



# Code of Conduct

## Members, Staff, Golfers & Teams

### Preamble

The purpose of establishing a Code of Conduct is to articulate the norms of behaviour expected of SADGA members, office staff, the national & provincial team's and those associated with the team or company or when they are present or engaged in activities sponsored or sanctioned by SADGA or in which the team is otherwise involved.

It is not the intent of this Policy to try to dictate what an individual's lifestyle should be. These guidelines are designed to ensure that all concerned conduct themselves in a manner that protects the reputations of SADGA and the wellbeing of the respective province, region, national or provincial team, its coaches, officials, administrators and sponsors alike. The purpose of the Code is to identify clearly what is acceptable conduct and what is not. Also, the Code indicates that non-compliance may result in disciplinary action being invoked in accordance with the process outlined.

This Code of Conduct is agreed upon between SADGA, the company and its said members and national golfers and management to safeguard the relationship between the members and ensure a fruitful partnership for all parties.

Note: Member is not defined as "paying or non-paying" but participant in sanctioned activities of SADGA.

### Application

This Code is applicable to all Provinces, at any golf event or SADGA sanctioned activity anywhere, whether funded or not by SADGA. It applies to all SADGA sanctioned members and those associated with SADGA participating as:

- a) A coach, manager or other designated personnel accompanying an official or squad or affiliated ;
- b) Other members acting on behalf of the team attending and/or participating;
- c) SADGA Members acting on behalf of or representation of any , region, province or office,

### General

When engaged in golf office, events or activities, persons covered by this Code should act in a manner that reflects respect for oneself, respect for SADGA, its Board, its members and partners. As such, SADGA expects adherence to the following guidelines;

- a) Officer bearers, Team Leaders, coaches with the assistance of team managers, and golfers where applicable, are responsible for ensuring that golfers and those acting in a support role with the team conduct themselves in an appropriate manner;

- b) No member shall act in a manner unbecoming to the detriment of the SADGA, the Sport or Sponsorship
- c) No one shall act in a manner that places, or that may be construed as placing, golfers or other team personnel at risk;
- d) Rude comments, gestures, foul and inappropriate language, or other forms of harassment are not acceptable;
- e) No one shall say or do anything that is designed to damage deliberately the wellbeing, reputation or character of others, a fellow team member or the team;
- f) No one shall deliberately damage personal or public property or act in a manner that could result in such damage;
- g) No one shall deliberately injure another person or act in a manner that could result in such injury;

### **Brand Guidelines**

- a) All mention of the team by team members and/or support staff, whether to other team members, friends, family, or any member of the press or the public will include the SADGA name,
- b) No team member shall smoke while participating as a member of a sponsored team or attending a sponsored event or any other official or non-official SADGA event / match / tournament, including training sessions and any other public appearance as a team member.

### **Use of Alcoholic Beverages and Banned or Illegal Substances**

- a) No one under the legal drinking age shall consume alcoholic beverages or be in a place in which any alcoholic beverages are served unless accompanied by the parent or guardian of the person in question;
- b) Golfers of legal drinking age must consult with the Team Leader / Coach and the team manager, where applicable, prior to consuming alcoholic beverages while participating as a member of a team or squad. Notwithstanding this, in any case, such golfers may not consume alcohol in rooms where the team or squad is accommodated. Moreover, no one is to provide alcohol to anyone under the legal drinking age.
- c) No one is, knowingly, to use any banned or illegal substance, provide to others a banned or illegal substance or encourage the use of banned or illegal substances.

### **Roles and Responsibilities**

To ensure that the Code is followed, a team approach is essential. Protecting the well-being of the team personnel, including golfers, coaches, and other officially designated support personnel, is a collective responsibility.

Nevertheless, the Team Leader/Coach/ official are accountable for ensuring adherence to the Code at events or activities involving the said team.

Other coaches who form part of the support team at such events or activities will assist the Team Leader/Coach or official. Where a manager is also appointed, he or she will also assist the Team Leader/Coach.

The Team Leader/Coach and the Manager shall each submit a report to a Director of SADGA immediately following the event or activity providing details of any incidents and describing the circumstances where the Code has been violated.

### **Disciplinary Action**

- a) Violations of the Code are subject to disciplinary action up to and including suspension of membership by the and SADGA Board;
- b) In connection with an event or activity involving an official or team or squad, the Team Leader/Coach in consultation with the Manager and other officially designated team personnel is responsible for taking any appropriate action. This may include loss of privileges at the event or activity and/or suspension from team at the event or activity.
- c) The Team Leader/Coach and the Manager shall submit reports to the Director immediately following the event or activity, providing details of any violation of the Code and how the matter was handled, including any specific action taken in respect of the violation.
- d) Violations may also be subject to disciplinary action by the Board which may include a letter of reprimand, loss of funding in whole or in part, suspension or dismissal from the training squad, matches or other SADGA sponsored programs.
- e) In any case where compensation for damage to property is required, restoration of privileges will not take place until restitution has occurred.

### **National Code of Conduct**

The SADGA disciplinary code is based on an adaptation of the Labour Law code of conduct and modified to meet the sporting applications as well as the office administration of Golf in SA.

Counselling, warnings and monetary fines are used to deter repeated infringements of the rules and regulations governing the sport. The use of suspension is the final application used when such action sanctions harsher measurement of punishment.

**SADGA DISCIPLINARY CODE**

No	Offence	Counselling	Final Warning	Monetary Fine	Suspension
1	Bribery & Corruption				Suspension
2	Theft				Suspension
3	Misappropriation of clients or company property				Suspension
4	Fraud / Falsifying documentation				
5	Incitement resulting in work disruption riot or damage				Suspension
6	Gross Insubordination or insolence				Suspension
7	Assault or grievous bodily harm				Suspension
8	Gross negligence				Suspension
9	Using company vehicles without authorization or for private use				Suspension
10	Found in possession of narcotic drugs, cannabis or illegal substances				Suspension
11	Strike / work stoppages without lawful permission				Suspension
12	Abusing position of authority to the prejudice of good discipline & order				Suspension
13	Misconduct				Suspension
14	Breach of contract / confidentiality/ trust				Suspension
15	Making false statements / Dishonesty				Suspension
16	Absconson - excommunicated absenteeism for longer than 6 days				Suspension
17	Failure to comply with Job Description				Suspension
18	Failure to comply to safety regulations	counselling	Final Warning		Suspension
19	Under influence of alcohol or drugs or drinking whilst on duty		Final Warning & counselling		Suspension
20	Conduct unbecoming	counselling	Final Warning	Fine	Suspension
21	Driving company vehicles recklessly or negligently		Final Warning & counselling		Suspension
22	Desertion from post without permission or valid reason		Final Warning		Suspension
23	Improper performance of duties / Dereliction of Duties		Final Warning & counselling		Suspension
24	Failure to report an accident or damage to companies or clients property		Final Warning & counselling		Suspension
25	Intimidation or threat				Suspension

No	Offence	Counselling	Final Warning	Monetary Fine	Suspension
26	Disclosure of client or company information without authorisation				Suspension
27	Jeopardising a Contract by actions not compiling to Job Requirements		Final Warning & counselling		Suspension
28	Making false statements		Final Warning		Suspension
29	Harassment		Final Warning		Suspension
30	Failure to follow a direct or		Final Warning & counselling		Suspension
31	Wilful or negligent damage to clients or company property		Final Warning & counselling		Suspension
32	Abusive language to a superior		Final Warning		Suspension
33	Poor Time keeping	1st Warning	Final warning	Monetary Fine	Suspension
34	Reporting Late for duty without a reasonable excuse	1st Warning	Final Warning	Monetary Fine	Suspension
35	Sleeping on duty	1st Warning	Final Warning	Monetary Fine	Suspension
36	Failure to comply with company dress code whilst on duty	1st Warning	Final Warning	Monetary Fine	Suspension
37	Absent from duty without medical cert	1st Warning	Final Warning	Monetary Fine	Suspension
38	Poor workmanship / carelessness	1st Warning	Final Warning	Monetary Fine	Suspension

## **SADGA DISCIPLINARY HEARING PROCEDURES**

The **Managing Committee** is the SADGA Board of Directors

1. The **Disciplinary Committee** comprises of an appointed:

- Chairperson
- Charging officer

However, members can be co-opted onto the DC as and when required where such member has no conflict of interest in the proceedings

- The Chairperson is represented by a SADGA Board Member

The **Jury of Appeal** comprises of

The Appeal Committee is represented by SADGA Board Members, when and where required where such member has no conflict of interest in the proceedings

2. The Disciplinary Committee will set up enquiry for disciplinary action after investigation of a complaint or report by a Member of the public, official, coaching staff, player, table official, referee or commissioner, doping control board or affiliate. All cases will be treated individually.
3. If any incident occurring during the game is bound to have disciplinary implications, it is the duty of every Official involved in that game to write a report of such incident. Failing to do so will have disciplinary action against those Officials.
4. The perpetrator will be informed via fax, hand delivery or e-mail not less than 48 hours before the hearing to make him/her available for Disciplinary purposes. The perpetrator will be suspended until the disciplinary hearing takes place.
5. None of the members of the disciplinary panel can be directly involved in the game in question. A chairperson will be appointed.
6. The Hearing will start with all the reports read by the Chairperson in the presence of the party involved. Each member will be called before the Disciplinary Committee and will give his version of the incident and shall be questioned by the Committee and party involved.
7. After hearing all parties, the Committee will remand for decision and will meet in private to decide the outcome of this Hearing. Before sentencing, the party involved will be asked give mitigating argument. The Charging officer will be asked to give aggravating arguments. The chairperson will make decision and pass sentence. All relevant documentation is as per SADGA's HR Code.
8. Such findings will be relayed to the Golf Union concerned, SASCOC, SAGA and GolfRSA within 24 hours of such findings.
9. The Disciplinary Committee when making the decision on the outcome of the Hearing will have the following points as precedent.
  - 9.1 If decision is made to follow the criminal route:
 

<ul style="list-style-type: none"> <li>• Fighting or hitting</li> <li>• Abusing an official / Swearing</li> <li>• Threatening</li> <li>• Destruction of property</li> <li>• Cheating</li> </ul>	<ul style="list-style-type: none"> <li>- Assault charges</li> <li>- Criminal Injuria.</li> <li>- Intimidation</li> <li>- Malicious injury to property</li> <li>- Forgery</li> </ul>
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9.2 If decision is made to follow the Disciplinary route: Mandatory suspension + outcome of Disciplinary Enquiry

- |                                  |                             |
|----------------------------------|-----------------------------|
| • Racial Slur                    | • Minimum 1 year suspension |
| • Hitting an opponent            | • Minimum 1 year suspension |
| • Equipment abuse                | • Minimum 1 year suspension |
| • Showing dissent to an Official | • Minimum 1 year suspension |
| • Assaulting an Official         | • Minimum 1 year suspension |

9.3 A monetary fine can be added to any of the points above.

9.4 The perpetrator has the right to appeal against the suspension or fine levied by the Disciplinary Committee within 7 days of sentencing. This appeal has to be directed in writing to the SADGA Head Office.

**The following section deals with specific requirements for;**

1. Teams - GOLFER AND TEAM OFFICIAL AGREEMENT
2. SA OPEN

#### **GOLFER AND TEAM OFFICIAL AGREEMENT**

***Terms & conditions are set out herein and form all conditions as per the policy and procedures of SADGA (South African Disabled Golf Association)***

**NAME OF GOLFER / TEAM OFFICIAL:** \_\_\_\_\_

These Terms and Conditions are stipulated below yours.

Read the agreement carefully so as to understand it and the consequences of any breach of its terms and conditions.

***IF APPLICABLE, PLEASE COMPLETE, INITIAL EACH PAGE, SIGN & RETURN THE ORIGINAL AGREEMENT TO***

South African Disabled Golf Association  
King David Mowbray GC  
1 Raapenberg Road  
Mowbray  
7700  
[lily@sadga.co.za](mailto:lily@sadga.co.za)  
0828889888

#### **Terms and Conditions**



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### Members, Staff, Golfers & Teams

#### 1. DURATION

1.1 This agreement shall commence on the date on which it is signed by the parties hereto and shall apply for the period stipulated, unless terminated earlier by SADGA as provided for herein.

Period of this agreement is from \_\_\_\_\_

1.2 This agreement shall include all training sessions, pre-game training or participation games inclusive of all official team functions and the ceremonies as called upon.

#### 2. NO EMPLOYMENT

This agreement is not an employment agreement and does not constitute the Golfer or Team Official as an employee of SADGA.

#### 3. SADGA

3.1 As a Section 21 company, SADGA is bound to the principles of Corporate Governance, including transparency, disclosure and sound ethical conduct. There is a Board of Directors who is appointed on a voluntary basis to enforce these principles.

- Association Incorporation under section 21-Reg.#2004/015161/08
- Registered PBO. Reg. # 930 017 298.
- Registered NPO. Reg. # 147-270
- Level 4 BEE contributor, 75% of beneficiaries black as defined BBBEE Codes of Good Practice

#### 4. PRECEDENCE

4.1 As SADGA in collaboration with its affiliates, SAGA , GolfRSA, and SASCO is solely responsible for the accreditation of participants from South Africa in participation in the \_\_\_\_\_, the Golfer or Team Official agrees that this agreement has precedence over any other agreement which the Golfer or Team Official has with his National Federation and/or a Sponsor (s). *(In the case of manufacturer branded training and competition wear, refer Clause 10.)*

4.2 The Golfer or Team Official declares that he is not aware of any other contractual or legal impediment, which may prohibit or adversely affect the performance by the Golfer or Team Official of all his obligations under this Agreement.

#### 5. ELIGIBILITY FOR SELECTION: PARTICIPATION

5.1 The Golfer or Team Official acknowledges and agrees that his selection to and continued participation in the Team is conditional upon him/her complying with SADGA's selection criteria and illegibility as defined in clause 5.2 and the Golfer or Team Official declares that he has duly complied herewith.

5.2 The Golfer and Team Official accepts to be a citizen of South Africa and thus warrants that he currently holds a valid South African Identification Document.



5.3 The Golfer or Team Official undertakes to comply with all the applicable rules and regulations of his International Federation and the World Anti-Doping Code to ensure that the overriding principles of SADGA are observed.

5.4 The Golfer or Team Official declares that he is not currently under suspension or disqualification by SASCOC, SADGA, SAGA and his International Federation or in breach of the World Anti-Doping Code.

**In accepting the national colours as the sports insignia of South Africa, sportsmen, their coaches, managers and other officials involved in the participation of South Africa in the international sports arena accept to conduct themselves at all times in a manner that will benefit and do credit to the insignia under which they have been chosen to represent golf and their country, in whose name they participate.**

#### **SOUTH AFRICAN SPORTS COMMISSION – NATIONAL COLOURS REGULATION**

It is the unconditional view of the South African Sports Commission (SASCOC) that indulgence in the use of alcohol and tobacco is not part of the make-up of the serious sportsman. Officials in charge of participants have a particular responsibility in this regard to set the right example.

- Acceptable behaviour has many facets, all of them important for the ambassador of his country to adhere to. Proper behaviour defined by SASCOC includes-
- When to use the official dress of the team: At departure and arrival on aircraft, at official receptions, etc.;
- The sports-wear, leisure wear, competition gear of participants and officials;
- When to use the official dress of the team: At departure and arrival on aircraft, at official receptions, etc.;
- The neat appearance of team members at all times;
- General conduct: language, rowdy behaviour (even when celebrating a victory), singing of vulgar songs, etc.;
- Respect for fellow travellers on aircraft, in public places, at hotels, towards staff or hosts, for public and other people's property;
- Good table manners, and respect for speakers at officials receptions;
- No intake of alcohol before or during a round of golf.

The guidelines have been compiled by SASCOC to serve as criteria for all those involved in representative participation in order to ensure basic uniformity, group unity, discipline and a friendly and comfortable disposition within the group or team. An appeal is made to all those involved to observe their Code of Conduct at all times. In the interest of South Africa and of sport in general, it is vital that the



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conduct of those representing the country will at all times be above reproach. If anyone should infringe the Code, disciplinary steps in the discretion of the national federation and SASCOC may be taken against such a person. It is important to note that under special circumstances, SASCOC reserves the right to withdraw national colours awarded at the time for good cause.

#### **NATIONAL**

The South African Disabled Golf Association subscribes to the requirements of SASCOC in regard to:

- The National Emblem.
- The colours thereof and in conjunction with SASCOC
- The design thereof and the wording of the sport of golf.
- To ensure that all players chosen to represent the Republic of South Africa conform to the principles of SASCOC necessary for selection for National teams.
- To ensure that all persons concerned wear the National uniform with pride.

#### **INTERNATIONAL**

To require all persons representing South Africa outside and inside the boundaries of the country, at all times act in a gentlemanly manner and in the interests of the country as unofficial ambassadors.

To ensure that proper discipline is maintained at all times in accordance with National requirements.

All players who represent South Africa will be South African citizens.

#### **INTERNAL**

To promote the game of golf to the benefit of all members of the National community to the best of the Association's ability and financial capability.

To administer golf in South Africa in accordance with the Rules of Golf as laid down by the international controlling body, the R&A Ltd in regard to:

The Rules

- The equity and conduct of all persons subject to the Association's control in South Africa
- The standards of fair play, sportsmanlike conduct and the etiquette of golf are properly maintained at all times.

**ATHLETE'S DECLARATION (by acceptance of the agreement)**

***I will:***

- Respect the rules and play in the spirit of the game.
- Display high standards of behaviour that promote a positive image for the game.
- Respect my opponents.
- Respect the officials and their decisions.
- Be gracious in victory and defeat and remember that winning isn't everything.
- Give my teammates positive inputs and feedback.
- Compete fairly.
- Refrain from the use of profane, insulting, harassing or otherwise offensive language or behaviour on or off the field.
- Strive to maintain a sense of self-control and dignity at all times.
- Thank officials and opposing teams after every game/match.
- Remember to maintain a sense of integrity.
- Respect the facilities/equipment.
- Do my best to try to be a true team player.
- Never advocate or condone the use of drugs or other banned performance enhancing substances or methods.
- Reject corruption, drugs, racism, violence and other dangers to the sport.
- Help others to resist corrupting pressures.
- Denounce those who attempt to discredit the sport.
- Honour those who defend the sport's good reputation.
- To the best of my ability abstain from the use of tobacco products and alcoholic beverages in public when representing my country.
- Never consume alcohol before and during competitive national and international rounds of golf, including practice sessions and practice rounds.
- Never provide under age participants with alcohol.
- Participate in all team testing and satisfy all team programme-testing objectives. (drugs and high performance)

- Communicate and co-operate with registered medical practitioners/testing centre in the diagnoses, treatment and management of medical problems and respect the concerns these medical people have when they are considering my future health and well-being and when they are making decisions regarding my ability to continue to play or train.
- Respect other athletes and official's cultures and beliefs.

## **6. BENEFITS**

The Golfer or Team Official acknowledges and agrees that he shall have no other claim against SADGA, SASCOC, SAGA, GolfRSA and/or the Sponsors of the Team for the payment of any remuneration (whether monetary or in-kind) for the performances by him of his obligations under this agreement.

## **7. TRAVEL: TRAINING SESSIONS, TO AND FROM THE GAMES**

The Golfer or Team Official shall travel to and from said camps and sanctioned event upon the dates and in the manner determined by SADGA in conjunction with SASCOC, SAGA and GolfRSA.

## **8. ACCOMMODATION: TRAINING SESSIONS AND AT ANY INTERNATIONAL COMPETITION**

The Golfer or Team Official shall reside in the host accommodation or in such other accommodation approved by SADGA, for the period and in the manner determined by SADGA.

## **10. CONDUCT**

The Golfer or Team Official, on his appointment as a member of Team South Africa, shall -

9.1 Observe and comply with all directions of SADGA, the General Management of the Team (hereinafter referred to as the "GTM") or any other person duly authorised by SADGA;

9.2 Complete any security and accreditation documentation by the date and return such form requested by SADGA and continue to hold such accreditation all times as received from the controlling body for the duration of the said sanction training sessions.

9.3 Familiarise himself and comply with any rules of the afore said practices, including any Games or other Tournament Code of Conduct in force from time to time;

9.4 Are held responsible for damage he may cause to any property at the host accommodation, competition or training venues;

9.5 Observe and comply with the rules applicable to his participation at training sessions or at his accommodation at the host hotel;

9.6 Conduct himself at all times in a proper and dignified manner so as not to bring himself, SADGA, the SA Disabled Golf Open, Golf Unions, SAGA, GolfRSA, R&A, SASCOC, the sponsor/s, the Team or any other member thereof into public disrepute or censure and to the absolute satisfaction of SADGA;

9.7 Not make, comment, issue, authorise, offer or endorse any public criticism or statement designed to have a prejudicial effect on the interests of SADGA, SASCOC, Golf Unions, SAGA, GolfRSA, R&A , the sponsor/s, the Team or any other member thereof into public disrepute or censure and to the absolute satisfaction of SADGA.

9.8 Conduct himself so as to obtain and maintain his best possible fitness and health in order to perform his duties to the Team to the best of his ability.

## **11. TEAM OUTFITTING & DRESS CODE**

10.1 The Golfer or Team Official shall comply with the dress code determined by SADGA, including, but not limited to, the wearing of the recognised apparel (formal, training, leisure and competition) as supplied by SADGA or its SPONSOR/S for each member of the Team.

10.2 No Golfer or Team Official will be allowed to wear any items of clothing branded by any sponsor other than the approved sponsors of the Team.

## **12. ANTI-DOPING**

11.1 The Golfer or Team Official agrees -

- a) The Golfer or Team Official acknowledges that the World Anti-Doping Agency's (WADA) Code & International Standards will apply.
- b) To observe and comply with the anti-doping provisions referred to in Clause 11.1a) above;
- c) To observe and comply with any other anti-doping testing rules and/or procedures formulated by SADGA for participation
- d) not to use, attempt to use, have in his possession, attempt to have in his possession, traffic or attempt to traffic in any prohibited substance or drugs listed as illegal by the laws of South Africa or at international destinations

11.2 The Golfer or Team Official declares that at the time of signing this agreement he has not taken any of the prohibited substances contained in the list referred to in Clause 11.1a) above.

## **13. MEDIA (All Platforms)**

The Golfer or Team Official shall not during the duration of this agreement –

- a) Be paid or receive any reward (whether monetary or in kind) for granting interviews;
- b) Permit his name to be used as the author of any article or column appearing in the media; or
- c) Enter into or carry out any contract, arrangement or understanding by which he will provide exclusive interviews to any element of the media relating to SADGA, the SA Disabled Golf Open, the Any

International Tournament, his participation in the Any International Tournament or the participation of any other member of the Team.

d) The Golfer or Team Official shall be entitled to comment to the media about his own personal performance, but shall not pass any comment's whatsoever to the media about SADGA, SASCOG, SAGA, GolfRSA, SA Disabled Golf Open, the Any International Tournament and/or the performance of any other member of the Team or of any competitor in the Any International Tournament.

e) Shall inform the Team Official of all requests for media correspondence and in terms of clause 12d and needs to clarify all media response.

#### **14. SPONSORSHIP & PROMOTIONS**

13.1 The Golfer or Team Official shall, during the duration of this agreement

a) Make himself reasonably available to attend publicity and promotional events arranged by the official sponsors of the Team (hereinafter referred to as the "Sponsors") and to provide such Sponsors with other appropriate exposure;

b) Not associate himself in any manner whatsoever with any products and/or services which are similar to or which compete with the products and/or services of the Sponsors, without the prior written consent of SADGA;

c) not participate in any manner whatsoever in any promotional or other activities relating to the SA Disabled Golf Open and Any International Tournament, except for those which have been arranged by SADGA and/or the Sponsors, without the prior written consent of SADGA;

d) Will permit SADGA to use his likeness and/or name to promote the Team's participation in the SA Disabled Golf Open and Any International Tournament;

e) permit the Sponsors to use his likeness and/or name in their promotional or marketing activities, provided that such use of the Golfer or Team Official's likeness and/or name is limited to his being part of the Team.

13.2 It is understood that in all cases, use of the Golfer or Team Official's image, name, likelihood or other resemblance must respect the Golfer or Team Official's individual rights and that, where relevant, the Golfer or Team Official's approval has been obtained.

13.3 The Golfer or Team Official acknowledges that the restraints imposed upon him in terms of Clause 13.1 above are reasonable for purposes of protecting the SADGA sponsorship revenue, which is necessary to fund the preparation of the Team and its participation in the SA Disabled Golf Open and Any International Tournament.

#### **15. INJURY & ILLNESS**

14.1 The Golfer or Team Official declares that as at the date of signing this agreement he is not suffering from any illness and/or injury that may impair his performance and undertakes to immediately notify SADGA in writing if he subsequently gets ill, injured or contracts any disease, SADGA may terminate the Golfer or Team Official's membership of the Team if, in the opinion of SADGA, any illness and/or injury and/or disease suffered by the Golfer or Team Official –

- a) May impair the Golfer's performance; or
- b) May pose a threat to the health of any other Team member or competitor.
- c) The Golfer or Team Official agrees to do everything reasonably necessary to achieve and maintain the level of health and fitness required to participate in the SA Disabled Golf Open and Any International Tournament in order to strive for the highest honours.

## **16. MEDICAL RECORDS & TESTING**

15.1 The Golfer or Team Official hereby authorises any medical practitioner whom he has consulted at any time prior to or during the duration of this agreement, to provide details to SADGA of any illness, disease or injury which the Golfer or Team Official may have suffered or any pre-existing medical condition which he may have.

15.2 This information is required solely to determine the Golfer or Team Official's medical fitness to perform to the best of his ability in the SA Disabled Golf Open and Any International Tournament or to assess the risk of preventing other Team members or competitors in the SA Disabled Golf Open and Any International Tournament from performing to the best of their ability.

## **17. INDEMNITY**

16.1 The Golfer or Team Official agrees that SADGA shall not be liable to him in any circumstances for death, any injury, loss or damage of any kind whatsoever arising directly or indirectly from any omission (whether negligent or otherwise) by any person whatsoever connected with the Golfer or Team Official's membership of the Team, his travel to and from the SA Disabled Golf Open and Any International Tournament, his participation at the SA Disabled Golf Open and Any International Tournament, or any disciplinary action taken against him/her by SASCOC, SAGA, GolfRSA or SADGA.

16.2 The Golfer or Team Official indemnifies SADGA from and against all claims, legal proceedings and costs whatsoever which may be taken or made against SADGA in conjunction with or arising out of death, any loss, damage or injury referred to in Clause 16.1 above.

16.3 For the purposes of this clause,

- a) SADGA shall mean SADGA, its members and directors; officials, coaches, medical practitioners, therapists and other members of the Team;
- c) SASCOC – SA Sports Confederations and Olympic Committee;
- d) SPONSOR - Any independent contractor or volunteer providing services to SADGA.
- e) SAGA shall mean South African Golf Association
- f) GolfRSA shall mean South African Golf Association

16.4 SADGA shall for the purpose of this clause be deemed to be acting as agent and trustee of and for the benefit of all persons and bodies referred to in Clause 16.3 above.

## **18. BREACH OF PROVISIONS OF THE AGREEMENT**

Should the Golfer or Team Official be in breach of any of the provisions of this agreement, all of which shall be deemed to be material, SADGA may at its discretion -

- 17.1 Terminate the Golfer or Team Official's membership of the Team;
- 17.2 Require the Golfer or Team Official to leave the SA Disabled Golf Open and Any International Tournament and to return home;
- 17.3 Exclude the Golfer or Team Official from competing at the SA Disabled Golf Open and Any International Tournament;
- 17.4 Initiate disciplinary action against the Golfer or Team Official's and / or
- 17.5 Instruct the Golfer or Team Official to return any benefits granted.
- 17.6 And all costs associated to the above

## **19. GOVERNING LAW**

This agreement shall be governed by and interpreted in accordance with the law applicable in the Republic of South Africa.

## **20. GENERAL**

19.1 This Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof.

19.2 No addition to, variation of, or agreed cancellation of, this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

19.3 No relaxation or indulgence which any party may grant to any other shall constitute a waive of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in the future.

19.4 Any provision of this agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this agreement and continue to be in full force and effect.

19.5 The Clause Headings in this agreement have been inserted for purposes of convenience and shall not be taken into account in the interpretation of this agreement.

19.6 In accepting the award of selection as members of Team South Africa, golfers, coaches, managers and other Team officials involved in the participation of SA Disabled Golf Open and Any International Tournament South African team also accept to





**Code of Conduct**  
**Members, Staff, Golfers & Teams**

19.6.1 Conduct themselves at all times in a manner that will do the insignia under which they have been chosen to represent their sport, SADGA as custodian of South Africa's participation in the SA Disabled Golf Open and Any International Tournament and finally their Country, in whose name they participate, proud.

19.6.2 SADGA has accepted the responsibility on behalf of government, sponsors, supporters and the broad South African public to ensure that the South African Disabled Golf team, is a credit to the country and that its members are at all times worthy and dignified ambassadors while representing the high ideals that SADGA has set for their participation.

19.7 Under no circumstances ever should such a victory or for that matter the mere participation in an event, be enhanced due to unfair methods having been employed, be it by cheating, by unsportsmanlike behaviour, or worse, by employing methods (like the intake of prohibited chemical substances) to improve one's performance, thus providing an unfair advantage over fellow competitors.

**GOLFER & TEAM OFFICIAL AGREEMENT AS A MEMBER OF TEAM SOUTH AFRICA, the undersigned,**

Name of Golfer/Team Official \_\_\_\_\_

(Hereinafter referred to as the "Golfer or Team Official") hereby acknowledge and agree that my selection to participate in the South African Disabled Golf Team, as a member of Team South Africa (hereinafter referred to as "the Team") is conditional upon me entering into this agreement and observing all its terms and conditions as set out in the Appendices hereto.

Signed at \_\_\_\_\_ on \_\_\_\_\_

Signature of Golfer/Team Official \_\_\_\_\_

(Print name) \_\_\_\_\_

**ACCEPTANCE OF THIS AGREEMENT BY SOUTH AFRICAN DISABLED GOLF ASSOCIATION**

(Hereinafter referred to as "SADGA") We, SADGA, hereby acknowledge and agree that the Golfer or Team Official's selection or appointment to and continued participation in the Team, is subject to the Golfer or Team Official having entered into this agreement.

Signed at \_\_\_\_\_ on \_\_\_\_\_

Signature For and on behalf of SADGA \_\_\_\_\_

Print name \_\_\_\_\_

## **SA DISABLED GOLF OPEN**

### **Code of Conduct and Rules**

The South African Disabled Golf Open will be played in accordance with the Rules of Golf as established by the R&A Rules Limited together with such Local Rules as established by the event organising committee. In addition, the modifications for handicapped golfers, as established by the R&A are applicable. SADGA and its organising committee are responsible for organising and running the South African Disabled Golf Open.

### **Conduct**

#### **You are obliged:**

1. To comply with all requests for information from SADGA and/or the Organising Committee as expeditiously as possible; to abide by the requests regarding availability for media interviews etc.; to participate in all official functions organised by Sponsors / Organising Committee and/or SADGA to which you are invited. Any costs incurred by SADGA due to your failure to comply/attend will be passed to you directly.
2. To adhere to the Dress Code. Dress Code on the golf course:  
Men: long or tailored short trousers, no shorter than just above the knee, shirts with short sleeves/collar or with long sleeves/collar, acknowledged golfing attire and predominantly white socks.  
Women: acknowledged golfing attire.
3. To show loyalty toward the sponsors of the SA Disabled Golf Open by not advertising any opponent merchandise in any form or manner.
4. To behave in an acceptable manner to reflect favourably on the sponsors, organising committee and SADGA.
5. To ensure that you are punctual for start times, event meetings, interviews that you have accepted, for meetings with organising officials, etc.
6. I confirm that photos of me may be used in the media and by involved partners alike
  - A. The following general conduct can never be condoned
    - Bad language (on or off the golf course).
    - Rowdy behaviour at any time (even when celebrating a victory).
    - Over-indulgence in the use of alcohol and the use of any banned substance (on or off the golf course). Random alcohol and drug tests may be performed. Any Competitor who fails such tests or refuses to take a test if asked to do so, may be disqualified
    - Any form of physical fighting (on or off the golf course).
    - Any form of verbal abuse (on or off the golf course).
    - Negative influences on fellow participants (on or off the golf course).
    - Any form of political, religious or racial propaganda/demonstrations.
  - B. To ensure fair and equal competition the following will be agreed upon
    - To observe and comply with the anti-doping provisions referred to in the WADA list of banned substances; not to have in possession or attempt to have in possession any drug or medication which have not been approved in writing by a medical person.

- To submit to doping control whenever and wherever requested by officials and to hand over all the relevant forms regarding doping control to the Organising Committee for safe keeping.

Go to [www.drugfreesport.org.za](http://www.drugfreesport.org.za) for more information.

### **General RULES**

1. The players are responsible for familiarizing themselves with the Conditions of the Competition, 'Local Rules' and any "Additional Local Rules" as posted on the Tournament Notice Boards.
2. Mobile telephones should be in silent mode and may only be used on the golf course in case of an emergency.
3. The use of motorized carts is permitted for all competitors.
4. Only accredited caddies/helpers will be allowed; it is essential that you make your requirements clear to the Tournament Committee on your entry form.
5. The pace of play will be monitored by the Referees and Marshals.
6. Where accommodation has been arranged by the Organising Committee, no changes to these arrangements may be made without the consent of the Organising Committee.
7. The order of play and groupings shall be in accordance with the order of play and groupings as laid down by the Organising Committee.
8. The player is personally responsible for knowing his/her own starting time.
9. The Organising Committee reserves the rights to alter starting times if deemed necessary.
10. The player should arrive at his starting tee ten minutes before starting time.
11. The Organising Committee reserves the right to discontinue play and/or cancel a round in case of potentially dangerous weather conditions. Players must familiarise themselves with the signals in use for suspension of play as detailed in the Tournament Brochure.
12. A player is permitted to discontinue play if he believes there is danger from lightning, or if there is some other good reason such as sudden illness. He shall report to the Committee as soon as practicable to explain the reason for discontinuing play.
13. Etiquette is an important part of the game and in the case of a serious breach of etiquette the Disciplinary Committee has the authority to disqualify a player;

The above will be strictly enforced by the Organising Committee with a zero tolerance attitude. A Disciplinary Committee will form for the duration of the event and all contraventions of the above, major or minor, will be referred to the Committee. The decision of the committee shall be final.

The disciplinary committee shall consist of the following:

- SADGA Tournament Director
- Tournament Rules Officials
- Golf Course Golf Director

### **Disciplinary procedures/disputes**

As per the SADGA Code of Conduct.