance with Clause 14.
- 13.2 Failure on the part of the Contractors to observe any obligation under this Agreement not requiring Notice to be served and in the case of obligations requiring Notice to be served failure to comply with the terms of any Notice.
- 13.3 If the Contractor's Licence to provide dog kennelling facilities is revoked then the Contractor is to notify the Council within 24 hours of the revocation and this Agreement will terminate immediately thereafter.
- 13.4 In the event of the Contractor being unable to continue running a dog kennelling facility then the Contractor shall give the Council a month's prior written notice so that alternative arrangements can be made for dog kennelling facilities.

Termination Consequences

- 14.1 In the event of this Agreement being determined whether by effluxion of time Notice breach or otherwise:
- 14.2 The Council shall immediately pay to the Contractor:

All arrears of payments and any other sums due under the terms of this Agreement.
- 14.3 Either party shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this Agreement and the determination of this Agreement shall not affect or prejudice such rights and remedies and each party shall be and remain liable to perform all outstanding liabilities under this Agreement notwithstanding that the other may have exercised one or more of the rights and remedies against it: and,

- 14.4 Any right or remedy to which either party is or may become entitled under this Agreement or in consequence of the other's conduct may be enforced from time to time separately or concurrently with any right or remedy given by this Agreement now or afterwards provided for and arising by operation of law so that such rights and remedies are not exclusive of the other or others but are cumulative.

Notices

15. All notices to be given under this agreement shall be in writing and shall either be delivered personally or sent by first class or prepaid post or facsimile transmission and shall be deemed duly served.
- 15.1 In the case of a Notice delivered personally, at the time of delivery.
- 15.2 In the case of a notice sent inland by first class prepaid post, two clear business days after the date of dispatch.
- 15.3 In the case of a facsimile transmission if sent during normal business hours then at the time of transmission and if sent outside normal business hours then on the next following business day provided (in each case) that a confirmatory copy is sent by first class prepaid post or by hand by the end of the next business day.

Each notice shall be addressed to the address of the party concerned set out in this Agreement or to such other address as that party shall have previously notified to the sender.

Freedom of Information

- 16.1 The provisions of this Agreement are subject to the obligations and commitments of the Council under the Freedom of Information Act
- 16.2 The decision on whether any exemption applies to a request for disclosure of information is a decision solely for the Council;
- 16.3. Where the Council is managing a request under the Freedom of Information Act the Contractor shall co-operate with the Council and shall respond within five Working Days of any request by it for assistance in determining how to respond to a request for disclosure.
- 16.4 The Council will consult the Contractor in relation to any request for disclosure of any information that could be regarded as confidential in respect of this Agreement

Interpretation

- 17.1 The masculine includes the feminine and in the case of a corporation the indefinite article and words importing the singular include the plural and vice versa where the context requires.
- 17.2 Any reference to any statutory provision shall include a reference to any modification amendment or re-enactment thereof.

17.3 The headings in the Agreement shall not be deemed to be a part of thereof or be taken into consideration in the interpretation or construction thereof or of the Agreement.

Variation of Agreement

18. No variation to the Agreement shall be effective unless in writing signed by a representative of the Contractor and the nominated Council Officer.

Payment Schedule

1. Standard rate to administer 1 st vaccination to each dog	£16.08
2. Daily Boarding rate per dog including pups	£11.00
3. Standard charge for destruction of a dog	£20.60
4. Out of hours dog collection service	£35.00
5. Collection service (daytime only – fixed fee)	£30.00

All the above charges are exclusive of VAT

IN WITNESS WHEREOF the parties have entered into this Agreement under the hands of their authorised representatives the day and year first before written.

Signed on behalf of

Croft Kennels

Signature:

Printed name:

Position:

Date:

Signed by:

duly authorised by Bridgend County Borough Council to enter into this Agreement

Signature:

Printed name:

Position:

Date: