



**BY-LAWS OF THE MOUNTED ARCHERY ASSOCIATION OF SOUTH
AFRICA (MAASA)**

APPROVED AND ADOPTED AT AGM HELD ON 24th April 2021

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PREAMBLE

These MAASA By-Laws are derived from the MAASA Constitution and have been written in order to set out the processes and procedures to be followed in order to give effect to the mission and objectives of MAASA, as set out in the MAASA Constitution.

These By-Laws are to be read together with the MAASA Constitution, and the MAASA Rules and Regulations.

If there is any conflict in any of the processes or procedures with the requirements of the MAASA Constitution, the provisions of the MAASA Constitution shall prevail.

ARTICLE 1: FINANCES

- 1.1. MAASA shall appoint and/or confirm the appointment of the Auditors of MAASA, for the immediately following financial year, at the National Annual General Meeting each year.
- 1.2. The terms of the appointment of the Auditors shall be set out in writing by MAASA, and said terms are to be accepted by the Auditor by means of their signature thereto. The terms shall include, but not be limited to the requirement to ensure that the accounts of MAASA are kept in accordance with generally accepted accounting standards, and meet the requirements of the Non-Profit Organisations Act, the Income Tax Act, the SAEF and SASCOC, which shall be specifically recorded by the Auditor in writing when signing off the MAASA accounting records.
- 1.3. MAASA's financial year shall run from 1st January to 31st December of that year.
- 1.4. MAASA's approved / audited financial records shall be kept by the National Treasurer and shall be made available for inspection by means of publication on the MAASA national website. These records shall also be uploaded to an online platform such as Dropbox, and access to them shall be granted to all current Directors of MAASA.
- 1.5. The National Budget for the following Financial Year must be completed by the end of November each year.
- 1.6. Provincial budgets must be submitted to the National Office by the end of November each year.
- 1.7. It is not acceptable that any official show / event organized and funded by MAASA National runs at a loss, unless specifically authorized in advance by both the National Treasurer and the MAASA Council.
- 1.8. In the event that any person wishes to examine the audited financial records of MAASA in any more detail than that which is published on the website, such person shall:
 - 1.8.1. recognize that MAASA is a Private Body as defined by the Promotion of Access to Information Act No 2 of 2000 ("PAIA")
 - 1.8.2. recognize that certain confidential information is contained in the financial records, which MAASA is entitled to take necessary steps to protect such confidential information.
 - 1.8.3. make a formal written request in terms of the provisions of PAIA, to be submitted to the MAASA National Treasurer, who is the designated Public Officer
 - 1.8.4. the MAASA National Treasurer shall consult with the MAASA Directors with regards to this request, and if approved, shall make the necessary arrangements for the desired records to be made available at an agreed date, time and venue, and for an agreed duration

- 1.8.5. the provisions of the PAIA will apply in respect of all such requests, and furthermore, any such individual may be required to sign a Confidentiality Agreement prior to being granted access to the financial records of MAASA.

ARTICLE 2: MAASA COMMITTEE / COUNCIL MEETINGS

- 2.1. Due and proper notice of all meetings, with no less than 5 calendar days' notice, must be served on all members of the council / committee, clearly stating the date, time and place of the meeting.
- 2.2. Each committee / council member should be provided with the opportunity to add Agenda points to the planned meeting Agenda
- 2.3. Every meeting should be conducted in accordance with an Agenda, which should follow the Agenda Master Template as provided in the relevant Dropbox folder.
- 2.4. The first item on every agenda will be a declaration of "No Conflict of Interest".
- 2.5. Every meeting shall be minuted, and the minutes should comply with the Meeting Minutes Master Template as provided in the relevant Dropbox folder.
- 2.6. The minutes of each meeting should clearly record:
 - 2.6.1. all those members present at the meeting
 - 2.6.2. any apologies received for members unable to attend
 - 2.6.3. any member absent from the meeting for which no apologies have been received
 - 2.6.4. those issues in respect of which a committee / council member (who must be identified in the minutes) is required to recuse themselves, in terms of possible conflict of interests.
- 2.7. The intention of the minutes of the meeting are to reflect the discussion points raised at all meetings, to record the decisions taken, and to record the responsible person /s designated to complete tasks arising from the discussions.
- 2.8. The minutes of the meeting should be recorded, sent to the committee / council for comment / amendment, finalized and distributed to MAASA members in good standing, as well as published on the National website, within 10 days of the meeting taking place.
- 2.9. A copy of every meeting minutes is to be kept on record by the MAASA Secretary and uploaded to the relevant Dropbox folder.

ARTICLE 3: POWERS AND DUTIES OF MAASA NATIONAL COUNCIL

- 3.1. The MAASA National Council sets the national policies and structures, procedures, rules and regulations, delegating functions and responsibilities through the National Council to the Provincial and Regional structures.
- 3.2. Issues arising at any meeting and/or decisions to be made shall be decided by majority vote.
- 3.3. All MAASA National Council members shall hold one (1) vote, and the President shall have the casting vote in the event of a tie.
- 3.4. The MAASA National Council may issue a formal Committee Code of Conduct, as well as Rules and Regulations, which may be updated from time to time
- 3.5. The MAASA National Council may institute disciplinary proceedings with respect to any breach or transgression of any Rules, or any provision of the Code of Conduct as set out in the constitution
- 3.6. The MAASA National Council may appoint the following Legal and Arbitration Committees, comprising:
 - 3.6.1. Appeals Committee
 - 3.6.1.1. The Appeals Committee, which shall consist of at least three (3) members, of which one member must have relevant legal experience
 - 3.6.1.2. The Disciplinary Procedures, set out in Articles 13, 14 and 15, and the Dispute Prevention and Resolution Procedures, set out in Article 19, shall regulate the functions of the Appeals Committee
 - 3.6.1.3. The Appeals Committee shall be responsible for hearing appeals against decisions of any Disciplinary Committee, or any Dispute Resolution Committee or an appeal against administrative action on the part of MAASA or any of its members and/or their affiliates.
 - 3.6.1.4. The Appeals Committee shall, on application by any member of MAASA, have the power to review any decision made by any structure of MAASA.
 - 3.6.1.5. The Appeals Committee shall have the power to vary any decision properly placed before it, whether under review or appeal.
 - 3.6.2. Disciplinary Committee
 - 3.6.2.1. The Disciplinary Committee shall consist of at least three (3) members, of which one member must have relevant legal experience.
 - 3.6.2.2. The Disciplinary Procedures set out in Articles 13, 14 and 15, and the Dispute Prevention and Resolution Procedures, set out in Article 19, shall regulate the function of the Disciplinary Committee.
 - 3.6.2.3. The Disciplinary Committee may pronounce sanctions described in the Constitution, By-Laws, Rules and Regulations, in accordance with the prescripts of the Disciplinary Procedures and Dispute Prevention and

Resolution Procedures in respect of members, officials, riders and any other person that falls under the jurisdiction of MAASA.

- 3.7. The MAASA National Council may appoint sub-committees, which may include:
 - 3.7.1. Constitutional
 - 3.7.2. Rules and Regulations
 - 3.7.3. Financial
- 3.8. The MAASA National Council may enact, repeal, and amend the Rules and Regulations of MAASA, provided that
 - 3.8.1. The MAASA National Council may make no regulation which is inconsistent with the MAASA Constitution and
 - 3.8.2. Any Regulation made by the MAASA National Council shall be tabled at the next Annual General Meeting of MAASA and will be of no force and effect beyond the date of that AGM unless it is ratified at that AGM
- 3.9. To promote good sportsmanship and horsemanship at all its events
- 3.10. To encourage its members to a program of development and upliftment at all levels of the sport
- 3.11. To encourage and promote competitions on a regional, provincial, and national basis, and if given the opportunity, on an international basis
- 3.12. To encourage members to become judges and officials.

ARTICLE 4: STRUCTRE, POWERS AND DUTIES OF MAASA PROVINCIAL BODIES / COMMITTEES

In order to qualify as a properly constituted provincial body and ordinary member of MAASA, the following criteria will need to be met:

- 4.1. A provincial committee consisting of at least the following members: President, Vice President, Secretary, Treasurer
- 4.2. A signed constitution, in line with MAASA and SAEF policies and procedures, must be in place
- 4.3. A separate bank account in the name of the provincial body/committee
- 4.4. The following documentation must be submitted to MAASA National Council for approval:
 - 4.4.1. Minutes of the inaugural meeting whereby the provincial body / committee is formed
 - 4.4.2. Proof of bank account – referring letter from the relevant bank
 - 4.4.3. Signed constitution
 - 4.4.4. List of Committee members
- 4.5. It is recommended that the provincial bodies register as NPO's in order to apply for funding / grants / sponsorships from their relevant sporting structures.
- 4.6. The Provincial Committees shall notify their relevant provincial equestrian body of their inception and acceptance of the provincial Mounted Archery body.

- 4.7. The Provincial Committees shall compile, in consultation with the National Committee, the provincial calendars, with dates, venues and organisers for all Provincial competitions to take place.
- 4.8. The Provincial Committees undertake to host, organize and run shows in good order, including completion of essential and correct administration, and transparent and correct financial administration.
- 4.9. The Provincial Committees are responsible for the development of mounted archery in their province, subject to the authority of the MAASA National Council and in line with National directives, goals, and vision.
- 4.10. The Provincial Committees will uphold and enforce the MAASA Constitution, By-Laws, Rules and Regulations, and Codes of Conduct.
- 4.11. The Provincial Committees will:
 - 4.11.1. select provincial teams to represent their province at National shows
 - 4.11.2. publish their provincial selection criteria on their provincial platforms (Facebook page e.g.) by December of each year for the next competitive season
 - 4.11.3. institute any necessary disciplinary action against any member, volunteer, rider, parent, coach /instructor, or person subject to MAASA's rules and regulations in respect of any breach of rule, in accordance with MAASA's applicable disciplinary processes as set out in Article 15, which shall be interpreted in such a way so as to give effect to the aims and objectives of MAASA.
- 4.12. A quorum at any Provincial meeting shall be 50% plus 1.
- 4.13. Each committee member will be entitled to 1 vote.
- 4.14. Issues arising at any meeting and / or decisions to be made will be by majority vote.

ARTICLE 5: NOMINATION PROCEDURES

- 5.1. The SAEF directive on election procedures is applicable and must be followed.
- 5.2. It is important that the area of expertise of each candidate nominated be seriously considered. Nominations for the MAASA National Council and President should be the best and most qualified people.
- 5.3. A nominated person who is not present at the meeting, may be elected to the MAASA National Council on condition that the nominated person or their proposer can table the nominated person's background and motivation for election to the MAASA National Council.
- 5.4. All nominations must reach the National Office, on the official nomination form signed by the proposer and nominee, before or on close of business ten (10) calendar days before the scheduled Annual General Meeting date.
- 5.5. No late nominations will be accepted.

ARTICLE 6: NATIONAL ANNUAL GENERAL MEETING

- 6.1. Notice of the Annual General Meeting of MAASA shall be posted on the national website not less than twenty-one (21) calendar days before the date of such meeting. The twenty-one (21) calendar days referred to shall exclude the day on which notice is given and include the day of the meeting.
- 6.2. The notice of the Annual General Meeting shall state the business to be transacted at the meeting and the following documents shall be circulated to MAASA members in good standing via email:
 - 6.2.1. The agenda
 - 6.2.2. The minutes of the last National Annual General Meeting
 - 6.2.3. List of nominations received for individuals standing for election to the various positions to be elected at the National Annual General Meeting
 - 6.2.4. Financial Statements
 - 6.2.5. Budget for the new financial year / season
- 6.3. Business to be transacted at the National Annual General Meeting shall be, but not limited to:
 - 6.3.1. Welcome
 - 6.3.2. Apologies
 - 6.3.3. To receive delegates credentials (letter of mandate to vote) and record their eligibility to vote
 - 6.3.4. to confirm the minutes of the preceding AGM and of any other general meetings that may have been held after the last AGM
 - 6.3.5. Receive the Council President's report
 - 6.3.6. Receive and accept the Annual Financial Report
 - 6.3.7. To deal with any matters of which twenty-one (21) calendar days' notice have been given
 - 6.3.8. To deal with any changes to the Constitution and / or Rules and Regulations
 - 6.3.9. To elect the Council President from the nominees received by the National office ten (10) calendar days before the AGM
 - 6.3.10. To elect the members of the Council from the nominees received by the National office ten (10) calendar days before the AGM
 - 6.3.11. To review the budget for the forthcoming year
 - 6.3.12. Close the meeting
- 6.4. A quorum constituting a National Annual General Meeting shall be 50% plus 1 of the MAASA National Council.
- 6.5. Any motion put to the vote at the National Annual General Meeting shall be by secret ballot unless agreed by the meeting to vote by show of hands on issues arising at the meeting.
- 6.6. Voting for election of office bearers will always be held by secret ballot.
- 6.7. Every Province represented at the National AGM shall enjoy a single vote in respect of each matter requiring a vote at the AGM, provided that MAASA is in possession of a duly signed Nomination Form nominating the individual who has been authorized to vote on behalf of the Province.

- 6.8. All persons entitled to vote should cast only one (1) vote and the President shall have a casting vote.
- 6.9. No proxy votes will be accepted.

ARTICLE 7: ELECTION PROCEDURES (Provincial Structures)

- 7.1. The SAEF directive on election procedures is applicable, and must be followed.
- 7.2. The term of office for a Provincial Committee member will be twenty-four (24) months which shall commence at the close of the meeting in which the election has taken place.
- 7.3. They may be re-elected for an additional term of twenty-four (24) months.
- 7.4. In the event that a Provincial committee member steps down or resigns from the committee mid-term, the remaining members of the committee may, by a simple majority vote, co-opt an additional person onto the committee for the period remaining in that season until the next Provincial AGM, at which the vacant position must be advertised for nominations and filled by due process.
- 7.5. In the event that the Vice-President of a Provincial committee steps down, resigns from the committee mid-term or takes up the position as Provincial President following a stepping down or resignation of the Provincial President, the remaining members of the committee may vote, by simple majority, one of the remaining committee members to fill that position. At the next Provincial AGM, the vacant position must be filled by due process.
- 7.6. In the event that the Provincial President steps down or resigns from the committee mid-term, the Provincial Vice President will automatically assume the position of Provincial President until the next Provincial AGM, at which the position must be filled by following due process.
- 7.7. A nominated person who is not present at the meeting, may be elected to the committee.
- 7.8. The election of committee members to the Provincial Committees shall be by way of secret ballot.
- 7.9. The person chairing the meeting shall be entitled to a casting vote.
- 7.10. In all election proceedings, oversight of the election process shall be provided by an independent third party nominated by the MAASA National Council.
- 7.11. It shall be the responsibility of the outgoing President of each Committee dealing with elections to make the necessary arrangements to secure the attendance of the necessary third party for oversight purposes.

ARTICLE 8: ELECTION PROCEDURES (National Council President & National Council Members)

- 8.1. The SAEF directive on election procedures is applicable and must be followed.

- 8.2. At the National AGM, the election of the MAASA Council President will be first and should any of those nominees be present on the MAASA National Council nominee list, if elected in the President's position, will automatically fall away from the list for the MAASA National Council members.
- 8.3. The election of the MAASA Council President shall be by way of secret ballot.
- 8.4. The election of the following MAASA National Council positions must be determined at the National AGM:
 - 8.4.1. National President
 - 8.4.2. National Vice-President
 - 8.4.3. National Treasurer
 - 8.4.4. National Secretary
 - 8.4.5. Head Judging/Coaching (Special member)
 - 8.4.6. SANESA Representative (Associate member)
 - 8.4.7. Athlete's Representative (Special member)
- 8.5. Elections to fill the vacant MAASA Council positions should be held at the first National AGM subsequent to the vacancy becoming available.
- 8.6. The National Secretary shall timeously request an SAEF representative to provide the necessary oversight of the election process for the MAASA Council President and MAASA National Council members, failing which the National Secretary shall be entitled to secure the assistance of any independent third party from any other Provincial Sports Council, alternatively any other Provincial Sports Federation affiliated to SAEF, to provide the required oversight.
- 8.7. The election of MAASA Council members shall be by way of secret ballot
- 8.8. No proxy voting will be allowed.

ARTICLE 9: FINANCIAL PROCEDURES

9.1. Entries and Entry payments

- 9.1.1. All entries must be accompanied by fully completed entry forms, indemnity forms and proof of payment.
- 9.1.2. Payment of entry fees must be made into the relevant Provincial or National bank account on or before the closing date of entries.
- 9.1.3. No entries will be accepted without proof of payment.
- 9.1.4. Entries must be correctly referenced as provided in the entry form, payments which are not correctly referenced will constitute non-payment.
- 9.1.5. Payments into incorrect bank accounts will be seen as NON payments.
- 9.1.6. No refunds will be given unless the entry is cancelled in writing via email before the closing date of the relevant event.
- 9.1.7. Should an entry qualify for a refund, it is the responsibility of the applicant to e-mail the request for refund to the National Treasurer, and to provide

banking details to facilitate the refund.

9.2. Payment Requisitions:

- 9.2.1. Payments will only be made on receipt of an official MAASA Request for Payment form, or an invoice from the relevant supplier.
- 9.2.2. The Request for Payment form must be signed by the MAASA National Treasurer and one other MAASA director.
- 9.2.3. All invoices must provide full details of amounts claimed, date and invoice number.
- 9.2.4. No payments will be made without original source documentation.
- 9.2.5. No cash payments will be made, only EFT payments.

9.3. General

- 9.3.1. Invoicing of National levies must be done within 7 working days after the competition for all qualifiers and Provincials, or at the discretion of the MAASA Treasurer, who may invoice provinces once-off at the end of the competitive season, before financial year end.
- 9.3.2. Payments to monthly creditors must be made before the last day of every month, unless otherwise arranged and approved by the National Council.
- 9.3.3. Any fixed assets purchased on behalf of MAASA must be recorded in a fixed asset register and depreciated as per SARS rates of depreciation.
- 9.3.4. Monthly accounts must be presented by the Treasurer to the National Council as and when requested.
- 9.3.5. Financial statements of MAASA shall be audited. Accordingly, the Annual Financial Statements must be presented within eleven (11) months after year-end at the National Annual General Meeting for presentation, approval, and adoption.

ARTICLE 10: VENUE ALLOCATIONS

- 10.1. Provinces must send out an Expression of Interest Form (EOI) before the end of October each year, to all venues in their province that may be in a position to host Qualifiers and Provincial shows – see **Appendix 1** for EOI document.
- 10.2. The EOI shall set out the minimum standards and criteria for the competitions, and the required dates for the shows. A key factor in any such EOI is whether the venue meets the qualifying criteria for track approval as established by the Track & Venue Requirements document – see **Appendix 2** for Track and Venue Requirements document.
- 10.3. Venues which do not meet the minimum requirements, will not be considered.
- 10.4. EOI's must then be returned to the Provincial committees.
- 10.5. EOI's to be motivated and decided upon by the Provincial committees.
- 10.6. In the event of a dispute within the province as to the choice of venue:

- 10.6.1. The EOI's shall be evaluated by a Venue Decision Sub-Committee, which shall be constituted by MAASA National Council. This sub-committee shall be made up of three (3) individuals who may not have any vested interest or involvement in any venue, whether directly or indirectly.
- 10.6.2. This Venue Decision Sub-Committee shall be vested with the rights to make the decision, by a simple majority vote, in respect of the venue for every Province, on the basis of the EOI and motivations received from the Provincial Committee.
- 10.7. The decision on the venues for each province must be finalized before the end of November each year and must be communicated to the MAASA National Council by each Province, in order to update the National Competition Schedule and publish on the website.
- 10.8. The motivation for the selection of venues must be kept on record.
- 10.9. The Provincial committees shall conclude a Service Level Agreement ("SLA") with the selected venue/s, which shall stipulate the exact requirements of all parties in respect of all competitions to be held at that venue. The MAASA National Council will make available a template of an appropriate SLA for use in all provinces, which may be amended to reflect any specific agreement arrived at between the relevant Committee and the Venue. A copy of this agreement must be submitted to MAASA National for their records. Please refer to **Appendix 3** for the SLA document.
- 10.10. The MAASA National Council retains the right to inspect any venue submitted and / or used by Provincial committees for official competition at any time.

ARTICLE 11: EQUINE PASSPORTS / INFECTIOUS DISEASES

- 11.1.1. The identity of the equine shall be completed in the horse passport / identity document.
- 11.1.2. For official competitions i.e. qualifiers, provincials, and nationals, it is compulsory for each horse to have an SAEF passport.
- 11.1.3. Every competitor undertakes not to take any horse which has an infectious disease, whether notifiable or not, to a mounted archery competition / show. Similarly, should the rider suspect that the horse may have an infectious disease, the rider should not bring the horse to a competition or show.
- 11.1.4. African Horse Sickness (AHS): in terms of the Animal Diseases Act 35 of 1984, AHS is a controlled and notifiable disease, and it is a legal requirement for all competitive horses outside of the AHS free and surveillance zones throughout South Africa, to be vaccinated against AHS annually, during the period 1 June and 31 October of each year. It is to be noted that the use of any unregistered vaccine against AHS is firmly discouraged by the Department of Agriculture, Forestry and Fisheries ("DAFF"). The date and details of the vaccination must be recorded in the horse passport.
- 11.1.5. Equine Influenza: in terms of the Animal Diseases Act 35 of 1984, Equine Influenza is a controlled and notifiable disease, and it is a requirement for all

- competitive horses to be vaccinated against Equine Influenza every 6 months. This is not only a requirement in terms of South African law, but also in terms of the SAEF and FEI Veterinary Regulations, which require further that, in order to comply with FEI regulations, that the vaccinations are administered by a licensed Veterinarian, and that the details of the vaccinations given must be recorded in the horse's passport / identity document.
- 11.1.6. The rider / competitor must be able to provide, and MAASA reserves the right to request, proof of compliance with the veterinary regulations that are in place to reduce the risk of circulating viruses at events, and for this purpose the horse passport must reflect, at least, the following information:
- 11.1.6.1. a clear identification of the horse, by way of a representation of identifying marks on the horse
 - 11.1.6.2. date of inoculation
 - 11.1.6.3. the vaccine batch number and
 - 11.1.6.4. the person responsible for administering the vaccine.
- 11.1.7. It is a further requirement of South African law that any horse that is being transported within the borders of South Africa must have with it its passport / identity document, by which the horse must be able to be identified. In the event that a horse box / transport is stopped on any road by any officer of the law, in the absence of such passport / identity document, the horse may be confiscated. Accordingly, our riders /competitors are advised to ensure that they always comply with this requirement when transporting their horse/s to and from any MAASA event.

ARTICLE 12: CODE OF CONDUCT (RIDERS, COACHES, PARENTS)

- 12.1. All riders, coaches and parents are required to act in the best interest and wellbeing of their horses and the safety of the rider and bystanders, and further are required to adhere to the current Rules and Regulations and the applicable Code of Conduct. No entry to any MAASA event shall be accepted without acceptance of these conditions by the rider, coach, or the parent (in the case of a minor).
- 12.2. All riders, coaches and parents are required to handle horses with respect and dignity and place the interest of the horse first, except, and only in, instances where so doing will endanger the safety of a rider or bystander.
- 12.3. All riders, coaches and parents are required to adhere to all safety rules and regulations in place.
- 12.4. All riders, coaches and parents are required to treat judges and officials with all due respect and courtesy. Any issues in respect of the conduct or performance of a judge or official shall be handled in the appropriate way by following proper procedures and set out in the Rules and Regulations and Code of Conduct, which requires that all such issues are to be reported to the Head

Judge using the Complaint Form provided – see **Appendix 4**. Riders, coaches and parents are not entitled to raise any such issue in respect of the conduct or performance of a judge and/or officials directly. The only exception to this is where there is an imminent danger or threat posed to the safety of any horse, rider or bystander which requires immediate intervention.

- 12.5. All riders, coaches and parents are required to respect venue owners and their staff.
- 12.6. Complaints should be reported through the applicable province's committee and are to be submitted in writing via email within 48 hours of the event. The person submitting the complaint is required to disclose their name and contact details, purely for the purpose of verification and reporting back. All complaints will be treated confidentially by the committee receiving them, and the complainants name shall not be divulged to any other party, except with the complainants consent thereto. No verbal complaints will be entertained. The provincial committee shall not be obliged to attend to any such complaint unless it complies with these requirements.
- 12.7. Riders, coaches, and parents must act with dignity on and off the track, and may not use foul language, especially not in the presence of judges, officials, children, and spectators.
- 12.8. Riders, coaches, and parents are required to respect schedules and riding times and provide proper notice of being absent and/or late for a class.
- 12.9. Riders, coaches, and parents are required to direct all complaints about judge decisions or rulings to the Appeals Committee, in accordance with the Rules and Regulations of MAASA, and where MAASA may find it relevant, SAEF may be included.
- 12.10. Failure to adhere to the Code of Conduct will be dealt with in accordance with the disciplinary procedures as set out in Articles 13, 14 and 15.

ARTICLE 13: CODE OF CONDUCT (MAASA COUNCIL/COMMITTEE MEMBERS)

As per the MAASA Constitution, every elected, co-opted or appointed member of any MAASA Council or Committee, whether at Regional, Provincial or National level, shall be required to sign and accept the MAASA Committee or Council Member Code of Conduct. Failure to do so will result in immediate dismissal from the Council or Committee. Refer to **Appendix 6** in these By Laws for the Code of Conduct

ARTICLE 14: DISCIPLINARY PROCEDURES (Riders, Parents, Instructors, Spectators)

- 14.1. A complaint must be reported in writing to the applicable provincial committee within 48 hours after the closure of the event / competition.
- 14.2. No anonymous complaints will be accepted.

- 14.3. A notice informing the individual/s against whom the complaint is laid (hereinafter referred to as the “defendant”) of the complaint, and the grounds of the complaint will be forwarded to the defendant within seven (7) calendar days of receipt of the complaint.
- 14.4. The defendant will be provided with a time and date to state his or her side of the matter.
- 14.5. The applicable provincial committee shall consider the matter, having regard to all evidence placed before it by both the complainant, the defendant, and any witnesses to the incident, and if the defendant is found guilty:
 - 14.5.1. of a first offence, the committee shall report the misconduct to the MAASA National office and issue a formal letter of warning to the defendant
 - 14.5.2. of a second offence within a period of 3 months, the committee may issue a fine equal to R500.00 or suspend the defendant from further competition / attendance at events for a period of 3 months
 - 14.5.3. of a second offence after a period of 6 months, the committee may issue a fine equal to R1000 or suspend the defendant from further competition / attendance at events for a period of 6 months.
- 14.6. All correspondence between all parties must be sent to the National Secretary for record keeping.
- 14.7. Any appeal against any decision taken by a Committee pursuant to this procedure shall lie to the Legal and Arbitration Committee in terms of Article 19.

ARTICLE 15: DISCIPLINARY PROCEDURES (Officials & Committee Members)

- 15.1. Upon receipt of a written complaint only, the MAASA National Council will refer the complaint to the Legal and Arbitration Committee (the “Committee”) established as set out in Article 19, to investigate and deal with the received complaint.
- 15.2. No anonymous complaints will be accepted.
- 15.3. The Committee may be assisted by experts of its choice who will form part of the Committee, provided that such experts may not exceed 2 in number without the approval of the MAASA National Council.
- 15.4. The defendant will be advised of the alleged contravention on behalf of MAASA in writing, as soon as practically possible after the Committee has been charged with the adjudication of the alleged contravention.
- 15.5. The disciplinary enquiry proceedings will be commenced within thirty (30) calendar days after the defendant has been advised of the alleged contravention at a time and place as determined by the Committee, taking the jurisdiction of the defendant into consideration. The defendant will be given fair warning of the time and place at which the disciplinary enquiry will be held.

- 15.6. The defendant is entitled to be represented at the disciplinary enquiry by a fellow member, free of consideration and not in any professional capacity.
- 15.7. The defendant is not entitled to any other representation other than set out in 14.6 above, provided that the Committee may, in exceptional cases, and on written application by the defendant setting forth compelling reasons, grant the defendant the right to professional legal representation.
- 15.8. This representation may be granted at the absolute discretion of the Committee in order to attain procedural fairness, and taking into account such factors as:
 - 15.8.1. the nature of the charges brought against the defendant
 - 15.8.2. the degree of legal or factual complexity involved
 - 15.8.3. the potential seriousness of the consequences of an adverse finding
 - 15.8.4. the availability of suitably qualified legal representatives amongst fellow members and
 - 15.8.5. any other factors which the disciplinary committee in its discretion considers relevant considering the circumstances which prevail in the particular case
- 15.9. The Committee will appoint a member (free of consideration and not in any professional capacity) as a prosecutor to prosecute the alleged contravention within the disciplinary hearing, and to gather evidence of the alleged contravention.
- 15.10. The Committee will appoint an independent Chairperson to preside over any such proceedings.
- 15.11. The Committee will determine its own procedures for holding the disciplinary enquiry.
- 15.12. The Chairperson of the proceedings will maintain order during the disciplinary enquiry.
- 15.13. The prosecutor will detail the alleged contravention at the commencement of the disciplinary proceedings and will present evidence of the alleged contravention within the proceedings.
- 15.14. The defendant will have an opportunity to state his / her case and to present evidence within the proceedings in respect of the alleged contravention.
- 15.15. The prosecutor, the defendant and the Chairperson may examine all witnesses.
- 15.16. After all evidence has been presented, the proceedings will adjourn for the Chairperson to consider all evidence and make his/her decision.
- 15.17. The Chairperson shall, upon due and proper consideration of all of the evidence led during the proceedings, and having properly applied his/her mind to the charges, together with the applicable provisions of the Constitution, the By-Laws, the Rules and Regulation and the Codes of Conduct, in respect of each contravention will either:
 - 15.17.1. exonerate the member or official
 - 15.17.2. reprimand the member or official
 - 15.17.3. suspend the member or official from MAASA for a specified period (but not exceeding the maximum number of days for such suspensions as determined by the MAASA National Council from time to time)
 - 15.17.4. expel the member or official from MAASA

- 15.17.5. and, in all such cases, the Committee may fine the member or official, such fine will be the amount determined by the Committee, which fine will not exceed the maximum amount for such fines as may be determined by the MAASA National Council from time to time
- 15.17.6. The Chairperson will advise the defendant either orally or in writing of the decision and such Chairperson will submit a written report to the MAASA National Council on the disciplinary enquiry and his/her decisions as soon as practically possible.
- 15.17.7. The details of the disciplinary enquiry may be published as the MAASA National Council may determine.
- 15.18. Should a defendant refuse or fail to attend a disciplinary enquiry, he/she waives all his/her rights in respect of the disciplinary enquiry and the disciplinary enquiry may proceed in his/her absence.
- 15.19. No suspension or expulsion of a member or official will take effect until same has been ratified by the MAASA National Council, provided that if such a suspension or expulsion is not ratified, the MAASA National Council will refer the matter back to the Committee to impose a different sentence.
- 15.20. The MAASA National Council will take its decision within thirty (30) calendar days after it has considered the report of the Chairperson and may call for oral or written representations from the defendant before taking its decision. The MAASA National Council will advise the defendant of its decision in writing or orally.
- 15.21. If an official or committee member is suspended or expelled by the SAEF, this will bring about an automatic suspension or expulsion as an official or committee member of MAASA and the punishment imposed by SAEF will also be adhered to within MAASA with regards to the nature and time period for the punishment.
- 15.22. Should the MAASA National Council deem it necessary, SAEF and SASCOG will be informed / notified of the outcome of a disciplinary enquiry.

ARTICLE 16: DISCIPLINARY PROCEDURES (MAASA EXCO MEMBERS)

- 16.1. If a complaint is received against the President / Vice-President / Treasurer of MAASA, a Special General Meeting (SGM) in terms of Clause 23 of the MAASA Constitution can be called for.
- 16.2. At the convention of the SGM, the MAASA National Council may choose to:
 - 16.2.1. call for a vote of no confidence for deliberation. Any such vote of no confidence shall be held in accord with the procedures as set out in these By-Laws
 - 16.2.2. refer the complaint to the Judicial Committee for resolution in terms of its own procedures.

- 16.3. At the convention of the SGM, the defendant will have an opportunity to state his/her case and to present evidence to the SGM caucus in respect of the alleged contravention
- 16.4. Any motion put to the vote at the SGM with regards to a vote of no confidence against a MAASA Exco member will be held by secret ballot
- 16.5. For a vote of no confidence to be passed, a two thirds majority will be needed.
- 16.6. If the MAASA President, Vice President or Treasurer is expelled by SASCO or SAEF, this will bring about an automatic suspension or expulsion as an official or committee member of MAASA and the punishment imposed by SASCO or SAEF will also be adhered to in MAASA with regards to the nature and time period of the punishment.

ARTICLE 17: APPEALS

- 17.1. Following the outcome of any disciplinary process as set out above, any party may appeal the decision taken, which shall follow the Dispute Resolution and Resolution Procedures as set out in Article 19.

ARTICLE 18: MOTION OF NO-CONFIDENCE PROCEDURES

- 18.1. A motion of no-confidence may be brought against a particular elected or nominated committee member within any of the committee structures of MAASA
- 18.2. In order to bring a motion of no confidence, the motion must:
 - 18.2.1. be set out in writing
 - 18.2.2. be supported by a minimum of 50% of the members of the committee
 - 18.2.3. the notice of the motion shall set a date and time for the motion to be argued, which date shall not be less than seven (7) calendar days and not more than ten (10) calendar days from the date of the service of the notice on the committee meeting concerned.
 - 18.2.4. the notice of the motion must be served on the member concerned and such notice must have come to the attention of that person, the preferable means is by electronic mail, and provision of a "read receipt" shall be sufficient proof that the notice has been brought to the person's attention.
 - 18.2.5. The meeting shall be convened at the date and time as set out in the notice.
 - 18.2.6. In order for a motion of no-confidence to be passed, a vote of at least two-thirds of the committee is required in support thereof. Therefore,

should fewer than two-thirds of the committee be present for the meeting, the motion shall immediately fail and fall away.

18.2.7. The meeting must be chaired by:

18.2.7.1. In the case of a provincial committee, by a member of the MAASA National Council

18.2.7.2. In the case of a MAASA National Council, by a MAASA EXCO member

18.2.7.3. In the case of a MAASA National EXCO, by a SASCOC or SAEF representative.

18.2.8. The meeting shall proceed under the following format:

18.2.8.1. The Chairperson shall initiate the meeting

18.2.8.2. The initiator of the complaint shall be required to set out the grounds on which the no-confidence motion is founded

18.2.8.3. The subject of the motion shall be invited to respond

18.2.8.4. The remaining members of the committee shall then be able to pose questions to both the initiator and the subject of the motion, which questions must be directed through the Chairperson

18.2.8.5. A vote, by secret ballot, shall then be called for the Chairperson, either for or against the motion

18.2.8.6. In order for a motion of no-confidence to carry, and for a member to be removed from their position within a committee, the motion must carry the support of at least two thirds of the voting committee. It is specifically recorded that the Chairperson will not have a vote, but each member of the committee present at the meeting shall have one vote each.

18.2.8.7. No appeal shall lie against any vote of no confidence that is successfully taken and passed, in accordance with the provisions as set out above.

18.2.8.8. In the event that it is alleged that process as set out above for a vote of no-confidence has not been followed correctly, the process may be subject to review by the Judicial Committee in terms of Article 20.

ARTICLE 19: SPONSORSHIPS

19.1. The MAASA Treasurer is to be immediately informed of any and all sponsorships or donations offered to MAASA.

19.2. All sponsorships / donations to MAASA must be acknowledged in writing, via email, on an official MAASA letterhead, and signed by all MAASA Directors.

19.3. All sponsorships pertaining to competitions / events are to be accompanied by a letter / email from the sponsor, stating the following:

19.3.1. Amount of sponsorship (in Rands)

- 19.3.2. What the amount is to be used for
- 19.3.3. Clear expectations of MAASA's role in terms of marketing / advertising on the sponsor's behalf.
- 19.3.4. Time limit of sponsorship (if applicable)
- 19.4. Each Provincial Committee is encouraged to raise sponsorship for their respective Province during each competitive season.
- 19.5. Any such monies raised will stand to the credit of that Province and may be utilized solely to meet the objectives of MAASA within that Province or at that Province's direction.
- 19.6. MAASA National shall be entitled to recommend and encourage the utilization of a percentage of any sponsorship funds remaining to the credit of the provinces at the end of any competitive season to be used for the purpose of development of Mounted Archery within MAASA nationally, or provincially.

ARTICLE 20: CLUBS

- 20. For a mounted archery club to be considered properly constituted and affiliated to MAASA, the club must comply to the following criteria:
 - 20.1. A committee comprising of the minimum positions of Club Chairperson, Vice Chairperson, Club Treasurer and Club Secretary
 - 20.2. A minimum of 5 active members, i.e. athletes, not officials or administrators.
 - 20.3. Have a signed constitution in line with MAASA and SAEF policies and procedures
 - 20.4. Have an official club bank account with a recognized financial institution
 - 20.5. Must provide proof of affiliation with SAEF as an equestrian club
 - 20.6. Must apply for affiliation to MAASA:
 - 20.6.1. Complete the MAASA Club Affiliation form (available on the website) and email this form to secretary@mountedarcheryassociation.co.za, along with the following documentation:
 - 20.6.1.1. Proof of SAEF Club registration
 - 20.6.1.2. Club Constitution / minutes of inaugural meeting when club was established
 - 20.6.1.3. Proof of bank account with recognized financial institution
 - 20.6.1.4. List of current club members with their contact information.

ARTICLE 21: CLASSIFICATION OF MEMBERSHIP CATEGORIES

MAASA has the following categories of memberships:

- 21.1. Competitive Athletes – Horse Archers / Student Archers / Novice Archers (both Senior and Junior)
- 21.2. Non Competitive Athletes – Recreational riders (may participate in qualifiers but are not awarded places / prizes)

- 21.3. Guardian members – parents of competitive juniors
- 21.4. Officials / Committee Members – non riders involved in management and administration
- 21.5. Development Riders – the following criteria must be met:
 - 21.5.1. Application must be made in writing to MAASA Council for consideration and approval
 - 21.5.2. Applicants may be of a previously disadvantaged group
 - 21.5.3. Applicants must show evidence of being in need of financial aid
 - 21.5.4. MAASA Council will determine each case based on its merits
 - 21.5.5. Status valid for one year only, thereafter application for renewal must be submitted to MAASA Council for consideration and approval.

ARTICLE 22: MANDATES

When voting on motions and resolutions at any MAASA general meetings, all ordinary, special and associate members will be required to obtain a mandate from their constituents as to how they should vote at the meeting.

The members who attend the special meetings and will vote, will be required to show proof of mandates to prove that due process has been followed in obtaining the mandate to vote.

Clubs will be required to obtain mandates from their club members.

Provincial bodies will be required to obtain a mandate from the clubs in their province.

Proof of mandates must be emailed to the National Secretary prior to the meeting. Proofs of mandates may be in the form of a single email with mails attached from club members or clubs.

ARTICLE 23: DISPUTE PREVENTION AND RESOLUTION PROCEDURES

23.1. Definitions:

- 23.1.1. Any expression in these rules that is defined in the MAASA Constitution, as amended from time to time, has the same meaning as assigned therein unless inconsistent with or otherwise indicated by the context.
- 23.1.2. The following words and phrases that are used in this Procedure shall have the meaning as ascribed to them below:
 - 23.1.2.1. "Chairperson" means the chairperson of the Committee or member of the Committee acting as chairperson at a meeting of the Committee where the chairperson is absent or for any reason unable to perform his or her functions.

- 23.1.2.2. "Constitution" means the MAASA Constitution.
- 23.1.2.3. "Committee" means the Judicial Committee established in terms of this procedure.
- 23.1.2.4. "Dispute" means (i) any dispute contemplated to be resolved by MAASA in terms of any applicable legislation; and (ii) disputes contemplated in terms of the Constitution to be resolved through MAASA structures
- 23.1.2.5. "Dispute Resolution Procedures" means this document comprising the procedures for dispute prevention and resolution as contemplated in the Constitution applicable to all persons falling under the jurisdiction of MAASA
- 23.1.2.6. "Person" means any person (juristic or natural) falling under the jurisdiction of MAASA
- 23.1.2.7. "Referring Party or Applicant" means any Member, MAASA Official, Rider, Parent or Instructor who lodges a complaint with MAASA
- 23.1.2.8. "Respondent" means a Member, MAASA Official, Rider, Parent or Instructor against whom a Dispute is lodged
- 23.1.2.9. "Rules" means these rules as applicable to resolution of
- 23.1.2.10. "Rules and Regulations" means the MAASA Rules and Regulations
- 23.1.3. These Rules shall, wherever possible, be construed in conformity with the Constitution

23.2. Object and Establishment of the Dispute and Disciplinary Procedures

- 23.2.1. Section 13 of the National Sport Amendment Act 18 of 2007 ("the Act") provides amongst others that:
 - 23.2.1.1. *every sport or recreation body must in accordance with its internal procedure and remedies provided for in its Constitution, resolve any dispute arising among its members or with its governing body*
 - 23.2.1.2. *The sport or recreation body must notify the Minister in writing of any dispute contemplated in paragraph (a) as soon as it becomes aware of such dispute*
 - 23.2.1.3. *Where the dispute cannot be resolved in terms of subsection (1), any member of the sport or recreation body in question who feels aggrieved, or the sport or recreation body itself, may submit the dispute to the Sport Confederation.*
- 23.2.2. Clause 38.1 of the Constitution provides that "Any dispute arising out of, or in connection with, the enforceability of this Constitution, or the application and interpretation of the provisions thereof, or any dispute between THE FEDERATION and another national sports federation, or any dispute between Members of THE FEDERATION, or any dispute between members of Exco, or between Exco and a Member, or between Exco or an Exco member and an individual (but excluding disputes concerning an Ethics,

Grievances or Selection matter) shall be referred to SASCO or the designated statutory body determined by the appropriate government department, for resolution through mediation or expedited arbitration in terms of the procedure for the resolution of disputes in sport.

- 23.2.3. *Every person (juristic or natural) falling under the jurisdiction of MAASA shall ensure that any dispute that it has with a body or individual falling under the jurisdiction of MAASA is resolved in accordance with the dispute prevention and resolution procedures set out in the Constitution, the MAASA By-Laws (Article 19) and the Rules and Regulations of MAASA”.*
- 23.2.4. In light of the aforesaid, this Dispute Prevention and Resolution Procedure (these “Procedures”) is hereby established, with the object of implementing a procedure for adjudication, determination, decision, review or appeal on any disputes in terms of the Constitution, and provides for:
- 23.2.4.1. the broad framework applicable
 - 23.2.4.2. the recognition of the MAASA Judicial Committee
 - 23.2.4.3. the establishment, structure, functions, and role of the Committee in respect of these procedures
 - 23.2.4.4. the rules and procedures in respect of the proceedings relating to Dispute Resolution and Grievance Procedures

23.3. Establishment and Structure of the Committee

- 23.3.1. The Committee is hereby established to prevent, advise, resolve, review and/or adjudicate Disputes arising within MAASA, including:
- 23.3.1.1. to take decisions in respect of properly referred Disputes, as may be appropriate in the circumstances, in terms of the Constitution
 - 23.3.1.2. make recommendations to the MAASA National Council regarding the disciplinary proceedings, no-confidence voting, suspensions, fines, sanctions or termination of membership of any person as contemplated in the Constitution in respect of disciplinary matters
 - 23.3.1.3. determine appropriate appeal processes to be followed in respect of any decision taken at any disciplinary enquiry conducted in terms of Articles 13, 14 and 15 above.
- 23.3.2. The Committee shall be empowered to determine its own rules, procedures and make any decisions concerning their rules and procedures, to the extent that such rules and procedures are not already contained in this Procedure
- 23.3.3. The proceedings of the Committee shall not be open to the public, unless the Committee determines otherwise
- 23.3.4. The Committee shall observe the rules of natural justice, but will have discretion regarding admissibility of evidence notwithstanding an enactment or rule of law to the contrary, relating to the admissibility of

evidence in proceedings before a court of law where such admission would be appropriate and not unduly unfair or prejudicial to one or more parties to the Dispute.

23.3.5. The Committee is hereby vested with the necessary authority, inherent powers and standing, in relation to any matter under its jurisdiction.

23.4. Jurisdiction and Powers of the Committee

23.4.1. The Committee shall have jurisdiction:

23.4.1.1. over any person, Member, MAASA elected and/or co-opted Committee Member at any level of the MAASA structure, riders, parents, officials, coaches, instructors and any other person involved with or engaged with any MAASA activity, event, or operation

23.4.1.2. in respect of any Dispute arising within MAASA

23.4.1.3. in respect of any Dispute or complaint referred to it by the MAASA National Council / Committee or MAASA EXCO

23.4.1.4. over any complaint or allegations, in respect of Members and persons over whom MAASA has jurisdiction not otherwise expressly provided for in the Constitution, the By-Laws, the Rules and Regulations and the Codes of Conduct, including any breach of the Constitution, By-Laws, Rules and Regulations, Codes of Conduct

23.4.1.5. to condone the late delivery of any documents or referral of a Dispute or non-compliance with the procedures set out in this Procedure

23.4.1.6. to make any appropriate order

23.4.2. The Committee shall not have jurisdiction in respect of:

23.4.2.1. matters in respect of which the referring party or Applicant has not complied with the requirements to refer a Dispute to the Committee, as set out in the Constitution, the By-Laws and the Rules and Regulations

23.4.2.2. the Dispute or complaint shall have previously been heard, decided or ruled upon by the Committee, and all appeal processes exhausted.

23.5. Composition of the Committee

23.5.1. The Committee shall be convened when required to deal with Disputes, complaints or allegations or disciplinary matters referred for resolution in terms of this Procedure, and shall consist of:

23.5.1.1. the Chairperson, which will be someone with the relevant law based background and appointed to chair the proceedings

23.5.1.2. an additional person duly appointed by the MAASA EXCO as a Member of the Committee

23.5.1.3. an independent external person if such person(s) participation is deemed necessary by the Chairperson of the Committee, to assist with the adjudication of a Dispute, and/or

23.5.1.4. such other person designated by the Committee who may provide secretarial services to the Committee

23.5.2. The Committee shall convene an Appeals Committee to deal with any matter referred for Appeal, subject to the provisions of the Conflict-of-Interest provisions as set out in 20.7 below.

23.6. Passing of Decisions

23.6.1. Decisions are passed either by consensus or a simple majority of the members of the Committee present

23.6.2. Decisions passed by consensus of all members and signed by all the members shall constitute a decision for purposes of 20.6.1 above even when it is not passed in a meeting

23.6.3. Decisions passed by votes must be in a meeting of the Committee, and every member of the Committee present shall be entitled to a vote

23.6.4. All hearings of the Committee will be presided over by the Chairperson, in the absence of the Chairperson, one of the members appointed by the Chairperson to represent him /her shall act as Chairperson

23.6.5. The Committee may appoint any independent person, with specific specialty, to sit in a hearing if that person may assist the process, although that person cannot vote

23.6.6. The Committee will apply the Constitution of the Republic of South Africa, its own Constitution, By-Laws, Rules & Regulations and Codes of Conduct, the Constitution and Rules & Regulations of SAEF and the peremptory prescripts of the Department of Sports and Recreation and SASCO, as may be applicable in the circumstance.

23.6.7. The Committee may adopt its own procedure (without deviating from these Procedures) with the minimum of legal formalities but complying with the principles of natural justice

23.6.8. The Committee must conduct its proceedings in a fair manner and efficiently with the minimum formalities in compliance with the rules of natural justice.

23.7. Conflict of Interest

- 23.7.1. Members of the Committee must decline to participate in any hearing where their participation will result in conflict of interest or will raise doubts regarding their impartiality. This applies in the following cases (among others) where:
 - 23.7.1.1. the member(s) in question has direct interest in the outcome of the matter
 - 23.7.1.2. if he/she is associated with any of the parties
 - 23.7.1.3. if he/she is the member of the party in respect of whom a Dispute arose
 - 23.7.1.4. if he/she has already dealt with the case under different circumstances
- 23.7.2. Members who recuse themselves from any hearing on any of the above grounds or any other ground not listed herein shall notify the Chairman immediately
- 23.7.3. Member(s) of the Committee or parties involved in a Dispute may also raise an objection to a member of the Committee that they believe to be biased or whose participation will result in conflict of interest or will raise serious doubts regarding their impartiality.
- 23.7.4. The Chairperson shall decide on any such claim of bias, provided that, if the objection is raised against the Chairperson, the other Members shall decide on the bias.
- 23.7.5. Proceedings that have involved someone who the Chairperson has ordered not to participate will be considered null and void.

23.8. Confidentiality

- 23.8.1. The members of the Committee shall ensure that everything disclosed to them during the course of their duty remains confidential (facts of the case, contents of the deliberations and decisions taken).
- 23.8.2. Only the contents of those decisions already notified to the parties to the Dispute may be made public.

23.9. Powers of the Committee

- 23.9.1. Following the hearing of a Dispute, having carefully considered all evidence led, and the application of the Constitution, By-Laws, Rules and Regulations and Codes of Conduct, together with these Procedures, the Committee shall have the powers to:
 - 23.9.1.1. in the event of finding against a party in the Dispute:
 - 23.9.1.1.1. warn or reprimand such party; and/or
 - 23.9.1.1.2. recommend a suspension of such party; and/or
 - 23.9.1.1.3. recommend a fine to be imposed in respect of such party; and/or
 - 23.9.1.1.4. recommend termination of membership of such party.

- 23.9.1.2. dismiss a complaint or dispute if it is vexatious, frivolous or does not set out a *prima facie* case or for any grounds as shall be appropriate in law; and / or
- 23.9.1.3. make any appropriate order including an order that a party pay the cost of the other party.

23.10. Supplementary Powers of the Committee

- 23.10.1. For purposes of determining or deciding, or resolving a Dispute the Committee may also:
 - 23.10.1.1. consult or seek further information evidence and / or expert evidence
 - 23.10.1.2. regarding the dispute from the complainant or any person or body, including the Respondent:
 - 23.10.1.2.1. seek legal or other advice or assistance from any person or body
 - 23.10.1.2.2. order any person to produce documents or information as may be relevant to the Dispute and/or
 - 23.10.1.2.3. order any person to appear in person in respect of a Dispute where such an individual's evidence may be relevant to the Dispute

23.11. Issuing a subpoena

- 23.11.1. The Committee may at any stage, and in appropriate circumstances, subpoena any person or body bound by the Constitution and these rules to appear before the Committee to give evidence or produce any documentation in the hearing.

23.12. Form and Content of the Decision

- 23.12.1. The decision or award of the Committee shall contain:
 - 23.12.1.1. the composition of the Committee
 - 23.12.1.2. the names of the parties
 - 23.12.1.3. a summary of the facts
 - 23.12.1.4. the legal reasons for the decision
 - 23.12.1.5. the terms of the decision, and
 - 23.12.1.6. be signed by the Chairperson

23.13. Recordings of the Proceedings of the Committee

- 23.13.1. The Secretary must keep a record of:
 - 23.13.1.1. any evidence given in the hearing
 - 23.13.1.2. any sworn testimony given in any proceedings before the Committee

- 23.13.1.3. any award or ruling made by a Committee
 - 23.13.1.4. any descending judgement(s) which are not part of the award
 - 23.13.2. The record must be kept by means of a transcript drawn up from an electronic recording
 - 23.13.3. Any party may request a copy of the transcript of a record or a portion of a record, on payment of reasonable costs of the transaction.
 - 23.13.4. After the person who makes the transcript of the record has certified that it is correct, the record must be returned to the Secretary
 - 23.13.5. The transcript of a record certified as correct in terms of 19.13.4 above is presumed to be correct unless the Chairperson decides otherwise.
- 23.14. Rules for the conduct of proceedings in terms of these procedures
- 23.14.1. These procedures recognize the existence of the Legal and Arbitration Committee as established by MAASA National Council, with the mandate to:
 - 23.14.1.1. advise and provide recommendations on the formulation of policy documents
 - 23.14.1.2. consider and advise on legislation and other regulatory matters which may be of relevance to MAASA
 - 23.14.1.3. consider, advise and make recommendation with respect to legal issues brought to it by the MAASA President on behalf of MAASA National Council
 - 23.14.1.3.1. advise on Governance matters pertaining to MAASA
 - 23.14.1.3.2. consider matters for arbitration and / or dispute resolution
 - 23.14.1.3.3. make recommendations for the appointment of panel(s) for the purpose of conducting arbitration proceedings, and
 - 23.14.1.3.4. advise on matters to be referred for arbitration or litigation
 - 23.14.2. Pursuant to its mandate the Legal and Arbitration Committee shall carry out the primary responsibilities of avoidance of Disputes and assistance with the implementation of the Disciplinary Code and these Procedures, which it shall carry out, inter alia, as follows:
 - 23.14.2.1. considering and recommending measures that can be adopted by MAASA to avoid disputes
 - 23.14.2.2. introduce policy documents that can assist in avoiding disputes
 - 23.14.2.3. propose policies and procedures including amendments to this Procedure, for purposes of dealing with Dispute prevention and resolution
 - 23.14.2.4. consider Disputes, complaints or allegations are referred to it to determine whether:
 - 23.14.2.4.1. there are possible measures of resolution of such disputes without the need for Arbitration, including dialogue between the parties to a Dispute

- 23.14.2.4.2. consider and recommend where appropriate mediation of disputes as a possible step towards resolving disputes; and
- 23.14.2.4.3. consider and recommend possible mediators; and
- 23.14.2.4.4. decide on dismissal of a Dispute, upon initial consideration on the basis that it is frivolous or vexatious or does not set out a prima facie case
- 23.14.2.5. exercise functions relating to convening and composition of the Committee from time to time as contemplated in this Procedure, for purposes of avoidance and/or resolution of Disputes and/or implementation of the Disciplinary Code.

23.14.3. Referral of Disputes, Serving and Filing Documents

- 23.14.3.1. Any Dispute shall be referred to by a Committee member, Member or individual over whom MAASA has jurisdiction ("referring party"), to the Chairperson of the Legal and Arbitration Committee, with a request that such Dispute be handled in terms of this Procedure
- 23.14.3.2. A referring party shall not do so without first having exhausted all available internal remedies, as provided for in the Constitution or By-Laws as may be applicable to in respect of the Dispute or complaint, unless such referring party can demonstrate as part of its referral that the relevant internal remedies, have not been made available, or are not accessible to such a party, in which case the Committee will have discretion to allow or refuse to hear the Dispute.
- 23.14.3.3. The referral of Dispute shall be in a prescribed format and sent by electronic mail to president@mountedarcheryassociation.co.za provided that it shall be the responsibility of the referring party to ascertain that such referral has been received.
- 23.14.3.4. The referring party must set out in detail, the full facts on which the complaint or dispute is based and refer to the alleged clause(s) which have allegedly been contravened.
- 23.14.3.5. No Disputes shall be considered by the Committee unless it is lodged in the prescribed format and accompanied by all relevant supporting documents.
- 23.14.3.6. The Chairperson shall, upon receipt of the referral, arrange for the Committee to stipulate the procedure to be followed by the party referring the Dispute and any other party affected by the Dispute, for purposes of getting the Dispute ready for hearing or adjudication by the Committee.

23.14.4. Hearing of Disputes

- 23.14.4.1. A Dispute referred to the Committee will be heard within a reasonable time, subject to compliance with the requirements of these procedures, or any directives issued by the Committee regarding these procedures.
- 23.14.4.2. The Chairman in consultation with the Committee shall determine the procedure to be followed in the hearing of any Disputes(s) to the extent not already provided for in this Procedure.
- 23.14.4.3. The Committee and/or the Chairperson shall notify the parties of the date, time, and place of the hearing.
- 23.14.4.4. An email to the parties last-known address will be deemed to be sufficient notice of the date, time, and place of the hearing.
- 23.14.4.5. The hearing must be conducted in accordance with these Procedures.

23.14.5. Postponement of a Hearing

- 23.14.5.1. a scheduled hearing may be postponed by the Chairperson in consultation with the parties
- 23.14.5.2. the Chairperson must postpone a hearing without the parties appearing if:
 - 23.14.5.2.1. all the parties to the dispute agree in writing to the postponement
 - 23.14.5.2.2. the written agreement to postpone is received by the Chairperson at least six (6) working days prior to the scheduled date of the hearing
- 23.14.5.3. A party that does not agree to a postponement may make written representations to the Chairperson at least four (4) days before the scheduled date of the hearing.
- 23.14.5.4. After due consideration of any written representations received, the Chairperson must decide whether to grant a request for postponement and convey his decision in writing to the Committee and all parties to the dispute.

23.14.6. Representation before the Committee

In any proceedings before the Committee, a party to the proceedings may at its own costs:

- 23.14.6.1. appear in person; or
- 23.14.6.2. be represented by any person of his choice or legal practitioner provided that the intention to utilize a legal practitioner shall have been notified to the Chairperson in writing no less than seven (7) calendar days before the hearing.

23.14.7. Signing of Documents

- 23.14.7.1. Any document that a party must sign in terms of these rules may be signed by the party or by a person entitled, in terms of these rules, to represent that party in the proceedings.
- 23.14.7.2. If proceedings are jointly instituted or opposed by more than one person or Member(s) documents must be signed by an individual who is mandated by the Member or individual concerned, to sign documents. A name list in writing of the Members or individuals who have mandated the member to sign on their behalf must be attached to the Dispute Referral Form.

23.14.8. Failure of a Party to attend Hearing of the Committee

- 23.14.8.1. If either party fails to attend any proceedings before the Committee, the Committee may
 - 23.14.8.1.1. dismiss the matter by issuing a ruling, or
 - 23.14.8.1.2. continue with the proceedings in the absence of the absentee party or
 - 23.14.8.1.3. adjourn the proceedings to a later date.
- 23.14.8.2. The Committee must be satisfied that the party had been properly notified of the date, time and venue of the proceedings, before making any decision in terms of sub rule 19.14.8.1.1
- 23.14.8.3. If a matter is dismissed, the Chairperson must send a copy of the ruling to all the parties.

23.14.9. Conduct of Witness(es)

- 23.14.9.1. A witness notified and/or subpoenaed to attend a hearing of the Committee, who fails to attend or to remain in attendance at such hearing until excused by the Committee, shall be guilty of misconduct.
- 23.14.9.2. If any witness, after being subpoenaed, present at the hearing is required to give evidence at such hearing and refuses to answer any question(s) put to him/her, or refuses to produce documentation required to be produced by him/her, the Committee may in summary manner enquire into such refusal or failure, and unless the person refusing to comply has a just excuse for the refusal or failure, shall impose a fine, to be determined by the Committee, not exceeding R15 000 (fifteen thousand Rands) over and above any sentence it deems appropriate in accordance with the Constitution and these rules.

- 23.14.9.3. No party other than the Referring party, its representative, the Respondent or a person called as a witness to appear before the Committee shall be entitled to attend a hearing, except with the permission of the Committee.

23.14.10. Compliance with penalties imposed by the Committee

Any penalties, orders or awards imposed by the Committee shall become effective immediately, subject to any appeal process available to such party, in which case the effective date shall be suspended pending the lapse of the prescribed time limit to exercise the next available internal remedy.

23.15. Appeal

- 23.15.1. Any party aggrieved by a decision of the Committee may refer the matter back to the Committee for Appeal.
- 23.15.2. Any party aggrieved by the decision of the Appeals Committee, may appeal to the SAEF provided the leave of the Appeals Committee is first sought and obtained within a period of twenty-one (21) days.
- 23.15.3. The Appeals Committee shall grant the necessary discretionary leave if the matter is of great importance to the parties concerned and the referral sought is not judged frivolous or vexatious.



**EXPRESSION OF INTEREST FOR
MOUNTED ARCHERY
SHOW HOLDING BODIES
2020**

VENUE/SHOW HOLDING BODY NAME:

PHYSICAL ADDRESS:

PROVINCE:

DISCIPLINES OFFERED:

FULL NAME OF VENUE OWNER.....

CONTACT NUMBER OF VENUE OWNER

INSURER:

INSURANCY POLICY NUMBER:

Is this venue registered with the SAEF? YES / NO

Is this venue registered with any other Discipline Associations, and to what level?

.....

.....

.....

Has the venue been approved by a MAASA Certified Judge? YES / NO

If yes, who (person) approved your venue?

If no, do you agree to have your venue inspected by a MAASA qualified Judge?.....

Do you have sufficient stables and or paddocks available to competitors? Please specify.

.....

CONTACT PERSON/PERSON RESPONSIBLE:

CONTACT NUMBER: EMAIL.....

ID NUMBER:

1. I/we, the undersigned, (hereinafter referred to as the "Venue") hereby express our specific interest to host MAASA competitions, qualifiers and event (s) for the 2020 year.
2. The Venue understands that this expression of interest ("EOI") only deals with the venue specifications, equipment to be provided, and infrastructure at the venue, as required by MAASA and/or the relevant MAASA hosting committee (hereinafter referred to collectively as "MAASA"). Any aspects additional to these are to be negotiated and agreed upon separately, and will be contained in a Service Level Agreement (SLA) which will form the basis of the agreement between the Venue and MAASA.
3. The Venue warrants that the information contained herein is true and correct in all respects, and may be properly and entirely relied on for the conclusion of the SLA between the parties. In the event that any misrepresentations are made in this EOI, and in the event that the parties subsequently enter into an SLA, having relied either directly or indirectly on such misrepresentations, whether they may be of material effect or not, such SLA shall be null and void ab initio.
4. The Venue understands that this is only an expression of interest. The submission of this EOI creates no rights, obligations, or duties on the part of MAASA in respect of the Venue.
5. Once the EOI has been assessed, and MAASA has made its evaluations as to which venue will be selected to host the specific MAASA shows, in respect of which the EOI was submitted, the parties must reduce their agreement into the SLA, which will form the binding agreement between the parties.
6. In the event that any Venue:
 - 6.1 defames or brings into disrepute MAASA, or any of its officials or representatives, in any manner;

- 6.2 in any other way acts to undermine or detract from MAASA's stated objectives;
 - 6.3 in any way hampers or negatively interferes with the running of MAASA shows;
 - 6.4 fails to provide a safe environment, in compliance with the requirements of the Safety at Sport and Recreational Events Act 2 of 2010, that is fit for purpose, as undertaken in this EOI.
 - 6.5 commits any act of insolvency;
 - 6.6 in any other way, breaches the terms of the SLA; MAASA reserves the right to immediately terminate and cancel any agreements in place with that Venue, and the Venue, by virtue of their signature hereto, accept that they shall have no claim against MAASA for any damages, whether direct or indirect, resulting from any such termination or cancellation.
7. The Venue shall be fully insured for Public Liability to a minimum of R 5 million per incident for the entire period for which a MAASA show is held at the Venue. This insurance shall be on a broad public liability basis, which shall include cover for the venue, all assets therein, 3rd parties, spectators and participants. MAASA shall be a co-insured under such policy of insurance.
 8. Should the Venue fail to have the Public Liability Insurance, as set out above, in place, the Venue hereby indemnifies MAASA from any liability or any action from any party arising from any occurrence that ought to have been covered by such Public Liability Insurance, howsoever arising.
 9. The Venue shall have a detailed "Corporate Foundation File" and a "Disaster Management Plan", which shall accord with the statutory obligations and shall set out in detail the necessary plans, including evacuation plans, to deal with all Occupational Health Requirements and any natural disaster that may eventuate over the course of a MAASA show being held at that venue, which is in full accord with the requirements of:
 - 9.1 Disaster Management Act 57 of 2002
 - 9.2 Occupational Health and Safety Act 85 of 1993
 - 9.3 Environmental Health Act 63 of 1977
 - 9.4 Safety at Sport and Recreational Events Act 2 of 2010
 10. The Venue undertakes to abide by the MAASA Constitution, the MAASA By-Laws, and the MAASA Rules and Regulations.
 11. The Venue understands that the venue must be registered with the SAEF and its provincial/regional structures as an accredited venue.
 12. The Venue must be properly licensed to make and sell food, if they offer such facilities, and a copy of the requisite license must be attached to this EOI.
 13. Should alcohol be on sale during the show, a copy of a valid liquor license must be attached to this EOI. In line with generally accepted school policies, the Venue undertakes that it shall provide a demarcated area in which the alcohol may be consumed, to control the availability and presence of alcohol amongst school-going children at a schools function.
 14. The Venue shall be designated entirely as a "Non-Smoking" Venue, particularly in and around all arenas, warm-ups, general seating areas and facilities, and a designated area shall be provided, away from the general area, within which smoking may be permitted.

The following requirements have to be met in order to host a MAASA show at your venue:

1.1 General Venue Minimum Requirements on the day for Hosting a MAASA Qualifier

The venue should have the following basic facilities:

- 1.1.1 Sufficient parking area for spectators that is clearly demarcated.
- 1.1.2 Sufficient and suitable parking areas for horse boxes (area must be clearly demarcated and cordoned off from spectator parking and pedestrians).
- 1.1.3 Clearly demarcated areas that separate horses (horse & official zones) from spectators.
- 1.1.4 Toilet facilities to accommodate the estimated amount of people (approximately 1 toilet per 40 people).
- 1.1.5 Warming up areas for archers only (demarcated and cordoned off from public).
- 1.1.6 Warming up areas for horses only (demarcated and cordoned off from public). Minimum of 1 x warm up arena/ area available, no more than 4 x horses allowed in a 40 x 20m arena, if more horses then a larger arena or more arenas need to be available.
- 1.1.7 Track suited to the event of the day (Korean/Hungarian/polish track etc.).
- 1.1.8 Safe pedestrian walkways and sitting areas (cordoned off from any horse areas).
- 1.1.9 At least 1 fire extinguisher if fire or gas is being used at the food stall.
- 1.1.10 A first aid kit for horses.
- 1.1.11 A paramedic on duty (Minimum level 4 paramedic).
- 1.1.12 Safety rules and indemnity boards clearly displayed.
- 1.1.13 An emergency assembly point clearly demarcated.
- 1.1.14 Adequate amount of camps for horses (camps must be safe and close to a water point).

1.2 Horse and rider areas

The areas allocated to horses and riders alone are as follows:

- 1.2.1 The warming up.
- 1.2.2 The track, 2-4m.
- 1.2.3 Walkway for horses and officials from the bottom of the track to the top of the track, minimum of 4m and cordoned off from spectators.
- 1.2.4 Arrow collection area.
- 1.2.5 All of these areas to be clearly marked with danger tape/netting, signs and regular reminders to pedestrians that these areas are out of bounds.
- 1.2.6 Some exceptions can be made for photographers/officials/ helpers by authority of the Head Judge only.

1.3 Spectator Areas

- 1.3.1 The spectator areas are to be well marked. In the event that spectators must cross a horse only area an official must be placed there for the duration of the event to oversee crossing.
- 1.3.2 Spectators may under no circumstances enter the track or any restricted area where arrows can land.
- 1.3.3 Sufficient Dustbins provided

1.4 The Track

Please refer to the rules of each discipline in the MAASA Competition Rulebook for track specific rules. General track rules are:

- 1.4.1 The track should be 2 -4 meters wide with the track boundaries clearly delineated by rope or safe barriers. Ensure that the rope or barriers do not present a hazard to horses or participants with the risk of injury when falling onto them. The barrier should allow for breakpoints in the rope or barrier.
- 1.4.2 The track surface should be level and safe. Sand should be deeper than 7cm and no deeper than 15cm. If the track is loose ground then no deeper than 10cm. A grass track is not recommended. However in case of a grass track then refer to the next point for start and finish.

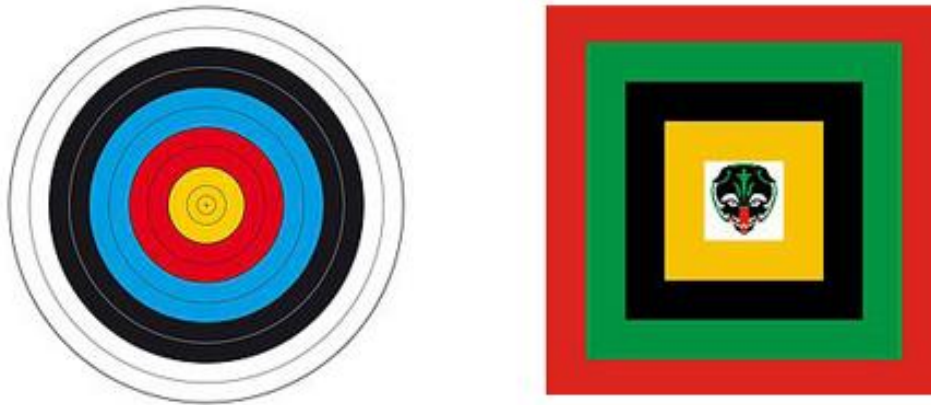
- 1.4.3 Adequate space at beginning of track and after the finish point for the horse to slow and stop safely.
- 1.4.4 Ground or Sand tracks: At least 15 meters before the start of the track and 15m at the end of the track or if the track is curved, the diameter of the circle should be no less than 20m at the start and at the finish.
- 1.4.5 Grass track: 20 meters before the start and a minimum of 20 meters after the finish to bring the horse to a halt or if a turn at the start 20m diameter and turn at the end should have a diameter of at least 20 meters.
- 1.4.6 Where any competitor will be shooting left-handed, the track must not disadvantage competitors of either handedness. Specifically (but not exclusively), the targets must be at the same distances along the track both ways. Safe stopping space applies to riders going in both directions.
- 1.4.7 The track shall be inspected for hazards before each day of competition.
- 1.4.8 Safety Area behind targets/backstops:
Some disciplines have specific rules regarding backstops, please refer to discipline specific rules for sizes and specifications. As a general rule, tracks need to be set up with targets that have a safe backstop (a hillside or net), and or a safety area for stray arrows that is clear for a minimum of 50 meters behind and 15 meters to the side of the targets. These areas should be well marked with surveyor flags, paint, and chalk, roped off or otherwise made clear. This area needs to be controlled so that no spectators and non-participants cannot walk in to the range or come in contact with horses and or flying arrows. It is best if the target area is kept clear and if possible well mowed and also that it is cleared of rocks and debris. Holes and roots should be covered or well-marked.
- 1.4.9 Track Direction: Recommended that track is not laid out North to South but rather East to West.
- 1.4.10 Track Level: The track should be on level ground with only a slight upward or downward angle of the track permitted.
- 1.4.11 Competitor waiting area: adequate space provided where competitors can wait for their run to commence. No spectators / non competitors / non officials allowed in this space.
- 1.4.12 The track must be set up in such a way that no spectators can accidentally wander into an area where there are galloping horses or where arrows may land.
- 1.4.13 Track length between the timers is determined by the track type. All Korean and Hungarian tracks to have suitable stopping area at the end. Preferable in a turn no sharper than that on a 20m diameter circle.
- 1.4.14 The track should be suitably marked with barriers that prevent horses leaving the track or entering the spectator area.
- 1.4.15 All poles planted along the track must not be higher than 1m to avoid interference with the bow.

1.5 Equipment

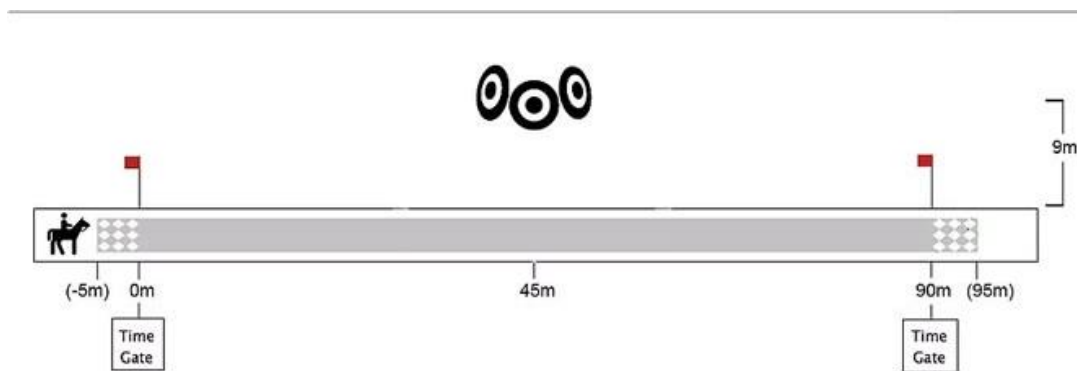
The following equipment is compulsory:

- 1.5.1 Time keeping system (electronic preferred) 2 hand stop watches as backup. If an adequate timer is not present then venue needs to supply 2 x Flag officials (one at start and one at end to indicate when a horse has passed through) & person with stopwatch.
- 1.5.2 Score taking flags indicating colour and score of each zone of the target (3 x Sets of coloured and numbered flags (or boards) indicating target scores 1, 2, 3, 4, 5).
- 1.5.3 Stop & Go Flag (Red flag & Green flag)
- 1.5.4 Sound System/PA System (Adequate sound system to announce classes, runs, warm up times, class times, scores and times.)
- 1.5.5 Printed out score sheets
- 1.5.6 Arrow stand/storage (Adequate place for each archer to store and collect their arrows during their runs.)
- 1.5.7 Bow stand (*Space provided for archers to hang up their bows.*)

- 1.5.8 Targets according to track rules. To host a qualifier a minimum of targets to be provided are 3 – 5 FITA/Korean targets and 1 rotating or 3 standard Hungarian targets.
- 1.5.8.1 FITA Target: A round target with a diameter of 80cm, divided into 5 concentric circular zones with a diameter of 16cm, 32cm, 48cm, 64cm and 80cm. The target zones shall score, from inner to outer: 5pts, 4pts, 3pts, 2pts and 1pts respectively. The centre of the target should be at a height of 90cm (+/- 10 cm) above the level of the track.
- 1.5.8.2 Korean Target: A square target 71cm to a side, divided into 5 evenly spaced concentric zones with a width of 14cm, 28cm, 42cm, 56cm and 71cm. The zones score as for rule 9.2.6.1 above. The centre of the target should be at a height of 90cm (+/- 10 cm) above the level of the track.



- 1.5.8.3 Hungarian Target: The target faces shall be round and composed of three concentric zones in contrasting colours. The zones shall be of 90cm, 60cm and 30cm diameter respectively. Front and back shot targets at 45 degrees. The centre of the target(s) should be 2m high +/- 10cm (relative to ground-level within the track).



1.6 Paramedic/First Aider

In the event of any official MAASA competition (qualifiers, postal matches etc. organised by MAASA and added to the MAASA calendar of events as submitted to SAEF for insurance purposes) either a first aider/paramedic

(level 4) with the required first aid kit & equipment must be on site for the duration of the competition. This may not be a person who is also competing.

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All MAASA organised competitions are to be registered with the SAEF to make sure the competitors are covered for injuries on the day. (Only SAEF and MAASA registered members in good standing are covered in the MAASA/SAEF insurance policy.)

TRACK & VENUE REQUIREMENTS

OF

The Mounted Archery Association of South Africa
(MAASA)

TRACK & VENUE REQUIREMENTS

OF

The Mounted Archery Association of South Africa
(MAASA)



1. Requirements for a venue, track & show holding body

1.1 General Venue Minimum Requirements on the day for Hosting a MAASA Qualifier

The venue should have the following basic facilities:

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- 1.1.7 Track suited to the event of the day (Korean/Hungarian/polish track etc.).
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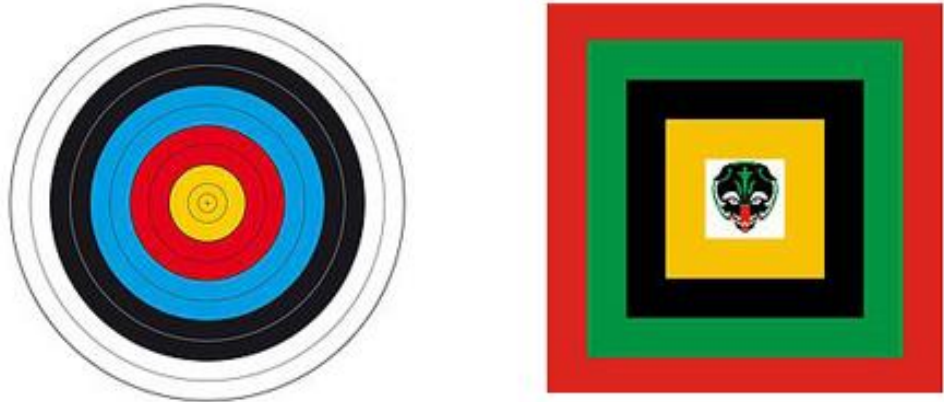
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1.5 Equipment

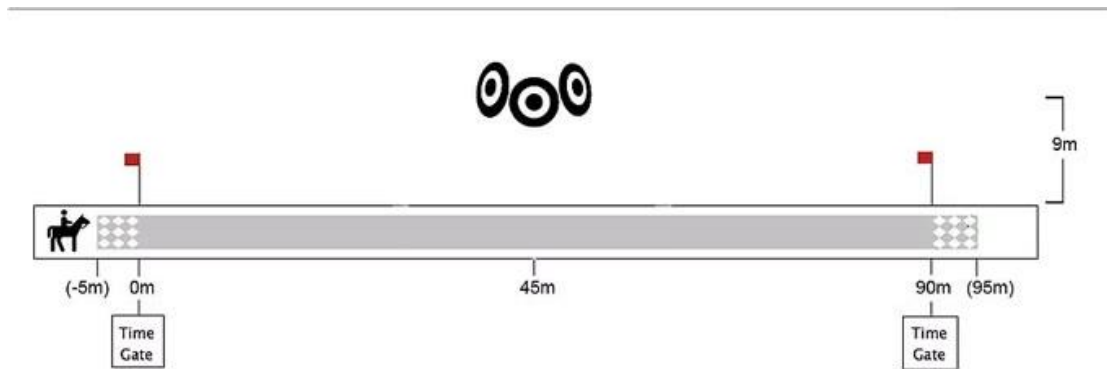
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SERVICE LEVEL AGREEMENT

FOR HOSTING OF

MAASA REGISTERED COMPETITIONS

AND QUALIFIERS

BETWEEN

THE MOUNTED ARCHERY

ASSOCIATION OF SOUTH AFRICA

(MAASA)

AND

.....

SECTION 1: PURPOSE

- 1.1 The purpose of this Service Level Agreement is to formalize an arrangement between **The Mounted Archery Association of South Africa (MAASA)** and _____ (*Show Holding Body*) 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 the date this agreement becomes effective as agreed by both parties, notwithstanding the date of signature;
 - 2.1.4 "**Parties**" means *The Mounted Archery Association of South Africa* (hereinafter referred to as MAASA) 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 16 hereto;
 - 2.1.6 "**Venue**" means the name of the grounds where the event will take place;
 - 2.1.7 "**the Show Holding Body**" means *name of Show Holding Body*, a body duly approved and affiliated to MAASA, 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 MAASA;
 - 2.1.9 "**SAEF**" means the South African Equestrian Federation. 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. NOTICE OF THE EVENT:

Should MAASA wish to host a competition at the SHB:

- 3.1.1 the SHB is to be duly notified in writing, per email, of the event no later than 30 days prior to the intended date of competition.
- 3.1.2 MAASA will be responsible for advertising the event, entries and entry fees, scheduling, officials, paramedics etc. MAASA will notify the SHB of the amount of entries received within 2 days of the closing date for entries.

Should the SHB wish to host a registered MAASA competition:

- 3.1.3 MAASA is to be duly notified in writing, per email, of the event no later than 30 days prior to the intended date of competition.
- 3.1.4 The SHB will be responsible for advertising the event, entries and entry fees, scheduling, officials, paramedics etc. The SHB will notify MAASA of the amount of entries received within 2 days of the closing date for entries.
- 3.1.5 The SHB will send MAASA the entry details, results and scoresheets of the competition within 7 (seven) days after the competition had taken place.

The SHB 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.

The SHB shall ensure that the venue complies with MAASA standards as per the MAASA Track and Venue Requirements document and MAASA Competition Rulebook as updated from time to time including but not limited to:

- Parking – Separate parking for cars and horse boxes
- Ablution Facilities
- Camps/stables for horses with access to water points for horses
- Spectator zone including shade and seating
- Horse Zone – Cordoned off from the public
- Warm-up arenas for horse and rider
- A warm-up zone for archers on foot to be cordoned off from public
- Archery Track with sufficient space or turns for start and end
- Arrow zone – cordoned off from public and safe distance from any horses, cars or the public.
- Targets – According to MAASA Rules and standards for the specific disciplines to be held at the competition
- PA system and access to electricity

SECTION 4: PAYMENT TERMS

4.1. Should MAASA wish to host a competition at the SHB:

4.1.1 MAASA will notify the SHB of the competition budget, amount of entries and fees/amounts payable by MAASA to the SHB within 2 (two) days after the competition date.

4.1.2 The SHB will invoice MAASA for all amounts due within 1 (one) week after the competition date.

4.1.3 MAASA will pay the SHB all fees due within 1 (one) week of receipt of the invoice issued by the SHB.

4.1.4 Fees payable to the SHB includes but is not limited to (amounts are subject to change from time to time):

- R100 per entry – Track Fees
- R500 per day – Judges Fee (It is the responsibility of the SHB to pay the judge, proof of payment and invoice from judge needs to be submitted to MAASA).
- R300 per day – Timer Rental
- R300 per day – Sound System Rental
- R50 per paddock/stable – rented by competitors
- R100-R300 – catering for officials
- R650 per day – Medic / ambulance
- R100 per person – arrow pullers, maximum of R300 for 3 arrow pullers

4.1.5 Where MAASA and SANESA shows are held together on the same day the costs for the track fees, judges fee, timer rental, sound system, catering, medics and arrow pullers

will be split 50/50 between MAASA and SANESA and the SHB will invoice MAASA and SANESA separately for it.

4.2. Should the SHB wish to host a MAASA Registered competition:

4.2.1 The SHB will notify MAASA of the competition budget, amount of entries and fees/amounts payable by the SHB to MAASA within 2 (two) days after the competition date.

4.2.2 MAASA will invoice the SHB for all amounts due within 1 (one) week after the competition date.

4.2.3 The SHB will pay the MAASA all fees due within 1 (one) week of receipt of the invoice issued by MAASA.

4.2.4 Fees payable to the MAASA includes but is not limited to (amounts are subject to change from time to time):

4.2.4.1 R35 per entry – MAASA Provincial Levy

4.2.4.2 R10 per entry – horse doping levy only once officially implemented by SAEF

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 SHB to MAASA in the case of this termination be in place before the hosting of the event.

5.2. It is at the sole discretion of MAASA 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: TERMINATION AND RENEWAL

6.1. Should the SHB Body commit a breach of any of the provisions of this agreement, then MAASA 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, MAASA shall be entitled to cancel this agreement 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 MAASA's rights to claim damages. The foregoing is without prejudice to such other rights as MAASA may have at law; provided always that, notwithstanding anything to the contrary contained in this agreement, MAASA 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 relevant legal committee of MAASA or the SAEF for the purpose of Arbitration.
- 7.3. The award of such a legal 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 SHB Body is accepted in good faith as being true and accurate. Any false declaration or intentional omission of relevant facts shall be reported to MAASA, 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 MAASA, endeavor to find an alternative date or venue subject to the suitability of such alternative meeting with the approval of DSA.

10.2. Under 10.1, if no alternative date/venue can be found, MAASA 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 MAASA and will include inter alia the forfeit of any deposit paid by the SHB to MAASA.

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 MAASA at

Address: **ENTER MAASA PROVINCIAL BODY ADDRESS**

E-mail: **ENTER MAASA PROVINCIAL BODY EMAIL ADDRESS**

11.1.2 as regards the SHB 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 (14th) 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

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

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

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

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 SHB shall be entitled to assign this agreement for the purpose of any internal re-organization or restructuring of MAASA.

12.5. CONFLICT OF INTERPRETATION

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

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

MAASA hereby consents to the SHB acting and performing all its obligations in terms of this agreement as an agent for MAASA.

12.8. LIABILITY

12.8.1. The SHB exonerates MAASA 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 MAASA with regard 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.

12.9. OTHER

12.9.1. Within 7 (seven) days of the last day of the event, the results must be submitted by the SHB to MAASA. A copy of the results sheets signed by the judge(s) and the program (which includes the prize money allocation) must be sent or delivered to the MAASA within the 7 (seven) days of the event.

12.9.2. All levies will be invoiced to the SHB by the MAASA office after validation of the entries and prize monies.

12.9.3. MAASA reserves the right to have their MAASA Gazebo, clothing and other promotional material available at the event.

Appendix 4: COMPLAINT FORM

MAASA COMPLAINT FORM

Any complaint regarding matters other than appeals for scoring should be submitted in writing along with a fee of R150 to the Head Judge for the day. The head judge will assess the situation and if it is a matter that requires immediate attention the Head Judge will either address the matter immediately or consult with the appeals board regarding further action. Should the complaint be found to be valid the R150 will be reimbursed. Should the complaint be found to be immaterial then the R150 will be seen as a donation to MAASA to be used in the everyday operational expenses of MAASA.



COMPLAINANT DETAILS

Name & Surname: _____
Phone Number: _____
Email Address: _____
MAASA Member:

Y	N
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COMPLAINT INFORMATION

Complaint Date: _____

Complaint Details: _____

Complaint Received By: _____

Decision Taken: _____

Accompanied by R150:

Y	N
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Signed Head Judge: _____ Signed Complainant: _____

Appendix 5: MAASA COUNCIL / COMMITTEE CODE OF CONDUCT

Introduction

The Mounted Archery Association of South Africa (MAASA) is a Non-Profit Organization, affiliated with the South African Equestrian Federation (SAEF) and the South African National Equestrian School Association (SANESA).

MAASA strives to promote the age-old discipline of Mounted Archery or Horseback Archery. This is done through the formation of clubs dedicated to the promotion, understanding, development and training of athletes, both horse and rider, in the various disciplines and variations thereof that is found in the modern Mounted Archery arena.

This Code has been established to set out the standards of conduct to which MAASA Board & Committee members must adhere in the performance of their duties. MAASA also requires that this Code binds members of its committees. Each Board and committee member has an obligation to know, understand and comply with the policies contained in the Code and the values upon which they are based.

Intent and Scope

The Code applies when a person acts in a capacity as a Board member of MAASA or as a member of one of MAASA's committees, including working groups which the Board may set up from time to time. This includes attendance at Board and/or committee meetings, fitness to deal with inquiries and any time s/he represents MAASA as a Board or committee member. It sets out in written form the agreed standards which inform the conduct of members in the performance of their duties.

This Code provides a framework of reference against which members must measure their activities. The Code is not a substitute for a member's responsibility and accountability to exercise good judgement. Members should seek guidance when in doubt as to the proper course of action as it is the responsibility of each individual to ensure that their actions reflect the ethical standards reflected in the Code.

The Code is binding. It is issued to all Board and committee members on appointment. Each member must familiarize herself/himself with it and sign their acceptance to abide by the Code during their term of office.

Objectives

The following are the objectives of the Code:

- To establish an agreed set of ethical principles to which all members of the Board and committee members will adhere.

- To promote and maintain confidence and trust in MAASA leadership.
- To encourage and promote the development of good, ethical business practices.
- To prevent the development or acceptance of unethical business practices.
- To ensure that all potential conflicts of interest are disclosed

Statutory and Regulatory Context

This Code requires Board and Committee members to act at all times in accordance with the law and, in particular with but not limited to, the following:

- The National Sport and Recreation Act, (Act No 110 of 1998) and the National Sport and Recreation Amendment Act (Act No 18 of 2007)

Meetings

- Board and Committee members must use all reasonable endeavours to attend all Board meetings and any committees of which they are a member. Should there be circumstances in which members are unable to attend a meeting, they should send their apologies in writing/per email as soon as possible to the Secretary or to the relevant committee secretary.
- Should a Board or Committee member fail to attend more than three consecutive meetings without a valid excuse, they will be excused from their duties on the Board / Committee. This will be seen as a resignation (voluntary termination).
- Attendance of committee / board meetings may be conducted online or telephonically via conference call.
- Where a member is unable to fulfil their role or meet assigned deadlines repeatedly, they will be required to discuss their position with the President of the Association, or alternatively be asked to step down from their position on the committee.
- Such a decision will only take place via a disciplinary hearing and majority vote by the committee and cannot be taken by any one individual, including the President of the association
- Members' attendance and participation as part of the committee will form part of the members' annual performance review and particular consideration will be given to meetings where a member has not attended and has not given notice of their absence.

Members are expected to:

- Ensure that they fully understand the role of the Board/committee and their roles and responsibilities on the committee.
- Prepare well for meetings, read all communication in advance of meetings and seek advice or support from the Secretary where necessary.
- Actively and constructively participate in discussions and decisions.
- Make objective decisions based on the interest of the sport and the merits of the issues presented.
- Ensure that the Board/committee conducts its business fairly.
- Declare any perceived conflict of interest in advance of any agenda item at MAASA meetings.
- Behave with courtesy and respect towards fellow committee members and MAASA members.
- Actively ensure that the Board/Committee complies with its statutory and administrative requirements.

- Fully comply with MAASA's policies and procedures and report infringements by other members to the Board for action.
- Act at all times in the interest of the sport of mounted archery.

Collective Responsibility of Board and Committee Members

In the interests of organizational integrity, clarity and accountability, it is important that decisions of the Board and the Committees of the Board are properly represented outside of MAASA.

In order to safeguard the authority of MAASA, the principle of collective responsibility operates in relation to the business of the Board, its committees and working groups. Therefore, all members acting in an official capacity are expected to abide by the decisions of the Board and its committees and not to publicly adopt, promote or engage in a position, a view or a course of conduct which in the reasonable opinion of the Board or committee does not reflect the position, view or approach of the Board or committee as articulated in such decisions. Should a member have an opinion which differs from the official MAASA stance and states the personal opinion publicly it must be made clear in such communication that this is a personal opinion and not an official statement on behalf of the organization.

Engagement with the media on behalf of the Board or committee will be through the President of the Association, or a duly nominated and approved representative, only.

Guiding Principles

The values that MAASA strives to achieve are:

- **Transparency:** MAASA shares information about its work and accepts responsibility to use organization resources efficiently, improve its systems, and keep its membership informed.
- **Trust:** MAASA acts with honesty and integrity, not compromising the truth.
- **Leadership:** MAASA leads by example, that is, doing the right thing for the right reasons and not compromising core principles.
- **Respect:** MAASA treats its membership with mutual respect and sensitivity. MAASA respects all individuals and values their contributions.
- **Equality and fairness:** MAASA strives for equality and fairness in its dealings with its members, athletes, members of the public and organizations.

Conflicts of Interest

In the interests of proper standards of conduct, the activities of the Board and its committees must always be conducted in an objective manner and be seen to be so conducted.

A conflict of interest arises when a Board or committee member's interests or opportunity for gain or profit are, or could be interpreted as being, in conflict with those of MAASA. Any interests of a member's family or other connected persons or bodies which could involve a conflict of interest should also be disclosed.

All members must confirm their commitment to the disclosure of any employment and/or business interests which may be – or be seen to be - in conflict, or in potential conflict, with the objectives and activities of MAASA.

Members must ensure that:

- They do not influence or seek to influence a decision to be made in relation to a matter.
- They absent themselves from any meeting or part of a meeting at which the conflict of interest or potential conflict of interest is discussed.
- They do not take part in any deliberation of the Board or committee in relation to a matter where a conflict of interest or potential conflict of interest arises.
- They do not vote on a matter where a conflict of interest arises.
- MAASA's resources are used in pursuit of MAASA business and are not used for personal gain, directly or indirectly.
- Gifts, hospitality or preferential treatment should neither be given nor accepted where such action could be perceived as affecting the ability of the donor or the recipient to make an independent judgement on MAASA business.

The disclosure of a conflict of interest or potential conflict of interest will be recorded in the minutes of the meeting at which it is considered.

Following election, re-election, appointment to the Board or to a committee of the Board, each member shall be expected to furnish to the Board Secretary a completed Declaration of Interests (**Appendix 1**), which supplies details relating to the member's employment and all other relevant interests which could involve a conflict of interest or could materially influence the member in relation to her/his performance of her/his functions as a member of the Board or of a committee.

Those members holding office at the time of the Code's adoption by the Board shall be expected to furnish such a declaration following its adoption.

Where it is relevant in any matter that arises, each Member will keep the Secretary advised of all relevant changes in their circumstances so as to ensure that these disclosures are up to date at all times. The onus is on each member to identify an actual or potential conflict of interest and to take appropriate action to manage the conflict in favour of performing their duties as a Board or committee member in the public interest.

This information is held in a Register of Interests and is accessible only by the President of the Association, the Vice President of the Association and the Secretary. Where an individual Board or committee member becomes aware of non-compliance with such obligations, they should immediately bring this to the attention of the President or Vice President with a view to having the matter addressed.

Loyalty

Board and committee members must acknowledge their responsibility to be loyal to MAASA and fully committed in all its business activities while mindful that the organization itself must at all times take into account the interest of its membership.

Fairness

Board and committee members must:

- Commit to fairness in all business dealings.

- Treat members equally.
- Act professionally in the discharge of their duties.
- Make fair decisions based on evidence.
- Give reasons for decisions made.
- Demonstrate lack of bias.
- Provide a fair hearing for all parties in matters of dispute.

Information and confidentiality

Due to the nature of their positions, Board and committee members are privy to information and material which may be sensitive or confidential to the organization and its members.

Board and committee members should respect the confidentiality of sensitive information held by MAASA or discussed at Board meetings and/or committee meetings. This includes personal information, information received in confidence and any other information sensitive to the reputation of MAASA.

Board and committee members are required to sign the MAASA's Confidentiality Agreement Form (**Appendix 2**)

Board and committee members should ensure that there is not, during a member's term of office or thereafter, without the specific approval of the Board, or an officer authorized to act on behalf of the Board, any disclosure by the Board member of any information whatsoever relating to proceedings at Board meetings, or any other confidential information relating to MAASA or its business, functions or transactions, other than to properly authorized persons, within or acting for MAASA

Board members should ensure that there is support by the Board and Committee of MAASA for the provision of access to general information relating to MAASA's activities in a way that is open and enhances its accountability to the membership.

The requirement not to disclose privileged or confidential information does not cease when membership of the Board or Committee ceases. Board and committee members have a duty of on-going non-disclosure of privileged or confidential information even after their retirement or resignation from their role.

Former Board and Committee members are required to dispose of any documentation they hold relating to the business of MAASA.

The Secretary will communicate with all retiring and / or resigning Board and Committee members in terms of these and other obligations.

Breach of the Code

Any minor breach of the Code will be dealt with in the first instance informally, for example by the President of the Association or the chair of a committee or another member drawing the breach to the member's attention during a meeting or similar.

If the action is repeated, a final warning in writing will be issued to the offending member.

If a member is concerned that another member may be in breach of the Code they should raise their concerns with the President of the Association or the chair of the committee as appropriate.

However, where there is evidence of a deliberate, serious or continued breach of the Code, this will be taken up by the President or the committee chair in a special convened meeting if appropriate. If necessary, the President will seek legal advice on how to proceed and/or initiate an external investigation if deemed appropriate.

Resignation from the Committee

Committee members are not obliged to give advance notice before resigning from the committee. It is however required that the resignation be submitted in writing, per email and sent to the directors of MAASA before their resignation comes into effect.

As per the MAASA constitution:

- *Any Member which ceases to operate a viable structure or contribute positively, as defined in this Constitution may ipso facto be suspended from membership and the Council shall decide at its next ordinary meeting whether the membership of such member should be terminated.*
- *Any member of any classification may, at any time, resign from MAASA. Such member must give notice by not later than 30 September of each year. Any member so resigning shall continue to be liable for any monies due and owing by such member, to MAASA at the date of their resignation.*

Responsibilities and review

- The Code shall be circulated to and retained by each Board and committee member as well as other relevant parties whether invited to participate in MAASA working groups or committees, or otherwise.
- This Code should be read in conjunction with MAASA's published policies and procedures.
- The Code will be reviewed and updated when necessary and at least once during the term of the Board.
- Any revisions to the Code must be considered and approved at a meeting of the Board of MAASA

I have read and agree to abide by the above Code during my tenure of office as a Board or Committee member of MAASA.

Name

Signature

Date

Appendix 1 – MAASA Declaration of Interests Form

I, _____, as a Director / Board / Committee member of the Mounted Archery Association of South Africa (MAASA) have set out below my interests in accordance with the organization's conflicts of interest policy.

Name	
Address for correspondence	
Current role/position	
Cell phone number	
Email address	

Details of interest and whether it applies to you or, where appropriate, a member of your immediate family or some other close personal connection:

Current employment and any previous employment in which you continue to have a financial interest	
Appointments (voluntary or otherwise) e.g. trusteeships, directorships, local authority membership, tribunals etc.	
Membership of any professional bodies, special interest groups or mutual support organizations.	
Investments in unlisted companies, partnerships and other forms of business, major shareholdings and beneficial interests.	
Gifts or hospitality offered by external bodies in the last 12 months.	

Any contractual relationship with MAASA.	
Any other conflicts that are not covered by the above	

To the best of my knowledge, the above information is complete and correct. I undertake to update as necessary the information provided, and to review the accuracy of the information on an annual basis. I give my consent for it to be used for the purposes described in the conflicts of interest policy and for no other purpose.

Name:
ID Number:
Signature:
Date:

Record of Changes to MAASA ByLaws

Ref	Description	Date of change
Article 9 Clause 9.3.1	Amended to add " or at the discretion of the MAASA Treasurer. "	OGM 4/02/2023
Article 20 Clause 20.2	Amended to " A minimum of 5 active members, i.e. athletes, not officials or administrators. "	OGM 4/02/2023
Add Article 21	Classification of Membership Categories	OGM 4/02/2023
Article 21 (Mandates)	Becomes Article 22 after addition of above change	8/02/2023
Article 22 (Disputes)	Becomes Article 23 after addition of above change	8/02/2023