

Feroza Miller-Isaacs

(Identity Number: 6503200188081)

("The Owner")

and

The Cape of Good Hope Society for the Prevention of Cruelty to Animals

("The SPCA")

RELEASE AGREEMENT

I, Feroza Miller-Isaacs, identified by Identity Number 6503200188081, hereby acknowledge and affirm that I am the lawful owner of the **16 cats, 5 rabbits and 1 dog** seized by the SPCA pursuant to the provisions of the Animals Protection Act 71 of 1962 (together with Regulation 468) on 21 February 2025 from 15 Bute Road in Wynberg. The said animals have since been admitted into the care of the SPCA.

In consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Conditions for Return of Animals

- a. The Owner acknowledges that the animals identified below will be returned to the Owner's care subject to the following conditions:

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- i. The cats will be returned to the SPCA or another animal welfare organisation or veterinary practice for sterilisation, if not done already, once the cats have concluded their treatment for "snuffles", but by no later than 31 March 2025.
 - ii. The Owner shall maintain their property in a clean and hygienic manner at all times.
 - iii. Sick or injured animals must be provided with veterinary care without any delay.
 - iv. The Owner shall ensure that the animals are kept in conditions compliant with the Animals Protection Act 71 of 1962, particularly Section 2 and its subsections.
 - v. The Owner shall ensure compliance with the City of Cape Town Animal Keeping By Law in force at the time.
- b. **The owner shall not keep more than 4 cats and 1 dog.** It is the view of the SPCA that the owner is not in a position to adequately care for more animals than listed above.
- c. The owner agrees to the 4 cats and 1 dog being microchipped prior to their release.
- d. An Inspector of the SPCA shall be granted permission to inspect the animals at the Owner's premises at any reasonable time to ensure their welfare and compliance with the Animals Protection Act 71 of 1962.
- e. That the owner shall not be afforded a second opportunity to ventilate this issue nor be entitled to any opportunity to negotiate the return of any animals should a second seizure become necessary and shall as a direct result thereof be charged criminally in the instance that an inspection conducted reveals any deviation from the above conditions.

2. Surrender of Ownership Rights

- a. The Owner hereby irrevocably surrenders, relinquishes, and transfers all ownership rights of the following animals to the Cape of Good Hope SPCA, and grants the SPCA full authority to deal with the animals in accordance with the SPCA Act 169 of 1993:

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- b. The Owner acknowledges and agrees that neither the SPCA nor its officers and employees shall incur any obligation to the Owner concerning the disposition of the said animals.

3. Finality of SPCA's Decisions

The Owner acknowledges and agrees that any decision made by an officer of the SPCA regarding the welfare or disposition of the animals shall be final and binding.

4. Costs Incurred

- a) The Owner understands that the SPCA has waived the payment of any expenses incurred whilst the animals were in the care of the SPCA. This was done in good faith.
- b) The owner agrees to bear all costs incurred in connection with the enforcement of this agreement, including but not limited to legal fees and veterinary expenses should the owner fail to comply with this agreement.

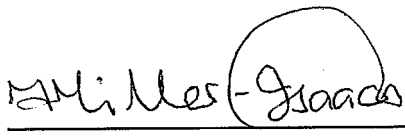
5. Waiver of Rights

The Owner hereby waives any and all rights, claims, and demands against the SPCA arising out of or in connection with the ownership or custody of the animals so surrendered subject to this agreement.

6. Criminal Offences

The Owner understands that offences under the Animals Protection Act 71 of 1962 are criminal in nature. The SPCA reserves the right to prosecute or cause to be prosecuted any offence in relation to this contract, notwithstanding any other powers afforded to them by the Act. The Owner further understands that this matter may be referred to the criminal court should the Owner be suspected, on reasonable grounds, of having committed any offence in relation to the Act.

The parties have executed this agreement as of **03 March 2025** at **Grassy Park**.

Owner's Signature: 
Printed Name: FELOZA MILLER-ISAACS
Date: 3/3/2025

For the Cape of Good Hope Society for the Prevention of Cruelty to Animals:

Authorized Representative's Signature: 
Printed Name: JHJ. Pieterse
Date: 3/3/2025