



NHT HIGHVELD HORSE CARE UNIT EQUINE FOSTERSHIP SCHEME

MEMORANDUM OF AGREEMENT
ENTERED INTO BY AND BETWEEN

HIGHVELD HORSE CARE UNIT
(a division of the NATIONAL HORSE TRUST)
(duly represented by : BEVERLEY SEABOURNE)
(hereinafter referred to as the "UNIT")

AND

(hereinafter referred to as the "FOSTER FAMILY")

WHEREAS the UNIT is the owner of a horse/donkey as detailed in Annexure "A" hereto (hereinafter referred to as the "HORSE"):

AND WHEREAS the FOSTER FAMILY wish to foster the HORSE in order to assist the UNIT in the rehabilitation and betterment of the HORSE;

AND WHEREAS the FOSTER FAMILY meets the requirements as laid out for the fostership of animals by the UNIT as set out in Annexure "B" hereto:

AND WHEREAS the parties have reached agreement governing the fostership of the HORSE and wish to reduce the agreement to writing:

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. 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 re-homed by the FOSTER FAMILY. In addition, the FOSTER FAMILY may not remove the HORSE from the premises stipulated in Annexure A without the prior written consent of the UNIT.

2. OBLIGATIONS OF THE FOSTER FAMILY

2.1 The FOSTER FAMILY shall be obliged to feed, house and care for the HORSE to the satisfaction of the UNIT

2.2 Veterinary attention is to be for the account of the FOSTER FAMILY.

2.3 In the event of serious or expensive medical/veterinary attention being required, FOSTER FAMILIES are required to contact the UNIT for re-assessment.

2.4 The requirements for each particular horse shall be given in writing to the FOSTER FAMILY, and must be adhered to, as stipulated in Annexure "C".

2.5 In the event of problems of any nature arising with the HORSE, the UNIT fostering counsellor should be contacted for advice and support.

3. PREMISES AT WHICH HORSE IS TO BE KEPT

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

4. INSPECTIONS

The duly authorised members of the UNIT shall be entitled to visit the premises and inspect the HORSE at any time after reasonable notice has been given to the FOSTER FAMILY. By signing this agreement the FOSTER FAMILY expressly provides irrevocable consent as required in terms of the Animal Protection Act 71 of 1962 for the duly authorised members of the Unit to enter his/her premises.

5. BREACH

5.1 In the event of the FOSTER FAMILY breaching any of the terms of this agreement, alternatively mistreating or neglecting the HORSE (which is totally within the opinion of the representatives of the UNIT) or failing to follow a directive of the representatives of the UNIT or the HORSE is found to be in ill health with insufficient veterinary attention, the UNIT shall be entitled, without notice, to immediately enter onto the premises of the FOSTER FAMILY, or any other premises on which the HORSE is being held and to seize the HORSE and take same back to the UNIT'S property and the FOSTER FAMILY, by signature, by signature hereof is taken to have expressly consented thereto;

5.2 Should the UNIT confiscate the HORSE in terms of the clause, the FOSTER FAMILY shall be liable for, inter alia, the following expenses incurred by the unit :

- a) the costs of transporting the HORSE back to the UNIT;
- b) the cost of rehabilitating the HORSE should same be required;
- c) any legal and/or veterinary and/or farrier expenses;

6. DOMICILIUM

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

(a) FOSTER FAMILY :

(b) UNIT :

7. 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.

8. WHOLE AGREEMENT

This agreement constitutes the whole agreement between the parties and no alterations and/or variations have been reduced to writing and signed by both parties;

9. 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’ obligation in terms 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 :

FOSTER FAMILY

REPRESENTATIVE OF UNIT

AS WITNESS

ANNEXURE A

-
FOSTER FAMILY :

POSTAL ADDRESS :

RESIDENTIAL ADDRESS :

STABLE ADDRESS (PREMISES WHERE HORSE TO BE KEPT)

TELEPHONE NUMBERS : (W)

(H)

(CELL)

DETAILS OF VETERINARY SURGEON :

DETAILS OF FARRIER :

HORSE'S DESCRIPTION :

ANNEXURE B : REQUIREMENTS OF THE UNIT

- a) The signatory for the FOSTER FAMILY must be over 18 years of age;
- b) The proposed accommodation must be to the satisfaction of the UNIT;
- c)The horse must be kept in a condition that is to the satisfaction of the UNIT;
- d) The FOSTER FAMILY must have access to the services of the veterinary surgeon and farrier who must be called in should the horse require them;
- e) Duly authorised representatives from the UNIT shall be entitled to visit the horse at the premises where same is being kept after reasonable notice to the FOSTER FAMILY;
- f) OWNERSHIP of the horse remains vested in the UNIT at all times.

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ANNEXURE C : REQUIREMENTS OF THE HORSE

