



MEMORANDUM OF AGREEMENT BETWEEN BOLAND BOWLS (BB) AND PLAYERS INVITED TO THE TOP 40 SQUADS

INTRODUCTION

It is agreed that inter-district competitions are in the interest of BB and all its players, therefore it is imperative that our ties with other districts shall be maintained and extended in the best of sporting traditions. BB requires that players, who are selected or appointed to teams or squads to represent BB do so in a responsible and conscientious manner.

DURATION

This agreement binds parties to the terms and conditions until seven days after the completion of the inter-districts tournament or 14 days written notice of termination has been received by either party in terms of Clause 5 below.

IT IS AGREED:

1. PLAYER ACKNOWLEDGEMENT

I acknowledge and agree that:

- 1.1 BB is the sole district governing body for the sport of Lawn Bowls in the Boland and is recognized as such by Bowls South Africa.
- 1.2 This agreement has priority over any other agreement that I may have with any other sporting body or sponsor.
- 1.3 My eligibility for selection, and continued participation in the Squad or Team is at the discretion of BB and is conditional upon me entering this Agreement and strictly observing its terms and conditions.

2. PLAYERS BENEFITS

Upon selection to the Team, BB will make available to me:

- 2.1 Travel, accommodation and transport to the venues of the inter-districts tournament as determined appropriate by BB
- 2.2 Coaching support during training and preparation for inter-districts

3. PLAYERS OBLIGATIONS

I undertake and agree that I will

- 3.1. Be subject to and comply with all reasonable controls, management and direction given by the designated coach and/or Team Manager and/or any other person authorized by BB.
- 3.2. Conduct myself in a manner so as not to bring myself, Bowls SA, BB, its sponsors, the Squad or Team into disrepute or censure.
- 3.3. Not make, issue, authorize, offer or endorse any public criticism or statement, which does or may reasonably be expected to have a prejudicial effect on the interest of Bowls SA, BB and its sponsors, the Squad or the Team.
- 3.4. Travel to and depart from inter-district tournaments upon the date and manner determined by BB.
- 3.5. Conform to the maximum checked-in and hand luggage requirements of the airline operator in respect of my personal luggage, with the cost of any excess luggage being paid immediately by myself.

- 3.6. Live in the accommodation nominated by BB for the whole period of any Team/Squad activity as determined by the Team Manager.
- 3.7. Obtain and maintain the best possible physical fitness/health condition to carry out my duties to the Squad/Team to the best of my ability.
- 3.8. Disclose immediately to the designated coach and/or Team Manager, any illness and/or injury that may prejudice my participation in training, competition or participation in Squad or Team activities.
- 3.9. If required by the BB Executive, report to any medical/fitness practitioner or psychological professional for relevant testing and/or consultations, provided that such report is kept confidential. I accept responsibility to contribute towards the reasonable cost of such examination.
- 3.10. Be committed to the goals and objectives of the Squad or Team and to attend all training sessions and to submit regular progress reports on fitness and skills practices.
- 3.11. Maintain personal habits of health, fitness and nutrition conducive to sporting excellence, including abiding by curfews, limited use of alcohol at the discretion of the Team Manager and similar matters which may adversely affect my performance.
- 3.12. Not consume any alcohol before commencement of/or at any time whilst participating on the day of play at the inter-district tournament or any other representative event.
- 3.13. Will refrain from smoking on the green or any other designated area proclaimed by the tournament officials, Team Manager and/or designated coach.
- 3.14. Comply with all BSA and BB policies including, but not limited to, the following:
 - 3.14.1 Dress code - may not be changed without prior written approval of BB
 - 3.14.2 Constitution of BB
 - 3.14.3 The laws of the Sport of Bowls Crystal Mark Edition and Domestic Regulations of Bowls SA.
- 3.15. Attend regular skills training.
- 3.16. Attend Squad practices as published in the fixture book (calendar) or as changed with due notice given by the Executive.

4. DOPING

- 4.1. I agree not to take or use prohibited drugs, stimulants or any other prohibited substance or participate in any other practices prohibited by the National Anti-Doping Agency.
- 4.2. I agree that if required by a Testing Authority, I will undergo a test or provide a sample which may be analysed to determine whether or not I have taken or used such drugs or stimulants or participated in any other practices prohibited by the Nation Anti-Doping Agency.
- 4.3. If I refuse to undergo the test or refuse to provide a sample as stipulated in Clause 4.1 or if the test or sample results in detection of a prohibited drug or stimulant or there is credible evidence that I have engaged in Prohibited Practice, I acknowledge I shall be in breach of this Agreement and liable to immediate dismissal from the Team, and/or any disciplinary measures imposed by BSA or BB.

5. BREACH OF AGREEMENT

I acknowledge and agree that if I breach this Agreement I may be liable to all or any of the following:

- 5.1. Sanctions at the discretion of BB or the Team Manager.
- 5.2. Immediate termination of this Agreement.
- 5.3. Restriction or withholding of any benefit to which I am entitled to under this agreement.
- 5.4. I may be required to appear before a Disciplinary Committee as described in this agreement.
- 5.5. In addition this agreement may be terminated by BB if:
 - 5.5.1 I am convicted of a serious criminal offence.
 - 5.5.2 I am guilty of a breach of the rules or regulations of BB.
- 5.6. Should I withdraw from the team, money paid into BB will be refunded to me as determined by BB Executive.

6. DISCIPLINARY COMMITTEE

- 6.1 If it is brought to the attention of BB/or it may reasonably be believed by the BB, that a player violated the stipulations of this agreement, BB shall appoint a disciplinary committee to hear such a case, as per the specifications as set out in the Constitution of the BB.
- 6.2 This committee shall comprise of members as appointed by the BB executive.
- 6.3. The committee shall conduct a proper hearing with:
 - 6.3.1. Notice of the date, place and time of the hearing shall be sent to all parties at least 7 days in advance.
 - 6.3.2. A recording shall be made of the hearing.
 - 6.3.3 The hearing shall be judged according to the ethos and spirit of bowls and especially the interest of BB.
 - 6.3.4. A finding shall be made of guilty or not guilty.
 - 6.3.5. A suitable penalty shall be recommended should the verdict be guilty.
 - 6.3.6 The record and recommendation shall be sent to BB for ratification and implementation.

7. INDEMNITY

I accept that the District BB and the organizers of the tournament will do everything in their power to ensure the safety of all players during the tournament and whilst being transported. Should anything untoward occur I will not hold any person including the coach, manager, designated driver, club, district official, and executive member of BB or Bowls South Africa or the Boland Sport council responsible.

8. ACKNOWLEDGEMENT

- 8.1. I acknowledge and agree with the terms and conditions hereof, confirm the warranties given by me herein and shall carry out my obligations to the best of my ability.
- 8.2. Upon signature of this agreement, pay an amount of R1000 as 50% deposit into the banking account of Boland Bowls at Nedbank branch 198765 Account nr 147 0050 765 using my BSA number as a reference. This will total an amount of R2000 by the end of February 2016, if I am selected for the Inter-District team, towards the costs of the Inter-Districts tournament with the understanding that if I am not selected for the Inter-District team, the deposit will be paid back to me before the end of February 2016.

Signed at _____ this _____ day of _____ 20.....

Players Name _____ Id Number _____ BSA Number _____

Signature_____

Witnessed by Name _____Witness Signature _____

President BB _____ Signed this _____ day of _____ 20....