

**MEMORANDUM OF AGREEMENT  
ENTERED INTO BY AND BETWEEN**

\_\_\_\_\_

ID Number: \_\_\_\_\_

Address: \_\_\_\_\_  
(hereinafter referred to as the "Transporter")

AND

\_\_\_\_\_

ID Number: \_\_\_\_\_

Address: \_\_\_\_\_  
(hereinafter referred to as the "Responsible Person")

**WHEREAS** the Transporter has been requested by the Responsible person to undertake the periodic transportation of the horse, to be defined from time to time,

**AND WHEREAS** the Transporter has agreed to undertake such transport,

**AND WHEREAS** the parties have reached agreement governing the said transportation and wish to reduce the agreement to writing:

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

**1. TRANSPORT**

- 1.1 The Transporter undertakes to transport a given horse, the identity of which will be advised to the Transporter at the time of transportation, from time to time.
- 1.2 The Transporter shall convey the horse or horses in a two berth horse box, which box and towing vehicle shall be road worthy, licensed and fit for the purpose of conveying the type and size of horse involved. The box shall be equipped with a spare wheel at all times.
- 1.3 The Transporter shall have the necessary licence and qualifications to drive the vehicle and tow the box.
- 1.4 The Transporter shall use her best endeavours to box the horse, that is get the horse into the horse box, however she makes no representations whatsoever as to ability to box the horse. In this regard the Transporter shall attempt to box a horse for no longer than 90 minutes from time of arrival at the premises from which the horse is to be collected. If within this period of time it becomes apparent that it is not possible to get the horse to enter into the box, the Transporter shall be entitled to decline to box the horse and shall be entitled to retain the deposit fee to offset the expenses incurred in getting to the collection point and time expended in attempting to load the horse.
- 1.5 In the event of the Transporter arriving at a destination late, through no fault of hers, the Transporter shall not be liable for any damages in the form of lost entry fees etc.

**2. RESPONSIBILITIES OF THE RESPONSIBLE PERSON**

- 2.1 The Responsible Person warrants that they are entitled to instruct the Transporter to convey the horse, regardless of the ownership thereof. In the event of any dispute in this regard the Responsible Person indemnifies the Transporter against any claim of any nature that may arise, including being responsible for the payment of the bill.

- 2.2 The horse to be conveyed shall be in good health and shall have all the necessary documentation and health certificates (inoculations to be up to date and recorded in valid passport) required for conveyance to the end destination. It shall be the responsibility of the responsible Person to ensure that this clause 2.2 is complied with.
- 2.3 The horse shall be provided with the necessary equipment for conveyance, including but not limited to boxing boots, pole guard, tail guard, day sheet/ blanket, head collar and teff net, including grass. In the event that the horse is to attend a show, a water bucket will also be provided. The Transporter accepts no responsibility in respect of these goods, but will use due care to ensure that they are returned to the Responsible Person.
- 2.4 It shall be the responsibility of the Responsible Person to care for the horse while it is at the destination and between the time of drop off and the time of collection to return the horse to any given point.
- 2.5 The horse shall be conveyed without the presence of anyone in the box. In the event that the Responsible Person requires that a groom or other person travel with the horse in the box, the Responsible Person must provide such person at his/her own cost. The Responsible Person specifically notes and acknowledges that the conveying of a person in a horse box is contrary to the traffic regulations and in the event of the Transporter being fined for such violation, it will be the responsibility of the Responsible Person to settle such fine upon presentation by the Transporter. Where the fine is paid directly by the Responsible Person proof of such payment must be provided to the Transporter within 10 (ten) days of presentation to the Responsible Person.
- 2.6 The Responsible Person shall notify the Transporter at least \_\_\_\_\_ days in advance of the required boxing and the Transporter gives no undertakings as to availability.

### **3. PAYMENT**

- 3.1 The Transporter shall charge a fee of R \_\_\_\_\_ plus an additional R \_\_\_\_\_ per kilometre, excluding VAT.
- 3.2 A deposit of R \_\_\_\_\_ shall be payable prior to the conveyance of the horse, with the balance being payable upon receipt of an invoice by the Responsible person.

### **4. DUTY OF CARE / INDEMNITY**

- 4.1 The Transporter undertakes to execute the transportation using all due care and consideration for the horse, but other than in clause 1 hereof, gives no warranty and makes no representation as to the safety of the horse.
- 4.2 The transporter accepts that liability will attach only in the event of gross negligence or wilful misconduct, and that the Responsible Person hereby irrevocably indemnifies and holds harmless, the Transporter against any claim that may arise out of the death or injury of the horse, any other horse, any third party or to the property of any third party through the actions of the horse.
- 4.3 In the event of the Transporter being liable for any loss or damage suffered by the Responsible Person, such damages shall be limited to the reasonable commercial value of the horse at the time of injury, based on the willing buyer / willing seller principle, and no damages shall be claimable in respect of loss of use of the horse or emotional attachment to the horse, nor shall any other consequential damages be claimable.
- 4.4 The Responsible Person accepts that in the event of an accident, the Transporter shall be able to engage the services of a veterinarian to treat the horse and if in the opinion of such veterinarian, euthanasia is required, to carry out such euthanasia, which treatment shall be for the account of the Responsible Person.

### **5. DOMICILIUM**

The parties choose their respective "domicilium et executandi" for all purposes under this agreement, including for the purpose of serving notices or legal processes in connection with or arising from this agreement, or the cancellation thereof, the following address:

- (a) TRANSPORTER :

(b) RESPONSIBLE PERSON :

**6. JURISDICTION**

The parties hereto consent to the jurisdiction of the Magistrate's Court irrespective of the quantum involved in any action that may arise from this agreement.

**7. WHOLE AGREEMENT**

This agreement constitutes the whole agreement between the parties and no alterations hereto or variations hereof shall be legal and binding unless such alterations and/or variations have been reduced to writing and signed by both parties;

**8. RELAXATION**

No relaxation or indulgence which may be allowed by any party at any time in regard to the other parties' performance of any such parties' obligations of this agreement shall be construed as a waiver of or prejudice the rights of the other party.

SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_\_  
DAY OF 200\_ BEFORE THE UNDERSIGNED WITNESS:

\_\_\_\_\_ RESPONSIBLE PERSON \_\_\_\_\_ TRANSPORTER

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

**ANNEXURE A**

**Description of the Horse**

Name of horse	Description	Passport no	Name of owner	Person to whom horse is to be delivered	Collection point	Delivery point	Time & Date to be conveyed	Instructions	Estimated cost	Deposit paid	Print name & Signature