

This purchase occurred two months ago. The relevant parts of the contract have been highlighted by the parties. A congratulatory letter was also provided with the purchase of the puppy. The rest has not been relied upon and omitted.

## The Congratulatory Letter

### ***Congratulations on buying your new furry friend!***

*Dear [Purchaser],*

*[general knowledge omitted - tips on caring for animals. Not relevant to dispute.]*

*Your new pet may experience stress upon moving to its new home. Stress has many symptoms. You may notice vomiting, diarrhea and a reluctance to eat and drink.*

*These are common to many pets experiencing living in a new environment for the first time.*

## The Contract

### **14. Refunds and returns**

**14.1** *If within 7 days (the "Commitment Period") the pet is diagnosed with a serious illness, supported by a veterinary statement, [Pet Shop] has the discretion to refund the price of the pet upon return or supply a replacement pet free of charge.*

**14.2** *The pet must be examined by a veterinarian within 72 hours of purchase. The Purchaser must provide [Pet Shop] with a detailed diagnosis of the pet signed by the veterinarian. A pet examination is available free of charge at [Vet B]. The Purchaser must inform [Pet Shop] if aware that the pet is displaying any symptoms of ill health.*

**14.3** *If the Purchaser wishes to extend the 7 day refund period in 14.1, the Purchaser may do so by providing [Pet Shop] with a written request, along with the signature of a veterinarian. Doing so will extend the refund period by an additional 15 days. The Purchaser may only extend the refund period once.*

### **19. Guarantee**

**19.1** *[Pet Shop] guarantees that the pet is of acceptable quality at the time of purchase.*

**19.2** *"Acceptable quality" means free from defects as a reasonable consumer, fully acquainted with the state and condition of the pet (including any hidden defects of the pet), would regard as acceptable.*

**19.3** *If the pet is found not to be of acceptable quality at the time of purchase, the Purchaser is entitled to a full refund.*

**19.4** *In the event that a dispute arises regarding this guarantee, Kleros is to be used to determine whether the pet is of acceptable quality under 19.2*

## Agreed Facts

Two months ago, after taking the puppy home on Friday and feeding it, the puppy began vomiting. The next day, the Purchaser rang the Pet Shop and notified them of the vomiting. The staff member said that this was common to recently rehomed puppies due to stress from the new environment.

On Monday, the Purchaser took the puppy to Vet A, a vet of the Purchasers choosing, and showed Vet A the contract which required the puppy to be examined. Vet A requested a 15 day extension of time under section **14.3** of the contract.

Vet A filled out a health report for the puppy which stated:

- the puppy showed signs of vomiting and diarrhea
- these symptoms were consistent with gastroenteritis, a common and curable disease
- the cause was unknown.

The day after taking the puppy to Vet A, the Purchaser took the puppy to the Pet Shop and requested a full refund. The Pet Shop took the puppy back, but refunded only 75% of the purchase price.

On Thursday, the Purchaser took the puppy to Vet B. Vet B assessed the puppy and signed a new health report which stated:

- the puppy stayed with Vet B for two days for monitoring
- no health issues were identified
- the puppy was released after two days and no signs of illness

Two months ago, when the puppy was released from Vet B on Saturday, it was sold to a new purchaser the same day. The new purchaser has not reported any health issues.

### **Purchaser's Submissions**

The puppy was not of acceptable quality under **19.2** of the contract because it was sick. Vet A observed it to be sick, and after leaving her practice, the puppy continued to be sick, leaving blood in its diarrhea and continuing to vomit. It was unwell when I returned it to [Pet Shop]. I have obtained another statement from Vet A to assist in my case.

#### ***Statement from Vet A***

*This statement is of my recollections of the puppy I examined two months ago.*

*The puppy was small, lean, and a bit depressed. It was also a bit uncomfortable when touched on the abdomen. [The Purchaser] also told me the history of the puppy's symptoms, being blood in the faeces and vomiting.*

*As I was unsure whether the puppy would improve or get worse over the next few days, I suggested [the Purchaser] to go back to [Pet Shop]'s vet for treatment, and diagnostics if needed, because the puppy was covered by a health guarantee from [Pet Shop].*

*When I saw the puppy, I believed its condition was serious enough to warrant a full refund.*

*The fact the puppy has since recovered is irrelevant.*

As the puppy was sick, it was not free from defects under the guarantee and I am entitled to a full refund.

### **Pet Shop's submissions**

In my opinion, [the Purchaser] has simply changed [its] mind about buying a puppy, which is why I refunded only 75% of the purchase price. It is normal that puppies experience some stress upon relocation, and this often results in vomiting, diarrhea, bloody stool, and other gastroenteritis-related symptoms. I offered to extend the 7 day period an extra 15 days under **14.3** to see if this would solve the problem, however [the Purchaser] demanded a refund immediately. I took the puppy back and put it in an isolation room (so it would not transmit an illness to other dogs in case it really was sick), but it looked healthy and ate and drank normally. [Vet B] found no problems with the dog, even after it stayed with [Vet B] for a few days, and on the day it was released another customer bought the puppy. It's been two months since the new customer bought the puppy and they have reported no issues with it.

The puppy was not sick, was of acceptable quality, and the purchaser is not entitled to a refund. I have already returned 75% of the price regardless, but I don't think I had any obligation to do so.