



RNZSPCA Pet Legacy Plan Terms and Conditions

Please read these Terms and Conditions (Terms) before applying to join the SPCA Pet Legacy Plan (The Plan). Registration with The Plan constitutes your acceptance of these Terms, which take effect on the date that your SPCA Pet Legacy registration is accepted by SPCA. Acceptance onto The Plan will be confirmed by post or email.

1. SPCA Pet Legacy is owned and run by Royal New Zealand Society for the Prevention of Cruelty to Animals (SPCA) (Charities Commission number CC64075) and operates throughout New Zealand. SPCA operates in New Zealand only. References in these Terms to "SPCA", "we", "us" or "our" refer to the RNZSPCA.
2. All rehoming decisions are based on SPCA's rehoming policy.
3. For the purposes of these Terms, any person who has been assigned responsibility to manage The Client's affairs in the event of their death is referred to as 'The Responsible Person.' This includes any individual who has legal responsibility for the Client's assets/estate on the death of The Client so that arrangements can be made on behalf of and in accordance with the wishes of The Client.
4. SPCA reserves the right to modify these Terms at any time.

Eligibility for SPCA Pet Legacy

5. Pet Legacy is a service for pets and their owners. For the purposes of the Plan, the definition of a pet animal covers any animal sharing The Client's life as a companion pet. (While an assistance pet, such as a guide dog, is classed as a primarily working animal and remain under the ownership of New Zealand Guide Dogs). SPCA reserves the right to make the final decision as to whether the animal fits the definition.
6. A pet will only be registered onto the Plan if an SPCA Pet Legacy Plan Agreement has been completed by The Client and accepted by SPCA. The Client must submit Information forms for each pet they wish to register onto the Plan. If The Client wishes to register more than five pets, they should call the SPCA Pet Legacy Plan Team. Acceptance onto The Plan will be confirmed by post or email. The Client must have left a gift in their Will and be a confirmed legacy donor to the SPCA.

7. SPCA operates in New Zealand only, and as such The Plan is available to pet owner's whose pet still resides in New Zealand. Should there be any change in The Plan Member's circumstances where they and their Pet no longer resides within New Zealand, Pet Legacy registration will cease.
8. As Pet Legacy Plan is an exclusive service for confirmed legacy donors. The Plan does not include rehoming Pets during The Plan Member's lifetime on a temporary basis. When The Plan Member feels they are unable to look after the pet due to their own illness or capacity issues, The Plan Member or family member should contact the SPCA Pet Legacy Team on 021 598 313 to discuss the situation and seek further guidance and advice.

Collection of a Pet Legacy Plan animal

By registering with The Plan, The Plan Member gives permission for SPCA to take full responsibility of their Pet. Legal ownership of their Pet will take effect on completion of a 'Transfer of Ownership' form.

9. On completion of the transfer of ownership, Pet will be rehomed through an SPCA Centre.
10. The Responsible Person and SPCA should work together to make prior arrangements for the interim care and collection of the Pet. While every effort will be made to ensure minimal waiting time, we ask that The Plan Member considers making arrangements with The Responsible Person to look after the Pet whilst preparations are being made to bring the Pet into SPCA care.
11. If there is any equipment to be used for the care of the Pet at the time of The Plan Member's death, these should be included in the Will and passed over to the SPCA for the care of that Pet. For instance, a dog bed, collar, vivarium etc.

Rehoming an SPCA Pet Legacy Pet

12. As per SPCA rehoming policy, the Pet's health, behaviour and welfare will be assessed on arrival.
13. While we do everything we can to find a new home for Pets as quickly as possible, some Pets may take longer to rehome. Where a Pet is not coping well, we will try to find them a place in foster care. There may be some Pet that cannot be rehomed due to legislative requirements; e.g Regional Pest Management Plan (RPMP) restricting the rehoming of some species.
14. While every effort is made to accommodate Plan Member requests, there may be some instances where this is not possible. For instance, where the request to rehome pets together is preventing them from being placed in a new home which could subsequently impact health or welfare of one or both Pets. SPCA reserves the right to make the final decision on rehoming.
15. The Plan is a rehoming plan and the SPCA cannot accept requests for indefinite care of a Pet by The Client.
16. Under The Plan, the SPCA will do everything possible to rehome a Pet providing they are rehomeable and coping well. A Pet may not be considered rehomeable where any of the following scenarios exist:
 - a. Their quality of life is or may become affected by issues stemming from severe or unmanageable health and/or behavioural problems.
 - b. They have mental health and behavioural problems that mean rehoming the Pet would create undue risks to humans or other animals.

- c. They have a disease that is transmissible to humans or other animals.
 - d. It is prohibited by The Wild Animal Control Act (1977).
17. Pets with a minor disease transmissible to humans or other animals may still be rehomed to any home where it does not place others at risk and only on veterinary advice.

Care of an SPCA Pet Legacy Plan Pet

18. The welfare interests of Pets within the Plan are always our foremost priority. Where the Plan Member has a reasonable request that falls outside of the standard Pet Legacy registration, SPCA will endeavour to do everything it can to honour these within the framework of the law and our organisational policies.
19. Upon transfer of ownership to SPCA, the Pet becomes the property of SPCA. As such, any and all decisions relating to the Pet from that point will be made by SPCA.
20. In rare circumstances, and in the interests of the Pet's welfare or if the Pet is not rehomeable as per clause 16 and 17 of these Terms, euthanasia may be considered. These decisions are subject to veterinary, and in some cases behaviourist, advice and are based on health, behaviour and current legislative guidance (where relevant).
21. It may be possible for The Plan Member's friends or family to receive updates about the Pet within the Plan whilst the Pet is in SPCA care, although this will be at the sole discretion of SPCA staff based at the Centre on the best interests of the Pet.

Privacy - what we do with your information.

22. Information on how we use your personal data is set out in our SPCA Privacy Statement, published at: <https://www.sPCA.nz/> alternatively you can find out more by contacting our Giving Hearts Team on 021 598 313.