Craffenheim Rottweilers · KUSA Accredited Breeder 159886 · ADRK 2003014
P.O. Box 8586, Newcastle, 2940 · 082 782 7280 · retha@craffenheimrottweilers.co.za

CRAFFENHEIM ROTTWEILERS

Puppy Reservation and Advance Deposit Agreement

(Subject to Section 17 of the Consumer Protection Act No. 68 of 2008 & the Electronic Communications and Transactions Act No. 25 of 2002)

1. Parties to this Reservation Agreement

THE SELLER / BREEDER

Registered Kennel: Craffenheim Rottweilers (represented by Retha Crafford)
Postal Address: P.O. Box 8586, Newcastle, 2940, KwaZulu-Natal, South Africa
KUSA Registered Breeder Number: 159886 (Accredited Breeder Scheme)
ADRK (Germany) Membership Number: 2003014
Contact Numbers: Cell: 082 782 7280 / Satellite Phone: 087 232 6878
Email: retha@craffenheimrottweilers.co.za
Website: www.craffenheimrottweilers.co.za

(Hereinafter referred to as the **"Seller"**)

THE PROSPECTIVE PURCHASER / APPLICANT

Full Name & Surname: _____
Identity Number / Passport: _____
Physical Residential Address: _____
Postal Address: _____
Cell Number: _____ **Landline:** _____
Email Address: _____

(Hereinafter referred to as the **"Buyer"**)

2. Reservation Particulars & Litter Selection

Sire (Father): _____
KUSA Reg. No.: _____ · Microchip No.: _____
Dam (Mother): _____
KUSA Reg. No.: _____ · Microchip No.: _____
Expected / Confirmed Date of Birth: _____
Sex Preference: Male / Female / First available
Purpose of Acquisition: Family companion / pet / Working / sport dog
Agreed Full Purchase Price: R _____
Advance Deposit Amount (50%): R _____ (50% of the purchase price)

3. Deposit Payment Terms (Consumer Protection Act)

3.1. Payment Window & Ownership of Deposit:

- A deposit of fifty percent (50%) of the total purchase price is payable within forty-eight (48) hours of completing and submitting this agreement, unless alternative arrangements have been made in writing personally with Retha Crafford.
- In accordance with the Consumer Protection Act No. 68 of 2008 (CPA), advance deposits remain the legal property of the Buyer until ownership transfers upon physical delivery/handover of the puppy at **nine (9) weeks of age** and full contract fulfilment.

3.2. Litter Transferability:

- Should the Buyer's personal circumstances materially alter such that they cannot take custody of the reserved puppy when it turns **nine (9) weeks of age**, this deposit may, by mutual written arrangement with the Seller, be transferred to an agreed future/upcoming Craffenheim litter.

3.3. Cancellation & Lawful Deductions (Section 17 of the CPA):

- In terms of Section 17(3)(b) of the CPA, the Seller may charge a reasonable cancellation fee for the cancellation of an advance reservation.
- In accordance with Section 17(5) of the CPA, both the deposit and any deduction must be reasonable, taking into account: (i) the specialised nature of pedigree canines; (ii) the length of notice given prior to the 9-week handover date; and (iii) the likelihood of finding and vetting an alternative, qualified buyer.
- **Kennel-Specific Vetting & Holding Costs:** The Buyer acknowledges that breeding pedigreed Rottweilers is distinct from standard commercial goods. Significant operational time, expense, and administrative due diligence are incurred by the Seller to interview, background-check, and vet prospective owners, as well as to re-advertise, hold, and feed puppies past 9 weeks should a buyer withdraw.
- **Agreed Reasonable Deductions**, according to the puppy's age when the Seller receives written notice of cancellation:
  - **Before the puppy is born, or before it is four (4) weeks old:** the deposit is refunded less a cancellation fee of R1,000.
  - **From four (4) weeks up to seven (7) weeks of age:** the deposit is refunded less a cancellation fee of R2,000.
  - **From seven (7) weeks up to nine (9) weeks of age, or failure to collect the puppy at nine (9) weeks:** the deposit is refunded less a cancellation fee of no more than R3,000, covering direct kennel losses, boarding, feeding, re-advertising and the vetting of a new buyer.
- If Craffenheim Rottweilers rehomes the puppy quickly with no loss of boarding days or re-screening expenses, the fee will be reduced strictly to the actual, verifiable costs sustained.

4. Prerequisite to Final Sale & Collection

4.1. The Buyer expressly acknowledges that this reservation agreement secures priority allocation for a puppy from the selected litter, but **does not constitute the final transfer of ownership**.

4.2. Physical handover, title transfer, and collection of the puppy at **nine (9) weeks of age** are strictly conditional upon:

1. Full and final settlement of the outstanding purchase balance; and
2. The Buyer completing, ticking, and submitting Craffenheim Rottweilers' formal **Comprehensive Puppy Purchase, Health and Welfare Contract**.

5. POPIA Compliance (Act No. 4 of 2013)

5.1. Craffenheim Rottweilers is fully compliant with the Protection of Personal Information Act No. 4 of 2013 (POPIA). Full copies of our POPI and Privacy Policy PDFs are freely accessible and downloadable from our website (www.craffenheimrottweilers.co.za).

SAMPLE

5.2. The Buyer provides explicit consent to the Seller to process, verify, and store their personal details for purposes of puppy reservation, waitlist management, and necessary screening in accordance with POPIA.

6. Electronic Submission & Legal Validity (ECTA Compliance)

6.1. In terms of Sections 13 and 22 of the **Electronic Communications and Transactions Act No. 25 of 2002 (ECTA)**, this Agreement is legally binding whether executed via physical handwritten signature or through electronic action.

6.2. By checking the confirmation boxes below and clicking the **"Submit"** button in the Craffenheim Rottweilers Client Zone, the Buyer:

- Affixes their electronic signature and acknowledges full legal capacity to contract;
- Confirms that all entered personal details and reservation particulars are true and correct;
- Explicitly agrees to be bound by all terms, deposit payment windows, and cancellation deductions set out herein; and
- Acknowledges that a downloadable PDF copy of this submitted agreement will be provided for their personal records.

Digital Acknowledgement & Submission (Client Zone)

☐ **I confirm that I have read, understood, and accept the 50% deposit terms and the CPA Section 17 cancellation deduction provisions.**

☐ **I consent to the processing of my personal information under POPIA as stated above.**

☐ **I understand that final ownership and release at 9 weeks requires the execution of the Comprehensive Puppy Purchase, Health and Welfare Contract.**

FOR THE SELLER

Retha Crafford, for Craffenheim Rottweilers

Signed by the Seller before the Buyer receives their private Client Zone link

THE BUYER

Signed electronically by the Buyer in their private Client Zone

SAMPLE for information only. Buyers sign their own copy online in their private Craffenheim Client Zone.