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# SASJ Service Level Agreement

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Inc SASJ Show Criteria

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2020 Season

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Incorporating Para-Equestrian Jumping

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**SERVICE LEVEL AGREEMENT**

**FOR**

**HOSTING OF PROVINCIAL, NATIONAL AND FEI STATUS EVENTS**

**BETWEEN**

***SOUTH AFRICA SHOW JUMPING (SASJ)***

**AND**

*National SASJ Show Holding Body (SHB)*

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## SECTION 1: PURPOSE

- 1.1 The purpose of this Service Level Agreement is to formalize an arrangement between S A Show Jumping (SASJ) and *Show Holding Body* (SHB) ..... regarding the hosting of a specific event/s with agreed upon criteria.

## SECTION 2: INTERPRETATION

- 2.1 In this agreement, unless clearly inconsistent with or otherwise indicated by the context
- 2.1.1 **"the/this agreement"** means the agreement set out in this document and any agreed amendments thereto;
- 2.1.2 **"Date of signature"** means the date upon which the last party hereto signs this agreement;
- 2.1.3 **"Effective date"** means ..... notwithstanding the date of signature;
- 2.1.4 **"Parties"** means *the Association (SASJ)* hereinafter referred to as *Acronym*) and the Show Holding Body hereinafter referred to as the *SHB* and **"party"** means either one of them as the context may indicate;
- 2.1.5 **"Criteria"** means the terms and conditions as set out in Section 14 hereto;
- 2.1.6 **"Venue"** means the place where the event will take place
- 2.1.7 **"the Show Holding Body"** means *details of SHB*, a body duly approved and affiliated to SASJ, herein represented by name of *director/person responsible* acting in his/her capacity as Administrator of the Show Holding Body, he/she being duly authorized thereto under and by virtue of name of SHB being the designated sole Show Holding Body;
- 2.1.8 **"The Show Holding Body personnel"** means such personnel determined by the Show Holding Body from time to time to render the services to *SASJ*;
- 2.1.9 Any reference to the singular includes the plural and vice versa;
- 2.1.10 any reference to natural persons includes legal persons and vice versa;
- 2.1.11 any reference to a gender includes the other genders.
- 2.2 Where applicable, the provisions of the above shall impose substantive obligations on the parties as provided in the provision concerned.
- 2.3 The clause headings in this agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 2.4 Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub clause forms part, bear the meaning assigned to such words and expressions in that sub clause.
- 2.5 This agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.
- 2.6 Unless the agreement specifies otherwise: -
- 2.6.1 if either party is required to notify the other in terms of this agreement, such notification shall be of no force or effect unless reduced to writing; and
- 2.6.2 Any notices to be furnished by either party shall be delivered in a timely manner and without delay but in any event not later than thirty (30) days after being required to do so in terms of this agreement.

## SECTION 3: THE EVENT

- 3.1 The Show Holding Body undertakes to conduct the event at the highest standard on the date allocated and as advertised on the National Calendar in accordance with the terms and conditions set out in this agreement and in accordance with the Schedule set-out hereunder.
- 3.2 Television coverage for the event must be approved by SASJ insofar as the quality and voice over of the production to ensure that it is of a high standard.

## SECTION 4: PAYMENT TERMS

- 4.1. All deposits and calendar fees (IF APPLICABLE) must be paid on application for the event. Should the application not be successful the deposit/calendar fee will be refunded in full to the unsuccessful SHB within



14 days of the publishing of the National Calendar for the following season. These fees will be determined by SASJ from time to time and will be published on the Application Form for that season.

- 4.2 Payment of all levies collected on behalf of SASJ and the SAEF must be calculated and sent to SASJ within 7 days of the last day of the event, together with hard copies of the programme plus original copies of the results sheets and any other documentation relevant to the event. SASJ will invoice the SHB and will calculate the balance due after the deduction of the deposit paid. This amount is due within 7 days of the date of invoice.
- 4.3 The deposit will be forfeited if the SHB is in breach of this contract under the contract as set out in Section 5 of this agreement.
- 4.4 Any fines received must be paid SASJ within 7 days of the last day of the event, together with all relevant paperwork including copies of the fine and receipt books which will be supplied SASJ for this purpose.
- 4.5 The Calendar fee is for the purpose of being allocated the event and the advertising of such event on the National Calendar and any other media determined by SASJ and is non-refundable. Calendar Fee and signed SLA will ensure the agreed date on the 2020 SASJ National Calendar.

## **SECTION 5: TERMINATION AND RENEWAL**

- 5.1 Notwithstanding anything to the contrary contained in this agreement, this agreement may be terminated forthwith by either party subject to any penalties payable by the Show Holding Body to SASJ in the case of this termination be in place before the hosting of the event.
- 5.2 It is at the sole discretion of SASJ as to the initial period of allocation of the event, and whether or not this will be renewed or re-allocated at a future date for the same event, or any alternative event which the SHB may apply for.

## **SECTION 6: BREACH**

- 6.1 Should the Show Holding Body commit a breach of any of the provisions of this agreement, then SASJ may give the SHB fourteen (14) days' written notice or such longer period as may reasonably be required in the circumstances, to remedy the breach. If the SHB fails to comply with such notice, SASJ shall be entitled to cancel this agreement against the SHB and/or to claim immediate payment of any fine/penalty/levies from the SHB whether or not the due date for payment and/or performance has arrived, in either event without prejudice to SASJ's rights to claim damages. The foregoing is without prejudice to such other rights as SASJ may have at law; provided always that, notwithstanding anything to the contrary contained in this agreement, SASJ shall not be entitled to cancel this agreement for any breach by the SHB.

## **SECTION 7: DISPUTE RESOLUTION AND ARBITRATION**

- 7.1. The parties accept that disputes may arise during the course of this agreement relating to technical and operational matters.
- 7.2. Any such dispute which is not capable of resolution by the relevant parties themselves may be referred to the Judicial Committee of SASJ or the SAEF for the purpose of Arbitration.
- 7.3. The award of the Judicial Committee shall be final and binding upon all the parties to the dispute (who hereby agree to carry out the award). The parties hereby exclude all rights of appeal which might otherwise be conferred on them by law.
- 7.4. The parties agree to keep the arbitration including the subject-matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose same to anyone except for the purposes of the arbitration proceedings in terms of this clause.

## **SECTION 8: FALSE DECLARATION**



- 8.1 All information provided by the Show Holding Body is accepted in good faith as being true and accurate. Any false declaration or intentional omission of relevant facts shall be reported to SASJ, which on receipt of such report may result in the immediate termination of this agreement.

## **SECTION 9: CONFIDENTIALITY**

- 9.1. Both parties hereby agree to;
- 9.1.1 keep confidential all information (written, including information contained in electronic format, or oral) concerning the business and affairs of the other that it shall have obtained or received from the other party ("the information");
- 9.1.2. Not, without the other's written consent, disclose the information in whole or in part to any other person save its employees involved in the implementation of this agreement, and who have a need to know the same.

## **SECTION 10: VIS MAJOR**

- 10.1. In the event of any delay in holding the event due to any cause arising from or attributable to acts, events, non-happenings, omissions, accidents or acts of God beyond the reasonable control of the SHB (including, but not limited to, civil commotion, riots, war, threat of or preparation for war, breaking off of diplomatic relations, fire, explosion, sabotage, storm, flood, earthquake, fog, subsidence, pestilence or epidemic, voluntary or mandatory compliance with any direction, request or order of any person having or appearing to have authority, or any other cause or contingency beyond the control of the SHB the SHB shall, in consultation with SASJ endeavor to find an alternative date or venue subject to the suitability of such alternative meeting with the approval of SASJ.
- 10.2. Under 10.1 If no alternative date/venue can be found, SASJ in its sole discretion may decide to cancel the event without liability to the SHB/
- 10.3. Notwithstanding 6.1 if an event is not held for any reason other than 10.1 the SHB will be deemed to be in breach of this contract and will be subject to immediate remedy as determined by SASJ and will include inter alia the forfeit of any deposit paid by the SHB to SASJ.

## **SECTION 11: DOMICILIA AND NOTICES**

- 11.1. The parties choose domicilia citandi et executandi ("domicilium address") for all purposes arising from or pursuant to this agreement, as follows -
- 11.1.1. as regards SASJ at:  
Address: **SASJ National Office, Kyalami Equestrian Park, No 1, Dahlia Road, Kyalami, South Africa**  
E-mail: **tiffany@sashowjumping.co.za**
- 11.1.2. as regards the Show Holding Body at:  
Address  
E-mail
- 11.2. Any party shall be entitled from time to time, by written notice to the other(s), to vary its domicilium address to any other address within the Republic of South Africa which is not a post office box or poste restante.
- 11.3. All notices given in terms of this agreement shall be in writing and any notice given by any party to another ("the addressee") which -
- 11.3.1. Is delivered by hand or transmitted electronically shall be deemed to have been received by the addressee on the first business day after the date of delivery or transmission, as the case may be; and



- 11.3.2. if posted by pre-paid registered post from an address within the Republic of South Africa to the addressee at its domicilium address for the time being shall be deemed to have been received by the addressee on the fourteenth (14<sup>th</sup>) business day after the date of such posting.
- 11.4. Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication actually received by one of the parties from another, including by way of electronic transmission, shall be adequate written notice or communication to such party.

## **SECTION 12: MISCELLANEOUS**

### **12.1 WHOLE AGREEMENT**

- 12.1.1 This agreement constitutes the whole agreement between the parties as to the subject- matter hereof and no agreement, representations or warranties between the parties other than those set out herein are binding on the parties.

#### **12.2 VARIATION**

- 12.2.1 No addition to or variation, consensual cancellation or notation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorized representatives.

#### **12.3 RELAXATION**

- 12.3.1 No latitude, extension of time or other indulgence which may be given or allowed by any party to any other party in respect of the performance of any obligation hereunder or enforcement of any right arising from this agreement and no single or partial exercise of any right by any party shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a notation of, or otherwise affect any of that party's rights in terms of or arising from this agreement or stop such party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

#### **12.4. ASSIGNMENT**

- 12.4.1 Neither party shall be entitled to assign this agreement nor all or any of their rights and obligations hereunder without the prior written consent of the other, provided the Show Holding Body shall be entitled to assign this agreement for the purpose of any internal re-organization or restructuring SASJ.

#### **12.5 CONFLICT OF INTERPRETATION**

- 12.5.1 If any conflict arises in respect of the provisions contained in this agreement and the appendices attached hereto, the provisions contained in this agreement shall take precedence.

#### **12.6 WARRANTY OF AUTHORITY**

- 12.6.1 Each party warrants to the other party that it has power, authority and legal right to sign and perform this agreement and that this agreement has been duly authorized by all necessary actions and constitutes valid and binding obligations on it in accordance with the terms of this agreement.

#### **12.7 AGENCY**

- 12.7.1 SASJ hereby consents to the Show Holding Body acting and performing all its obligations in terms of this agreement as an agent for SASJ.

#### **12.8 LIABILITY**

- 12.8.1 The SHB exonerates SASJ from any liability arising from any incident, act or situation before, during or after the hosting of the event. The SHB also agrees to ensure that it complies with the Sports Events Act and any other legal requirement for the hosting of the event, including but not limited to obtaining adequate public liability insurance and any other insurance required by law of the Republic of South Africa.



12.8.2 The SHB hereby agrees to abide by any further stipulations as laid out in the General Regulations and Rules of SASJ with regards to any Risk Management or Safety Requirements, both Veterinary and Medical and accepts liability for any action resulting from non-compliance including but not limited to being considered in breach of this agreement.

All necessary permits from the relevant municipal council must be in order and compliant.

Paramedics must have the necessary legal qualifications for all events as laid down by the relevant municipalities.

12.8.3 Schedule and Results must be submitted /captured on the SASJ Database.

Grading System within 5 days of the event. A copy of the programme and signed results sheets also need to be sent to the SASJ office within the 5 days of the event. All levies will be invoiced to the SHB by the SASJ office after validation of the entries and prize monies. The OC is responsible to ensure every entry at the event is on the SASJ Database. Levies will be according to Annexure F.

12.8.4 Payment of Officials must be paid within 2 days of the event.

12.8.5 Payment of Prize Money must be paid within 14 days of the event.

### **SECTION 13: EOI AND PENALTY CLAUSE**

13.1 The SHB agrees to all the Rules and Regulations of SASJ, SAEF and FEI as well as the Terms & Conditions for holding their events.

Should there be breach or noncompliance by the SHB, a penalty of 10% of Total Entries Fees received for the event will be imposed on the SHB to be decided by SASJ Exco on an ad hoc basis.

### **SECTION 14: CRITERIA FOR HOLDING SASJ EVENTS**

#### **A CRITERIA FOR THE HOLDING OF FEI AND NATIONAL SHOW JUMPING EVENTS**

##### **FEI World Cups, FEI Events, National Events with Titles, National Events**

- I. Application to hold the event will be made on a basis of an EOI – Expression of Interest.  
This must be accompanied by the relevant calendar fee and signed SLA document.  
S A Championships events are done on a provincial rotation basis – dates will be dependant on climate in the relevant province.
- II. Each SHB must meet the minimum SHB requirements as set out in the relevant SASJ Jumping regulations, however these conditions are over and above those published.
- III. As all the CN status are National, SASJ will in its sole discretion award the events to an Organising Committee (OC) and reserves the right to award the event for an extended period of time or a fixed term, based on performance and meeting the criteria. This includes all FEI events.
- IV. All Officials must be on the relevant SASJ panels and signed off by SASJ. SASJ ANNEXURE E regarding Officials appointments.  
SASJ will at their sole discretion appoint the PGJ and the SASJ TD in conjunction with the OC.
- V. Should SHB appoint members of the Ground Jury on the FEI or National Schedule, these officials may not be rostered into other areas. This is strictly in accordance with the FEI rules & SASJ National rules.
- VI. All officials appointed must be aware that on acceptance of their appointment, they agree to officiate for the entire show, not just the titled classes. They need to be present from the first day until the end of the last class, even if that class is of a lower level. Should it necessitate that an official has a serious issue, this must be discussed with the SASJ TD & OC.



- VII. OC's must notify the SASJ if they intend to invite Course Designers or any other Official from other countries, so that SASJ can appoint their assistants. This will also allow SASJ to try to maximise the opportunities for seminars etc. around these visits.
- VIII. Arena Footing criteria – Footing and venue inspection for all National and Fei shows need to be approved by the SASJ National Inspection Committee. Jump Equipment will also be inspected to ensure it is FEI standard for National and FEI Events.
- IX. Stables, Ablutions, Grooms facilities need to be of a good high standard for a National and FEI Event.
- X. All titled classes being held at CN status & FEI events may not start after 2pm. This is in accordance with the FEI rules.
- XI. NO SHB MAY COMBINE A NATIONAL AND PROVINCIAL SHOW. All levels below open are National but are not subject to the 15% prize money deduction and are not required to have a full jury as per national specifications. Prize money for the open classes will be 60% and 40% for the other classes. These classes will have the National rankings formula.
- XII. No Junior or Pony Rider Classes may be held at National and FEI Events unless they have their own classes and title events at National Shows - no PR and Jnr classes will be allowed at WCQ FEI events unless held in a different arena. However, the OC may have these two age categories either 2 days before the commencing of the adults or 2 days after.
- XIII. All prizemoney needs to be published on the running orders on the SASJ Database. Prize money will be calculated by the number of starters in the class & be awarded to every 1 in 4 starters or part thereof, or where necessary follow the FEI appendix.
- XIV. A Show Secretary needs to be available full time at a National CN Status or FEI show. This needs to be a person with sufficient knowledge and experience as a show administrator. SHB are responsible for capturing their own results and results need to be captured and published 7 days after the last day of the show.
- XV. All Applications to hold an event of National /FEI stature agree to have the necessary documentation lodged with their relevant Municipalities re hosting events.
- XVI. All open Adult 1.40m & higher, JNR 1.30m & higher & CH/PR 1.10m & higher, at CN status & FEI events will have a mandatory trot up at World Cup and SA Championships Events. Other Horse inspections at the discretion of the OC. National shows can have horse inspections as required/at the discretion of the OC.
- XVII. Should the OC wish to include another Adult, JNR or CH/PR level in a trot up, it must be clearly stated in the schedule. Exco will decide if a full horse Inspection is required for events other than WCQ and SA Championships.
- XVIII. Entries for WCQ will be for registered Adult riders only. Open PR & JNR categories may only be included for SA National titled events e.g. SA Derby, Presidents Cup, SA Championships, Outdoor and Indoor grand Prix.
- XIX. No WCQ or CSN Adult standalone shows may exceed five days including the trot up.
- XX. TAG Timing – Collection and Return of the TAG Timing is the responsibility of the OC. TAG Timing is hired out to the OC. Approved TAG Operator is booked.
- XXI. A SASJ TAG Timing approved operator is only allowed to be used.

#### **FEI WORLD CUP EVENTS and NATIONAL EVENTS**

- ❖ FEI Calendar fee (500CHF) for CSI-W Events
- ❖ FEI Organising Dues (500CHF) for CSI-W Events
- ❖ National Calendar Fee if applicable
- ❖ Ensure that 60% of the entry fee per class is paid out in prizemoney for all National Events
- ❖ Ensure that 15% of the prizemoney from open classes is paid to SASJ for the Prize Money Fund - this is deducted off the rider's prize money - this is then invoiced by SASJ
- ❖ Stables - Secure Stabling for FEI horses
- ❖ Security & Night Watch for FEI Horses
- ❖ 2 Stables in Secure stabling for Drug Testing
- ❖ FEI DS Format and SASJ Schedule Format are used and not changed.
- ❖ A competent Show Secretary with knowledge of the SASJ online system.
- ❖ Riding Orders are correctly rolled out.





- ❖ No horse may compete in more than 1 class per day
- ❖ Levies may not exceed 50% of the entry fee
- ❖ National/FEI Events may not exceed 5 days with the exception of SA Show Jumping Champs and Easter Multi Discipline show.
- ❖ Stabling Lists must be available at least 2 days before the event.

Commented [BD1]: correct

Commented [BD2]: correct council ruled on this about 5 years ago.

## B CRITERIA FOR THE HOLDING OF PROVINCIAL SHOW JUMPING EVENTS

- i. Application to hold the event will be made directly to the relevant provincial SJ Committee.
- ii. Each province can allocate events to approved Show Holding Bodies in their province.
- iii. Each SHB must meet the minimum SHB requirements as set out in the relevant Jumping regulations, however these conditions are over and above those published.
- iv. Every SHB will be required to sign an SLA for the entire year for their provincial events.
- v. The SHB agree by signing the SLA to ensure that all officials – Judges, Course Designers, Stewards and other officials are registered with SASJ for the current year (thus agreeing to the Officials Code of Conduct and Social media Policy) and on the relevant SASJ panels.
- vi. Venue Inspections are done by each SASJ Provincial Committee or their authorised person.
- vii. Levies – as per the SASJ Levy Document Annexure F.
- viii. Prize Money needs to be paid within 2 weeks failing which a 25% fine may be levied on the SHB
- ix. Results need to be published by 7 days after the last day of the event
- x. Levies may not exceed 25% of the entry fee
- xi. As per FEI Regulations, Electronic Timing must be used unless express permission is given by the relevant Provincial SJ Committee.

## C CRITERIA FOR THE HOLDING OF RECREATIONAL SHOW JUMPING EVENTS

- xii. Application to hold the event will be made directly to the relevant provincial SJ Committee.
- xiii. Each province can allocate events to approved Show Holding Bodies in their province.
- xiv. Each SHB must meet the minimum SHB requirements as set out in the relevant Jumping regulations, however these conditions are over and above those published.
- xv. Every SHB will be required to sign an SLA for the entire year for their provincial events.
- xvi. SHB needs to be registered with SASJ for the current year.
- xvii. The SHB agree by signing the SLA to ensure that all officials – Judges, Course Designers, Stewards and other officials are registered with SASJ for the current year (thus agreeing to the Officials Code of Conduct and Social media Policy) and on the relevant SASJ panels. Compulsory officials for Recreational events: SASJ Judge/Learner Judge  
SASJ Course Designer/Learner Course Designer  
Paramedics of the correct level.
- xviii. Venue Inspections are done by each SASJ Provincial Committee or their authorised person.
- xix. Results can be published should the SHB wish their show to receive recreational rankings.
- xx. SASJ will impose a levy of R10.00 ex Vat (R11.40 inc VAT) per entry payable to SASJ
- xxi. Recreational horse and riders are registered for free on the SASJ system and the OC is responsible to ensure all riders and horses are entered on the SASJ Online system.
- xxii. Recreational classes may be run at Provincial events – but must be run after the provincial classes.

Unsanctioned shows are not recognized, endorsed or sanctioned by SASJ.



ANNEXURE 1

**THE EVENT/S**

NAME OF EVENT/S or No of EVENTS \_\_\_\_\_

\_\_\_\_\_

DATES \_\_\_\_\_

TOTAL PRIZEMONEY \_\_\_\_\_

**SHOW HOLDING BODY**

SHOW HOLDING BODY \_\_\_\_\_

PERSON RESPONSIBLE \_\_\_\_\_

CONTACT DETAILS \_\_\_\_\_

SHOW SECRETARY \_\_\_\_\_

**VENUE**

VENUE \_\_\_\_\_

VENUE APPROVAL BY PROVINCIAL SASJ COMMITTEE \_\_\_\_\_

ADDRESS \_\_\_\_\_

ARENA SURFACE FOR MAIN EVENT \_\_\_\_\_

NAME OF CLOSEST VET HOPITAL \_\_\_\_\_

PROXIMITY TO VENUE (Kms) \_\_\_\_\_

DETAILS OF STABLING \_\_\_\_\_

**INSURANCE**

NAME OF INSURER of SHB \_\_\_\_\_

DETAILS OF COVER \_\_\_\_\_

*A copy of the insurance policy must be supplied.*



**SERVICES SCHEDULE TO BE SUPPLIED BY SASJ**

SASJ will be responsible for the following services as part of this contract.

1. The advertising of the event on the Calendar and all social media platforms belonging to SASJ.
2. The management of the approval process of the provincial schedule in terms of the protocol and the schedule and entries must be done on the National SASJ Database.
3. The provision of all the necessary paperwork and documentation as required by SASJ,
4. The allocation of a representative of SASJ who will be responsible for duties as set out in the General Regulations and Rules of SASJ.
5. The provision of any technical advice or assistance as required by the SHB.
6. The Show holding Body agrees to reasonably accommodate SASJ's the request to include judges, course designers and technical officials as part of the development and training of such officials where possible and by mutual agreement.
7. All prizemoney needs to be published on the running orders and entered on the running orders on the SASJ Database.
8. SASJ Facebook – Should someone from the office be available at the show to promote the results on the SASJ Facebook, this will be done. If not the case the OC needs to send the SASJ national office updates should they wish their results and sponsors published daily on Facebook.

We hereby accept the terms and conditions of the agreement in its entirety.

SIGNED AT \_\_\_\_\_ on \_\_\_\_\_

**For and on behalf of the Show Holding Body**

Name: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**For and on behalf of SASJ**

Name: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

*All pages must be initialed and returned to SASJ with the SASJ 2020 Show Holding Body Application form.*

