



MEMORANDUM OF AGREEMENT  
ENTERED INTO BY AND BETWEEN

**NHT HIGHVELD HORSE CARE UNIT**  
**(A COMPANY INCORPORATED IN TERMS OF SECTION 21)**  
**REGISTRATION NUMBER : 2002/026387/08**  
(duly represented by : \_\_\_\_\_)  
(hereinafter referred to as the "UNIT")

AND

\_\_\_\_\_  
Identity Number: \_\_\_\_\_

(hereinafter referred to as the "ADOPTER")

**WHEREAS** the UNIT is the owner of the horse as detailed in Annexure "A" hereto (hereinafter referred to as the "HORSE") ;

**AND WHEREAS** the ADOPTER wishes to adopt the HORSE in order to utilise it for his/her enjoyment ;

**AND WHEREAS** the ADOPTER meets the requirements laid out for the adoption of animals by the UNIT as set out in Annexure "B" hereto ;

**AND WHEREAS** the parties have reached agreement governing the adoption of the HORSE and wish to reduce the agreement in writing ;

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS :**

**1. ADOPTION**

The ADOPTER hereby adopts the HORSE from the UNIT, which hereby transfers possession of the HORSE to the ADOPTER, subject to the conditions contained herein ;

## **2. PERIOD OF THE ADOPTION**

The adoption shall commence upon signature of this agreement and payment in terms hereof and shall continue until terminated in terms of clause 9 hereof, alternatively when the ADOPTER no longer wishes to have possession of the HORSE and returns same to the UNIT;

## **3. PAYMENT FOR THE ADOPTION**

- 3.1 In return for the use and enjoyment of the HORSE and as an "adoption fee" the ADOPTER shall make payment of the amount set in Annexure "A", which is calculated in relation to the expenses incurred by the UNIT in the rehabilitation of the HORSE as well as the administrative and registration fees of the UNIT ;
- 3.2 The ADOPTER shall also make payment of the set cost of transporting the HORSE from the UNIT to the premises at which the HORSE is to be kept ;

## **4. RESERVATION OF OWNERSHIP**

The HORSE remains the property of the UNIT during the continuance of this agreement and the HORSE may not be sold, loaned or rehomed by the ADOPTER.

## **5. PREMISES AT WHICH THE HORSE IS TO BE KEPT**

The ADOPTER shall keep the HORSE at the premises as set in Annexure "A" hereto, and should he/she wish to accommodate the HORSE elsewhere, the ADOPTER shall be required to obtain written consent of the duly authorised representatives at the UNIT *prior* to removing the HORSE from the original premises ;

## **6. OBLIGATIONS OF THE ADOPTER**

- 6.1 The ADOPTER shall be obligated to feed, house and care for the HORSE to the satisfaction of the UNIT ;
- 6.2 The ADOPTER shall not be entitled to breed or race the HORSE under any circumstances ;
- 6.3 The HORSE may not be used for commercial purposes whatsoever ;

## **7. LIABILITIES OF THE ADOPTER**

The ADOPTER shall be responsible for:

- 7.1 All the costs for caring for and maintaining the HORSE in the condition acceptable to the UNIT during the time that the HORSE is within the care of the ADOPTER ;
- 7.2 All costs of any veterinary and farrier care required by the HORSE ;
- 7.3 All cost of any maintenance or alterations to the premises at which the HORSE is kept should some be required by the UNIT ;

## **8. INSPECTIONS**

The representative of the UNIT shall be entitled to enter onto the premise where the HORSE is being kept from time to time with notice to the ADOPTER to conduct inspections of both the premise and the condition of the HORSE itself;

## **9. BREACH**

- 9.1 In the event of the ADOPTER breaching any of the terms of this agreement, the UNIT shall be entitled to immediately confiscate the HORSE from wherever it may be found and bring it back to the UNIT, without prior notice to the ADOPTER;
- 9.2 Upon the confiscation of the HORSE this agreement shall lapse and the UNIT shall be under no obligation to return the HORSE to the ADOPTER, nor be liable for any compensation to the ADOPTER for any financial input that the ADOPTER may have made to the care of the HORSE;
- 9.3 IT is agreed by the parties, that should the UNIT confiscate the HORSE in terms of this clause, the ADOPTER shall be liable to make payment of a sum equal to all costs incurred by the UNIT relating to the inspections and subsequent confiscation of the HORSE, immediately upon demand, and an account provided to the ADOPTER by the UNIT shall be sufficient proof of the amount due by the ADOPTER to the UNIT;

## 10. MULTIPLE CONTRACTS

Should the ADOPTER have signed more than one contract with the UNIT in respect of different horses, it is hereby agreed that, in the event of the ADOPTER breaching any one of such contracts, he shall be deemed to have breached all the contracts and the UNIT shall immediately be entitled to confiscate all UNIT horses from the ADOPTER, or wherever they may be, notwithstanding the fact that the ADOPTER may not have breached the contract relating to that specific horse.

## 11. OFFSPRING OF HORSES

- 11.1 Notwithstanding the provisions of clause 6.2, should the horse adopted under this policy, have any offspring, the foal/s shall immediately be deemed to be governed by this agreement, and any reference to the "horse" in this agreement shall extend to the foal/s;
- 11.2 The ADOPTED is bound to notify the UNIT immediately once the foal/s is/are born, and a representative of the UNIT shall as soon as possible after the notification, inspect the foal and write up description of the foal, which description shall be annexed hereto and shall be deemed to form part of the original agreement;
- 11.3 Should the ADOPTER not wish to keep the foal/s, then same must be returned to the Unit only once it/they is/are weaned. Until such time as the foal/s is/are weaned, the ADOPTER is bound to care for it/them in terms of this agreement;
- 11.4 Under no circumstances may the foal/s be sold.

## 12. DOMICILIUM

The parties hereby chose the following address to be their "domicilium citandi et executandi" at which they shall accept all necessary service:

- 12.1 The UNIT : C/O TRACEY WILLIAMS ATTORNEYS  
7 SECOND AVENUE  
ALBERTON NORTH  
ALBERTON

- 12.2 The ADOPTER: \_\_\_\_\_

**13. GENERAL**

- 13.1 This agreement constitutes the whole agreement between the parties and no warranties, representations, guarantees or other terms and conditions of whatsoever nature, not contained herein, shall be of any force or effect;
- 13.2 NO alterations and/or variation of the terms and conditions of this agreement or any consensual cancellation thereof shall be of any force or effect unless to written and signed by both parties or their duly authorised representatives;
- 13.3 No relaxation or indulgence which may be allowed by either party at any time in regard to the other party's performance of their obligations in term of this agreement shall be construed as a waiver of or prejudice the rights which may have arisen in the past or which might arise in the future of the party granting the relaxation or indulgence;

SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_\_

DAY OF \_\_\_\_\_ 20\_\_\_ , BEFORE THE UNDERSIGNED  
WITNESS:

\_\_\_\_\_  
ADOPTER

\_\_\_\_\_  
REPRESENTATIVE OF THE UNIT

AS WITNESS: \_\_\_\_\_

## ANNEXURE A

ADOPTER : \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

STABLE ADDRESS (PREMISES WHERE HORSE TO BE KEPT)

\_\_\_\_\_

TELEPHONE NUMBER: (H) \_\_\_\_\_

(W) \_\_\_\_\_

(C) \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DETAILS OF VETERINARY SURGEON; \_\_\_\_\_

\_\_\_\_\_

DETAILS OF FARRIER: \_\_\_\_\_

\_\_\_\_\_

ADOPTION FEE:

HORSE DESCRIPTION:

**ANNEXURE B : REQUIREMENTS OF UNIT**

1. THE ADOPTER MUST BE OVER 18 YEARS OF AGE (WHILST STILL A MINOR, HE/SHE MUST BE ASSISTED BY HIS/HER GUARDIAN);
2. THE PROPOSED ACCOMMODATION MUST BE TO THE SATISFACTION OF THE UNIT;

**ANNEXURE "C"**

Highveld Horse Care Unit  
First National Bank - Meyerton  
Branch code - 250 137  
Account no - 530 100 34 238