

# SOUTH AFRICAN POLO ASSOCIATION

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## APPLICATION TO HOST A POLO EVENT IN SOUTH AFRICA

- The South African Polo Association ("**SAPA**") is affiliated to the Hurlingham Polo Association in the United Kingdom and has adopted and enforces the Rules and Regulations of the HPA ("**the Rules**").
- A "**Polo Event**" means an event in South Africa which involves the playing of polo in any format, which in the opinion of the President or the Executive Committee extends beyond private chukkas or a purely private friendly match.
- SAPA is the only recognized national sporting body representing polo in South Africa.
- All Polo Events (including, without limitation, tournaments, internationals, friendly and exhibition games), in any format, must be sanctioned by SAPA.
- Any player participating in any non-sanctioned Polo Event risks losing his / her handicap and membership of SAPA.
- All tournaments shall be played under the Rules & Regulations of SAPA.
- All equestrian clubs in South Africa which cater for the discipline of polo ("**Club**") must affiliate through their provincial body to SAPA. Any Club that has been affiliated with SAPA in accordance with SAPA's prescribed procedures is an "**Affiliated Club**".
- The SAPA Executive may, in its sole discretion, suspend any player or member infringing the Rules or impeding SAPA's objectives. Such suspended player or member may not play for any Club or in any game, including a Club practice, until the suspension is lifted, in writing, by the SAPA Executive.
- No member of the SAPA may participate in a Polo Event in South Africa that is not held at an Affiliated Club, or at a venue which has not been endorsed by an Affiliated Club and the SA Polo Association.
- In order for the SAPA to endorse a Polo Event, the entity organising such Polo Event ("**the Event Organiser**") must partner with an Affiliated Club. The Affiliated Club must agree, in writing, to take overall responsibility for all polo related elements of the proposed Polo Event ("**the Proposed Event**"), as well as the conduct of the polo to be played at the Proposed Event. The negotiations between the Event Organiser and the Affiliated Club must be dealt with between the two parties. The Affiliated Club will need to present the Event Organiser with a budget to cover the cost of all the polo related elements. This budget will include a fee which is payable by the Event Organiser directly to the Affiliated Club ("**Club Management Fee**").
- SAPA's endorsement will also require the payment of a sanctioning fee ("**Sanction Fee**"), which is payable directly to SAPA. The amount of the Sanction Fee will be determined by the SAPA executive. This will be dependent on, amongst other things, the level of the polo being played at the Proposed Event as well the sponsorship involved.

- Endorsement of the Proposed Event by the SAPA carries no assumption of responsibility, or duty of care on the part of SAPA to participants or any person connected with the Proposed Event, on any basis whatsoever. To this end, it is required that the Event Organiser or the Affiliated Club provides a written undertaking and indemnity, in terms acceptable to SAPA, which provides for at least the following:
  - The Event Organiser / Affiliated Club indemnifies SAPA, SAPA's shareholders, directors, officers, employees and / or agents, as the case may be ("**the Indemnified Parties**") in relation to the Proposed Event.
  - The Event Organiser / Affiliated Club:
    - indemnifies and holds harmless the Indemnified Parties from and against; and
    - shall, on demand, compensate and pay to the Indemnified Parties the amount of any Losses (as defined below) incurred or suffered, directly or indirectly, by an Indemnified Party by reason of, arising out of, resulting from or incurred in connection with:
      - any injury to or death of any person at or arising from the Proposed Event, from any cause whatsoever and howsoever arising (or any claim for such);
      - any loss, damage or destruction to property at or arising from the Proposed Event, from any cause whatsoever and howsoever arising (or any claim for such);
      - the breach of any provision of any agreement pertaining to the Proposed Event (save where SAPA is a party to such agreement and is directly responsible for such breach); and / or
      - any litigation, proceedings or claims by any third party, for whatsoever cause and howsoever arising, in connection with or pursuant to the Proposed Event.
  - For the avoidance of doubt, the above undertaking to compensate applies both to losses resulting from third party claims and damage done directly or indirectly to SAPA itself.
  - The Event Organiser / Affiliated Club shall take out, at its own cost, comprehensive insurance for the Proposed Event, sufficient to cover, *inter alia*, all risks and indemnities provided for herein, as well as public liability insurance for the Proposed Event.
  - The insurance must include sufficient insurance, through SAPA's approved insurers, to cover the ponies / horses used or anticipated to be used in / at the Proposed Event. Should any injury occur to a hired pony / horse during the Proposed Event, all veterinary and other injury-related costs (including any euthanasia costs) will be borne by the Event Organiser / Affiliated Club.
  - SAPA makes no representations and accepts no responsibility that any public liability insurance taken out by the Event Organiser / Affiliated Club (or the South African Equestrian Federation, to the extent applicable) is, in fact, sufficient.
  - The Event Organiser / Affiliated Club undertakes to arrange for an ambulance and suitably qualified medical personnel to be available for the Proposed Event, in sufficient number, so as to provide medical attention (if required) to players and/or spectators. As a minimum requirement, medics must include an advanced life support medic to be on duty for the duration of the Proposed Event. The Event Organiser / Affiliated Club must ensure that all medical coverage and facilities (including any required medical insurance) complies with all statutory and regulatory requirements. At least 4 weeks before the Proposed Event is scheduled to take place, the Event Organiser / Affiliated Club must provide proof to SAPA of the medical personnel, ambulances, insurance cover and facilities booked for the event which must, in SAPA's discretion, be satisfactory. SAPA does not represent that these aspects are in fact sufficient or meet all legal requirements. SAPA cannot be held liable, on any basis, for deeming the aspects satisfactory and, in deeming them satisfactory, does not waive or abandon any rights to pursue, nor is SAPA precluded from pursuing, the Event Organiser / Affiliated Club for any claim(s) in relation to the medical personnel, ambulances, insurance cover and facilities booked for the Proposed Event.
- The Event Organiser and Affiliated Club must each further warrant that all horses / ponies used for the Proposed Event will be properly cared for as per the SAPA Pony Welfare guidelines.
- For purposes of the indemnity described above, "**Losses**" means all and any losses, liabilities, claims, demands, amounts awarded, damages (including but not limited to special, indirect and / or consequential damages, such as, without limitation, loss of business or loss of profit), remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney's fees and other costs and expenses actually incurred in defending any claims or matters or in asserting or enforcing any obligation).
- Even though SAPA is not responsible for any aspect of the Proposed Event or the polo to be played at such Proposed Event:
  - SAPA's Regulations and the Rules shall apply as if at an Affiliated Club. This means that all players have to be members of the SAPA, be of a certain handicap to play at certain levels, be properly umpired etc.

- Without detracting from what is stated above, it is the responsibility of the Event Organiser and participants to ensure that there is adequate insurance in place to cover any injuries or liabilities which may be sustained or incurred as a result of their participation.
- The Event Organiser and Affiliated Club undertake and will ensure that the Proposed Event is lawful and complies with all applicable legal requirements, and that they will comply with any and all conditions attached to any licences or consents issued or required in connection with the Proposed Event, including health and safety and crowd security measures at the venue.
- Any member who plays or umpires at a Polo Event which has not been sanctioned by SAPA will not be covered by any SAPA personal accident insurance or be eligible to apply for any form of assistance from the SAPA in relation to that event. Such members are advised to take out their own insurance and check also that any insurance cover they might have (including horse / pony insurance) is valid for such an unsanctioned event. A member who plays or umpires at a Polo Event which has been sanctioned by SAPA may still not qualify for coverage by any SAPA personal accident insurance- members are advised to contact SAPA in this regard. Regardless as to whether an individual member is covered by SAPA personal accident insurance or not, it is the responsibility of that member to ensure that his / her insurance cover is sufficient for his / her needs.
- SAPA reserves the right, if necessary, to exercise any remedies in law against members who participate in unsanctioned events. Further, in sanctioning a Proposed Event, all participants therein remain subject to SAPA's disciplinary processes, Regulations and the Rules - sanctioning in no way amounts to a waiver by SAPA of any rights it has, including but not limited to rights to discipline or charge members, where necessary.
- If the event is to involve the South African national team at any handicap level, then, in accordance with the South African Equestrian Foundation's regulations, SAPA's selection process will apply.
- SAPA reserves the right to reject, in its sole discretion, any Proposed Event. Without providing a closed list of factors, and without limitation, important considerations include:
  - whether the sponsor of the Proposed Event conflicts with an existing sponsor of an existing Polo Event;
  - whether SAPA considers that the involvement of the proposed sponsor is in the best interest of polo;
  - whether the proposed timing of the Proposed Event conflicts with other Polo Events, or is to be held around the dates on which other Polo Events will be held;
  - whether the proposed name of the Proposed Event is acceptable, does not conflict with the names of other Polo Events and / or is in the best interests of polo;
  - who the Event Organiser is, their public image, public reputation and / or any history it may have with SAPA and / or polo;
  - who the proposed sponsor is, their public image, public reputation, source of revenue and / or any history it may have with SAPA and / or polo;
  - whether the Proposed Event is in the best interests of polo, in SAPA's sole discretion
  - The respective Provincial Chairman will have final sign-off on the condition of the polo field to ensure that it is suitable and safe for the event to take place
- It is stressed that the above is by no means a complete list of all the factors which SAPA will consider when assessing an application for the sanctioning of a Proposed Event.

## **TO APPLY TO HOST A POLO EVENT**

In order to apply to host a Polo Event, please comply with the following process:

1. E-Mail the SA Polo Association office the following information:
  - Proposed date/s
  - Proposed name of the event
  - Proposed duration of event
  - Type of polo (4 a side or 3 a side; field or arena; make up of teams)
  - Anticipated number of teams / matches to be played
  - Names of players participating in the matches
  - International or local polo
  - Proposed kit to be worn by players
  - Identities of any sponsors
  - The identity of the Event Organiser

- The identity of the proposed Affiliated Club which will take overall responsibility for the polo related elements of the Proposed Event (should this be known at this stage)
2. It is the responsibility of the Event Organiser to partner with an Affiliated Club which will take overall responsibility for the polo related elements of the Proposed Event. It is imperative that this negotiation is done with the relevant Club Committee. The Affiliated Club's responsibilities are to ensure that all requirements detailed on the "SA Polo Association Club Event or Tournament Hosting Regulations" document are met and adhered to (this document is available on request and on SAPA's website). The Affiliated Club is to present a budget to the Event Organisers to cover the costs of these elements as well as the Club Management Fee. The fee to cover the polo related elements as well as the Club Management Fee must be negotiated between the Affiliated Club and the Event Organiser directly.
  3. When the Event Organiser has secured a partnership with the Affiliated Club, they are to email the details to the SAPA office, as well as provide the indemnity described earlier in this document. If the terms of such agreement between the Event Organiser and the Affiliated Club, as well as the indemnity provided, are acceptable to SAPA, SAPA will then respond to the Event Organiser with a Sanction Fee Agreement which will detail the Sanction Fee payable to the SAPA by the Event Organiser. In accepting these terms, SAPA assumes no liability to any party, including the Affiliated Club or Event Organiser, and makes no representations pertaining to the Proposed Event.
  4. SAPA will also submit the "**Affiliated Club Letter**" to the Affiliated Club stating that SAPA recognises the Affiliated Club as overseeing all the polo related elements of the Proposed Event. This responsibility will need to be acknowledged in writing to the SAPA office by the relevant Club Committee
  5. Only when there has been written acknowledgement of the Affiliated Club Letter, signature of the Sanction Fee Agreement and payment of the first instalment the Sanction Fee, will SAPA recognise the Proposed Event and place it on the Fixture List.
  6. No advertising of an event prior to this may be done.
  7. It is advisable that the Event Organiser makes contact with SAPA by way of introduction should further discussions be needed.