



GLEN AUSTIN STABLES

59 Douglas Road, Glen Austin
www.glenaustinstables.co.za
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082 705 0538

STABLING AGREEMENT - 2017

1 January 2017 to 31 December 2017

Entered into between Pamela Botha,
ID no: 6307120127082
59 Douglas Road
Glen Austin Ext 1
(Hereinafter referred to as "the Yard")

And

Name: _____

ID no: _____

Resident at the following address:

(Hereinafter referred to as "the Client")

1) **Services**

The Client stables his/her horse, _____ (hereinafter referred to as "the horse"), at the Yard as follows:

- a) The horse will be kept in a suitable stable, which has been inspected by the Client and found acceptable. The exact stable may change from time to time but the replacement stable will be of comparable or similar standard.
- b) The horse will be provided with suitable food and water as determined in consultation between the Client and the Yard from time to time. The feeding of the horse will not include any supplementary or specialized food or grasses which may be fed to the horse provided it is purchased by the Client and specifically at the Client's request and at his/her own risk.
- c) The horse will be turned out during the day, subject to health and weather conditions. While the horse is turned out it will have access to suitable grazing or grass and water at all times. The Client accepts and acknowledges that the horse will be turned out with other horses and the Client accepts that injuries may result from "horse play".
- d) The horse will be groomed at least 6 times per week and have its feet cleaned daily. A suitable grooming kit is to be provided by the Client.
- e) The horse will be cared for and supervised in such a manner that any change in behaviour, physical condition and well being will be noticed daily.
- f) All small cuts, scratches etc will be treated by the Yard on a daily basis (the Client" is liable for payment of first aid fees, medication, ointments, bandages etc).
- g) This agreement does not include any exercising of the horse by the Yard.

2) **Payment**

- a) In exchange for the above mentioned services the Client will pay to the Yard a monthly stabling fee in the amount of R3 650 per horse or R3 450 per pony, payable in advance on or before the 2nd day of the month.
- b) R250 discount per horse will be allowed for 2 or more horses stabled at the Yard provided the account is paid no later than the last day of the current month.
- c) In the event that the stabling is paid late an administration fee of R50.00 per day will be charged as well as interest at a rate of the overdraft rate charged by Standard Bank at the time of default.
- d) Payment can be made by EFT or cash. Cheques will not be accepted.
- e) A detailed statement of account will be provided to the Client on a monthly basis.
- f) The stabling fee is exclusive of the following services/products:
 - i) All veterinarian costs, including vaccinations (AHS, Flu and Tetanus).
 - ii) Deworming.
 - iii) All farrier costs.
 - iv) All dental costs.
 - v) All lessons or other exercising of the horse undertaken by the yard.
 - vi) All costs associated with shows, including cost of boxing, bathing, plaiting of manes and tails and accompanying grooms.
 - vii) Monthly dipping.
 - viii) Fly spray.
 - ix) Extra grass.
 - x) Speciality grooming – clipping, shaving ears etc.
 - xi) Washing of numnahs and blankets, day/sweat sheets.
- f) All additional charges will be billed to the Client on a monthly basis. The same payment terms and conditions are applicable to these charges as apply to the stabling charge.
- g) All payments in respect of outings, special courses, shows etc are payable in advance.

3) **Medical treatment of the horse**

In the event of the horse becoming ill or hurt, the Client hereby agrees that Pamela Botha, hereinafter referred to as the responsible party, may deal with the horse as follows:

- a) Assess the horse and telephonically advise the Client of the condition of the horse, in which event the Client will give instructions as to how the horse should be treated. In the event that the Client instructs the responsible party to treat the horse, neither the Yard nor the responsible party will be liable for any adverse effect on the horse.
- b) In the event that the Client cannot be contacted, the responsible party may use her discretion as to the treatment of the horse.
 - i) In the event that a vet is called, all costs associated by such treatment will be for the account of the Client, and the Client hereby agrees to be responsible for such costs.
 - ii) In the event that it is deemed unnecessary to call a vet, the responsible party may treat the horse at her discretion excluding the giving of injections.
 - iii) In the event that a vet is not called at the discretion of the responsible party and the horse subsequently dies or suffers further damage, no liability will attach to the Yard or the responsible party.
 - iv) In the event that the horse has an adverse reaction to any treatment administered by the responsible party, no liability in respect thereof will attach to the Yard or the responsible party.
- c) The Client hereby authorises the responsible party to have a veterinarian administer all compulsory vaccines when due.
- d) The Client hereby agrees to be bound by the options and instructions given in terms of this document.

- e) The Client hereby irrevocably indemnifies the Yard and the responsible party against any claims whatsoever arising out of the treatment of the horse.
- f) The Yard and the responsible party undertake to apply the highest standards of care and professional knowledge to the horse and its treatment at all times. This agreement is not an attempt to contract out of gross negligence or wilful misconduct.
- g) The Yard hereby advises the Client to provide medical aid and insurance for the horse.

4) **Breach**

- a) In the event that either party breach any of the terms and conditions of this agreement, the aggrieved party shall give written notification to the defaulting party to remedy the breach within three (3) working days of the receipt of the notification of the breach.
- b) In the event that the defaulting party fails to remedy the breach within the specified three (3) days or any further period agreed by in writing by the parties, this agreement may be terminated by the aggrieved party.
- c) In such an event, where the aggrieved party is the Yard, it may demand that the Client remove the horse by a specific date, being not less than two (2) weeks from the date upon which the period to rectify the default expired. In this instance the Yard is to be paid the full amount owing as at date upon which the horse is removed from the yard. Where the Client fails or refuses to make such payment the Yard may exercise its right to retain possession of the horse until such payment is made. The parties agree that the Yard may approach a competent court to order the sale of the horse to offset expenses incurred by the Yard. The Yard may institute legal action against the Client for the recovery of additional costs, including attorney and own clients costs.
- d) Where the defaulting party is the Yard, and the Yard fails to rectify the default within the prescribed period or any further period as agreed by both parties in writing, the Client may forthwith remove the horse from the Yard. No additional charge will be payable, but the Client reserves their right to proceed against the Yard for any losses incurred by the Client.
- e) Nothing in clause "d" precludes either party from approaching a competent court for the necessary relief.

5) **Effective date and termination**

- a) This agreement will come into effect on 1 January 2017 or the first day that the horse arrives at the Yard, whichever comes first.
- b) The agreement shall remain in force and effect until 31 December 2016 or until cancelled by either party giving one (1) calendar month written notice of the termination of the agreement.
- c) In the event that the Client wishes to move the horse from the Yard, one (1) calendar month written notice is required and regardless of whether the horse remains at the Yard during that month, the full months stabling is payable.

6) **Annual review**

The stabling fee will be adjusted in January of every year.

7) **Instructions**

- a) The Client undertakes to discuss all requirements in respect of the care, treatment and exercise of the horse with Pamela Botha and no instructions are to be given to any other employee or agents of the Yard.
- b) The attached annexure A and B is to be completed by the Client and handed to Pamela Botha.
- c) All changes to the instructions relating to the care of the horse are to be recorded on a new annexure A or B, which is to be dated and signed by both parties.

d) The Client undertakes to update all information contained in annexure A and B from time to time to ensure the best possible service by the Yard.

8) **Duty of care and Indemnity**

a) The Yard, owners and employees undertake to apply the highest standards of care, treatment and professional knowledge to the horse at all times.

b) The Client hereby indemnifies and holds harmless the Yard, the owners and the employees against harm he/she may suffer or which may be suffered from any person accompanying the Client to the Yard, or any damage to the horse or any property brought to the Yard by the Client while on the premises.

9) **Tack**

a) The Client is to supply the correct fitting tack for the horse. This includes all exercise equipment.

b) The Client acknowledges that the Yard has made available storage space for tack, however the Client stores such tack at the Yard at his/her own risk and the Yard accepts no liability in respect thereof.

c) It is hereby advised that the Client insures all tack in case of theft and/or loss.

10) **Jurisdiction**

a) The magistrates shall have non-exclusive jurisdiction to determine any dispute and these terms and conditions shall be construed in accordance with South African law.

b) In the event of any deadlock, difference or dispute arising between the parties in respect of matters arising from the agreement, or breach hereto or its validity or legal interpretation to be applied, such dispute shall be referred to arbitration, such arbitration to be agreed by both the parties.

11) **Notices**

All notices and other communications in these terms and conditions or the agreement shall be in writing and shall be deemed to be duly given: when delivered, if delivered by messenger during normal business hours of the recipient; when sent, if transmitted by facsimile or email (receipt confirmed) during normal business hours of recipient, or on the third (3rd) business day following mailing, if mailed by certified or registered post, postage paid, in each case addressed as follows:

a) to the Yard at 59 Douglas Road, Glen Austin Ext 1 for the attention of Pamela Botha; or

b) to the Client at the address listed at the commencement of this agreement; and/or

c) such other address for the services of notices and communications which either party may have notified to the other in writing.

Thus done and signed at _____

On this the _____ day of _____ 2017

(The Client)

(The Yard)

Witness:

Name: _____

Signature: _____

ANNEXURE A

ROUTINE DUTIES: From time to time it is necessary for the Yard to perform the following routine duties and these will be added in arrears to the Client's monthly statement if and when they occur: Deworming – R150 (normal dewormer every 2 to 3 months)

Bathing of horse (the Client to supply shampoo etc) –R50

Washing of numnah – R30

Washing of blanket/day sheet – R90/R35

Please initial in agreement _____

EXTRA GRASS: The horse will be provided with more than sufficient eragrostis but the Client may wish to provide extra eragrostis at an additional monthly cost of R300 per month. Any other types of grass (lucerne/teff etc) may be purchased by the client at the clients own cost.

Please initial in agreement _____

SUPPLEMENTS: The Client is responsible for the purchase of supplements that the Horse requires.

Please initial in agreement _____

FIRST AID: First aid fee and consumables (bandages, cotton wool, ointments and medication) administered by the Yard will be charged accordingly.

Please initial in agreement _____

GROOM OVERTIME: Please note that the grooms are not available before or after hours or during meal breaks. Should their services be required for whatever reason during these times, an overtime charge of R20 per hour or part thereof will apply.

Please initial in agreement _____

SERVICE PROVIDERS: All farrier, vet, dentist, physiotherapist, chiropractor or any other outside service provider will be paid directly to the service provider by the Client.

Please initial in agreement _____

LUNGEING: All lungeing undertaken by the Yard will be charged per session and billed to the Client in arrears:

1) Normal lungeing (20 min) – R30 per session

2) Passoa/side reins lungeing (20 min) – R50 per session

I require my horse to be lunged _____ times per week.

Please initial in agreement _____

