

MUTUAL AGREEMENT

between the

F Samuels

ID Number:

8908120856089

("The owner")

and

The Cape of Good Hope SPCA

("The SPCA")

I, **F Samuels** with ID number 8908120856089, hereby confirm that I am the lawful owner of the 3x ponies (Admission number/s: 097670, 097671, 097672), seized by the SPCA on 07 June 2023 with a court order in terms of the Animals Protection Act 71 of 1962, read together with Regulation 468.

The SPCA has agreed to return the three (3) Ponies (Admission number/s: 097670, 097671, 097672) back into my care on the following conditions set out below:

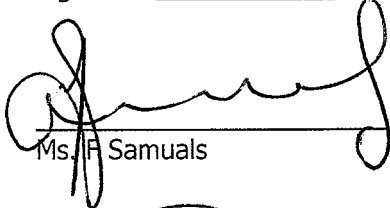
1. I undertake and commit to the following:
 - a. I am over the age of eighteen (18) years of age and of sound mind.
 - b. The Pony called "Voltage" must have its problematic eye cleaned at least twice daily as prescribed by Dr. Trichaard, in the event that the condition of the eye deteriorates, as a veterinarian must be consulted without any delay.
 - c. The equine must be fed an adequate diet on a daily basis consisting of an appropriate quantity and quality of food suitable to their activity levels, age, and special needs.
 - d. The area where my equines are kept will be cleaned and hygienically maintained on a regular basis. I will not keep my equine in dirty and/or parasitic conditions. I will ensure the excrement of my equine are picked up, and removed, or disposed of accordingly on a daily basis to ensure my equine are kept in a clean and hygienically maintained environment at all times. (*see section 2(1)(e) of the Animals Protection Act 71 of 1962*)
 - e. I will ensure that my equine are kept in a healthy and fit condition at all times, which includes the grooming and farriering of my equine on a regular and continual basis (grooming daily and farriering at least every 6-8 weeks, unless

more frequently is required). In the event that my equine deteriorates in condition, falls ill, or becomes injured, I will ensure to render veterinary treatment for such animal/s when the animal/s is in need of such treatment without any unnecessary delay. (see section 2(1)(a), (e), and (r) of the Animals Protection Act 71 of 1962)

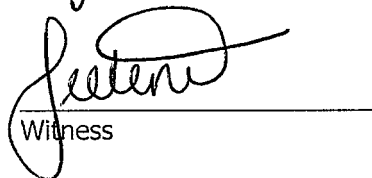
- f. The cost incurred by the Cape of Good Hope SPCA for veterinary and farrier services will be paid, in full, by me prior to the animals being released.
- g. I herewith consent to the Cape of Good Hope SPCA microchipping my equine.
- h. An Inspector of the SPCA will be permitted to proactively inspect my equine at my premises at any reasonable time, with my consent, to ensure the welfare and well-being and to ensure continuous compliance in terms of the Animals Protection Act 71 of 1962.

I confirm that I understand that this mutual agreement does not preclude me from any criminal prosecution. This is a voluntary mutual agreement reached between myself and the SPCA to mediate the matter without involving the courts. I understand that the SPCA reserves the right to proceed with criminal charges against me in terms of the Animals Protection Act 71 of 1962 should I fail to comply with this mutual agreement.

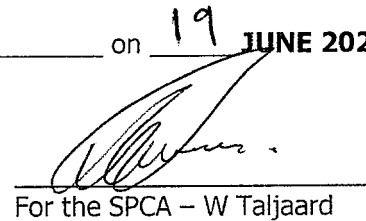
Signed at GRASSY PARK on 19 JUNE 2023



Ms. F Samuals



Witness



For the SPCA – W Taljaard



For the SPCA – R Philander