

DELENITOR ANIMAL LODGE & EQUESTRIAN CENTRE

BOARDING & STABLING SERVICES AGREEMENT — TERMS AND CONDITIONS

Between: Delenitor Animal Lodge and Equestrian Centre, 553 R631 Boschkop, Mooiplaats, Pretoria East ("the Company") and the client whose details appear on the booking or invoice ("the Client").

1. SERVICES AND APPLICATION

1.1 The Company provides dog boarding, dog daycare, grooming, horse stabling (livery), riding lessons, and related animal-care services ("the Services").

1.2 These terms apply to every booking, quotation, and invoice, and prevail over any conflicting terms. Acceptance of a booking, signature of this Agreement, or payment of any amount constitutes acceptance of these terms.

2. BOOKINGS — VALIDITY

2.1 **No booking is valid or confirmed until (a) this Agreement has been signed by the Client and (b) the required payment or deposit reflected on the Company's invoice has been received in full.**

2.2 The Company may cancel or reallocate any unconfirmed booking without notice.

3. FEES AND PAYMENT

3.1 Kennel/boarding fees are payable **in advance or on or before collection of the animal**, as stated on the invoice.

3.2 Stabling/livery fees are payable **monthly in advance, on or before the 1st day of each month**, without deduction or set-off.

3.3 All amounts are payable in South African Rand by EFT or cash. Proof of payment must reference the invoice number.

3.4 Fees exclude veterinary, farrier, vaccination, medication, special feed/supplement and transport costs, which are for the Client's account.

3.5 The Company may adjust its fee schedule on one calendar month's written notice.

3.6 **Interest** accrues on all overdue amounts at the maximum rate permitted by applicable law, calculated daily and compounded monthly, from due date to date of payment.

3.7 A **certificate signed by any owner or manager of the Company** stating the amount owed by the Client shall be prima facie proof of the amount owing for purposes of any judgment, provisional sentence, or summary judgment.

4. NON-PAYMENT, RETENTION AND SECURITY

4.1 The Client acknowledges that the Company enjoys a **lien (right of retention)** over any animal, tack, equipment or property of the Client in the Company's possession, and may retain the same until all amounts owing (including fees accrued during retention) are paid in full.

4.2 If any amount remains unpaid **7 (seven) days** after due date, the Company may, without prejudice to any other right: (a) suspend all Services; (b) refuse release of the animal(s) pending payment; (c) charge ongoing boarding fees at the standard daily rate for any period of retention; and (d) hand the account to attorneys or debt collectors.

4.3 The Client is liable for **all costs of collection on the attorney-and-client scale**, including tracing fees, collection commission, and legal costs.

5. ABANDONMENT

5.1 If an animal is not collected within **7 (seven) calendar days** of the scheduled collection date, the animal is deemed abandoned; additional boarding charges continue to accrue, and the Company shall acquire legal custody and ownership of the animal and may keep, rehome, or place the animal with animal welfare, with no recourse by the Client.

5.2 The Client will additionally be invoiced **R7 000.00** towards rehoming/placement costs, payable immediately on receipt of invoice.

6. CLIENT WARRANTIES AND DISCLOSURE

6.1 The Client warrants that: (a) the Client is the lawful owner or authorised caretaker of the animal(s); (b) all vaccinations required by the Company are current (dogs: rabies, bordetella, parvo; horses: as required by the Company), and proof will be supplied before admission; (c) the animal is free of fleas, ticks, worms and parasites; (d) all medical conditions, behavioural issues, and any history of aggression towards people or animals have been fully disclosed and will continue to be disclosed.

6.2 The Company may refuse or terminate Services for any animal at its sole discretion, including for non-disclosure, aggression, or health risk.

7. RISK, INDEMNITY AND LIABILITY

7.1 The Client acknowledges that animals are unpredictable and that boarding, stabling, handling, riding, and related activities carry inherent risk of injury, illness (including contagious conditions such as bordetella/kennel cough), loss, or death, to animals and persons. **Horse riding is an inherently dangerous activity undertaken entirely at the rider's own risk.**

7.2 To the maximum extent permitted by law (including the Consumer Protection Act 68 of 2008), the Client waives and releases the Company, its owners, members, employees, trainers, agents and representatives ("Company Parties") from all claims for injury, sickness, death, loss or damage suffered by the Client, the Client's animal(s), or the Client's property arising from or in connection with the Services, save to the extent caused by the gross negligence or intentional misconduct of the Company.

7.3 The Client **indemnifies and holds harmless** the Company Parties against all losses, damages, fines, penalties, and expenses (including attorney-and-client legal costs and veterinary costs) arising from any breach of this Agreement or from the behaviour of the Client's animal(s), including injury to any person or animal.

7.4 Nothing in this Agreement excludes liability which cannot lawfully be excluded, and no provision is intended to unfairly limit consumer rights; provisions must be read down to the extent necessary to comply with law.

8. VETERINARY CARE

8.1 If an animal requires veterinary attention while in the Company's care, the Company will act per the Client's written election on the booking form (treat regardless of cost / treat up to a stated limit / contact Client first). Absent an election, the Company may in its discretion obtain reasonable emergency veterinary care.

8.2 All veterinary and transport costs are for the Client's account and payable on collection.

9. GENERAL

9.1 **Electronic signature:** The parties agree that this Agreement may be signed electronically, and that an electronic or digital signature (including a signature drawn or adopted on the Company's online signing page) is valid and binding in terms of the Electronic Communications and Transactions Act 25 of 2002.

9.2 **Whole agreement:** This document, together with the booking form and invoice, is the whole agreement. No variation is binding unless in writing and accepted by the Company.

9.3 **Jurisdiction:** This Agreement is governed by South African law. The parties consent to the jurisdiction of the Magistrates' Court for the district of Pretoria, notwithstanding that the amount may exceed its jurisdiction.

9.4 **Domicilium:** The parties choose as their addresses for service the addresses stated on the booking/invoice; notices may validly be given by email to the email addresses so stated.

9.5 **Severability:** Each provision is severable; invalidity of one does not affect the rest.

9.6 Photos/video of the Client's animal(s) taken at the facility may be used for the Company's marketing.

SIGNED electronically or in manuscript by the Client, who confirms having read, understood, and accepted all terms above, and who signs in a personal capacity and, where applicable, on behalf of the animal's co-owners.

Client name: _____ SA ID Number: _____

Physical address (domicilium): _____

Signature: _____ Date: _____