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Zhandre Kenwell Raatus
Name
(Identity Number: 920119 5091 08 2)
("The Owner")

and

The Cape of Good Hope Society for the Prevention of Cruelty to Animals
("The SPCA")

RELEASE AGREEMENT

I, **Zhandre Kenwell Raatus**, identified by Identity Number **920119 5091 08 2**, hereby acknowledge and affirm that I am the lawful owner of the animal/s seized by the SPCA pursuant to the provisions of the Animals Protection Act 71 of 1962 (together with Regulation 468) on **23 April 2025** from **31 Da Vinci Street, Macassar**. The said animal/s are listed below and have since been admitted into the care of the SPCA under the respective Admission numbers:

Admin number	Species	Breed	Sex
A60303	Dog	Africanis x	Female
A60304	Dog	Africanis x	Male

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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Admin number	Species	Breed	Sex
A60303	Dog	Africanis x	Female
A60304	Dog	Africanis x	Male

Return Conditions:

- i. The Owner shall maintain their property in a clean and hygienic manner at all times.
- ii. The animal/s shall be sterilised by the SPCA prior to release.
- iii. The Owner shall ensure that the animal/s are kept in conditions compliant with the Animals Protection Act 71 of 1962, particularly Section 2 and its subsections, including but not limited to:

iv. The dogs shall not be subject to any physical abuse or ill-treatment.
- b. The Owner consents to the SPCA sterilising the dog (A60303) female, I understand that sterilisation is a surgery to make my animal unable to produce offspring. I further confirm that I will not hold the SPCA or its officials liable for sterilising/neutering my animal and or any complications resulting thereof, and I authorise the use of anaesthetics and other medications, as deemed necessary by the attending veterinarian.
- c. The Owner consents to the SPCA microchipping the animal/s for identification purposes.
- 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

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criminally in the instance that an inspection conducted reveals any deviation from the above conditions.

2. Costs Incurred by SPCA with Seizure of Animal/s

In terms of section 5 of Regulation 468, the SPCA may recover from the owner of the animal any reasonable expenses incurred in connection with the seizure.

- a. The Owner, therefore, acknowledges that he/she is responsible for paying any such reasonable expenses incurred by the SPCA before the animal/s will be released into my care.
- b. The Reasonable expenses include the following:
 - i. Pound fee of R500 per animal (Sterilization and microchipping inclusive)
- c. Should I fail to settle these reasonable expenses in full within 7 days from the date of this release agreement, I forfeit the animal/s to the SPCA, for it to become the sole and beneficial owner thereof, and I consent to the SPCA disposing of the animal/s, as it deems fit, in order to recover these expenses, or part thereof (if any). If any funds are left, after such expenses have been defrayed from the proceeds of the sale of the animal/s, they are to be paid to me into an account nominated by me in writing for this purpose.
- d. Neither the SPCA, nor any of its agents or employees, will, save for the obligation to make the payment to me (if any), be held liable for any loss or damage that I may suffer as a result of the disposal of the animal/s necessitated by my failure to settle the reasonable expenses mentioned hereinbefore, in full, within 7 days from the date of signing this document.

3. Finality of SPCA's Decisions

The Owner acknowledges and agrees that should he/she fail to comply with anything provision in this agreement that any decision made by an officer of the SPCA regarding the welfare or disposition of the animal/s shall be final and binding.

4. 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.

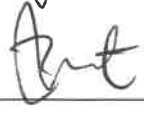
5. Costs Associated with the Enforcement of this Agreement

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.

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 [05/06/2025] at [COGHSPCA, Crassy Park,].

Owner's Signature: 

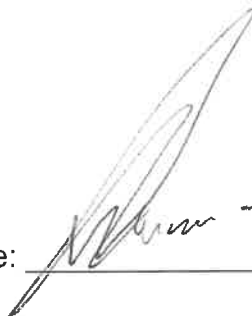
Printed Name: ZHANDRE

Date: 05.06.2025

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

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Authorized Representative's Signature:

A handwritten signature in black ink, appearing to be 'Werner', written over a horizontal line.

Printed Name: Werner

Date: 05/06/2025