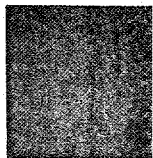


ANNEXURE A
STANDARD PLAYER CONTRACT
ENTERED INTO BY AND BETWEEN



(INSERT NAME OF EMPLOYER PARTY)
(hereinafter 'the Province')

and

(hereinafter 'the Player')

ID Number _____

Income Tax Reference No: _____

Assisted by (if under the age of 21)

Club to which the Player is affiliated⁴; _____

⁴ See clause 18 which regulates the Player's affiliation to a Club

1. Definitions

In this agreement, unless the context indicates otherwise –

‘footwear’ means rugby boots, running shoes and sports shoes.

‘grievance’ means any dispute involving an alleged breach by the Province of an obligation, whether in law or in equity, owed to the Player under this agreement or under any law regulating the employment of the Player, or any dissatisfaction or feeling of injustice on the part of the player arising out of his employment with the Province.

‘image’ means the Player’s name, signature, voice, picture, photograph, likeness, reputation and/or biographical information.

‘intellectual property’ means all or any of the following -

- (a) trademarks for which SARFU, the Region or the Province is the proprietor;
- (b) Tradenames of which SARFU, the Region or the Province is the proprietor;
- (c) Copyright held by SARFU, the Region or the Province in any written material, plans designs or other work;
- (d) Goodwill existing now or in the future in relation to the use of the SARFU, Region or Province trademarks, tradenames or the activities of SARFU, the Region or the Province;
- (e) the logos, trophies, mascot’s and/or any other designs or marks now registered or used or developed in the future in relation to competitions played under the auspices of SARFU, the Region or the Province, and which is owned or used as custodian by SARFU, the Region or the Province.

‘IMSSA’ means the Independent Mediation Service of South Africa.

‘Region’ refers to the applicable regional entity competing in the Super 12 competition.

‘remuneration’ means the total cost of employment to the Province, as reflected in Annexure 2, but excluding match fees and incentive bonuses.

‘SAMDC’ means the South African Medical and Dental Council

‘SARFU’ means the South African Rugby Football Union

‘SARPA’ means the South African Rugby Players’ Association

‘this agreement’ includes the Schedules to this agreement

‘year’ means the period from 1 January to 31 December

2. Employment by the Province

2.1 The Province shall employ the Player as a professional rugby Player from

to (INSERT COMMENCEMENT AND TERMINATION DATES) for the remuneration and subject to the terms and conditions set out in this agreement.

2.2 This is a fixed term agreement and there is no expectation on either side that the Player will be employed beyond the termination date.

2.3 This agreement is subject to the Player passing a medical and fitness examination prescribed, and paid for, by the Province.

3. Duties

The Player agrees -

3.1 to perform all duties reasonably required of him including but not limited to –

3.1.1 playing rugby to the best of his ability and skill in accordance with the rules of the game;

3.1.2 observing and abiding by all reasonable instructions of the Province;

3.1.3 maintaining appropriate levels of fitness and skill;

3.1.4 participating in any skills development programme as directed by the Province from time to time;

3.1.5 being available to participate in all competitions, including all matches forming part of those competitions, falling under the auspices of SARFU;

3.1.6 complying with any reasonable request by the Province to participate in the Province's activities including but not limited to –

3.1.6.1 training sessions and / or training camps;

3.1.6.2 team and squad meetings;

3.1.6.3 subject to clauses 3.1.6.4.1 and 3.1.6.4.2 below, any development programme under the auspices of the Province or SARFU;

3.1.6.4 any promotional activity⁵ provided that -

3.1.6.4.1 if the Player is contracted by both SARFU (for Springbok duties) and the Province, the Player shall not be required to participate in more than 25 promotional activities for the Province, and not more than 20 for SARFU (not more than 45 in total);

3.1.6.4.2 if the Player is contracted by the Province only, the Player shall not be required to participate in more than 30 promotional activities for the Province;

3.1.6.4.3 the Player must be given at least 5 days' notice of any promotional activity.

⁵ See the definition of promotional activity in clause 3.1.7

3.1.7 For the purposes of this clause 'promotional activity' means any activity that promotes or is intended to promote the financial or other interests of the Province, the Region or SARFU, or their sponsors, suppliers or licencees and, subject to clause 3.1.8, includes (but is not limited to) any function or public appearance.

3.1.8 For the purposes only of sub-clauses 3.1.6.4.1 and 3.1.6.4.2 an after match function shall not be deemed to be a promotional activity

3.1.9 Any income generated as a result of the Player's attendance at or participation in any 'promotional activity' as contemplated in clause 3.1.6.4 shall accrue wholly to the Province

3.1.10 The Player agrees, for the full duration of this agreement –

3.1.10.1 to accept, abide by and comply with the constitution, laws, by-laws, rules and regulations of the IRB, SARFU, and the Province, and the policies and directions of the executive committees of SARFU, the Region and the Province. Copies of the relevant documentation will be made available for inspection by the Player on request. The Player's attention is specifically drawn to the provisions of Regulation 6 of the IRB regulations which prohibit match fixing and other kinds of gambling by Players. A copy of Regulation 6 will be handed to the Player on signature of this agreement.

3.1.10.2 to subject himself to the jurisdiction of any disciplinary tribunal established under the constitution, rules, regulations and by-laws of the IRB, SARFU, or the Province

3.1.10.3 to conduct himself in a manner consistent with his employment as a player

4. Working hours

To the extent that the Player may be required to work in excess of the maximum number of ordinary working hours permitted by law, and in the event of the Province being legally obliged to remunerate the Player at increased rates in respect of such work, the Province shall, in lieu of paying the Player at the increased rates, grant the Player time off equivalent to the extra time worked.

5. Other employment

5.1 By signing this agreement the Player represents that, save as disclosed to the Province in writing per Schedule 1, he is not -

5.1.1 save for his employment under a SARFU contract (if applicable), employed in any other capacity whatsoever;

5.1.2 involved in any occupation or business, or in any studies at an educational institution.

5.2 Should the Player, during his employment as a Player, wish to take up any other employment, occupation, or business, or any studies at an educational institution he shall, before taking up such employment, occupation, business or studies, notify the Province in writing of his intention to do so.

5.3. The Province shall respond within 14 days of receipt of the notification and shall, subject to clause 5.4, either grant or withhold its consent.

5.4 The Province shall not be entitled to withhold its consent unless such employment, occupation, business or studies are likely to conflict with the interests of, or be detrimental or cause damage to, the Province and / or SARFU.

5.5 If the Province does not respond within the time period contemplated in clause 5.3 the Province is deemed to have agreed to the Player's request.

6. Remuneration

In consideration for performing his duties in terms of this contract, the Province will remunerate the Player as set out in Schedule 2

7. Retirement Fund

A SARPA member must –

7.1 be a member of a Retirement Fund nominated by SARPA.

7.2 make a contribution out of his monthly remuneration of at least R150.00 per month to the Retirement Fund.

8 Medical Aid

8.1 The Player shall be a member of a medical aid scheme nominated by SARPA, unless the Player provides proof to the satisfaction of the Province that he is covered for professional rugby injuries as a member of another medical aid scheme by virtue of his employment with another Province.

8.2 The Province shall pay out of the Player's monthly remuneration the full monthly contribution to the scheme contemplated in clause 8.1

9 Physical condition and fitness

9.1 During the Player's period of employment, the Player must –

9.1.1 keep himself in match condition and fitness as prescribed and regulated by the Province;

9.1.2 disclose, as soon as he becomes aware of it, any illness, disability, injury or other condition that might affect his physical condition or performance as a rugby Player;

9.1.3 attend and participate in any physical or fitness examination required by the Province;

9.1.4 obtain and undergo any necessary medical treatment that is prescribed by a registered medical practitioner approved by the Province concerning any illness, disability, injury or other condition affecting his ability to play rugby;

9.1.5 comply with reasonable instructions by the team doctor and / or dietician concerning dietary and other related programs;

9.1.6 not engage in any other sports or pastimes, including but not limited to absailing, polo, steeple chasing, parachuting, ice-hockey, wrestling, boxing, martial arts, hang-gliding, paragliding and speed or duration tests or racing (other than on foot or in a yacht).

10 Income Protection

10.1 The Player shall become a member of an income replacement insurance scheme nominated by SARPA to insure him against the loss of remuneration as a result of being unable to play rugby due to accident, injury or illness. The scheme must include cover for all rugby-related injuries.

10.2 The Province shall pay out of the Player's remuneration the full monthly contribution towards the cost of insuring the player.

10.3 The Province shall be liable for payment of the Player's remuneration for any period of incapacity due to accident, injury or illness during the 60 day window in respect of which the contract insurance does not pay any benefit, or in respect of any claim by a player where the insurance fails or refuses to pay, except where the non-payment is due to the fault of the player.

10.4 Should the player through no fault of his own be unable to obtain cover under an income protection replacement scheme the Province shall cover him for 60 days from the commencement of any incapacity.

10.5 The remuneration payable by the Province under this clause shall not, despite anything to the contrary in this agreement, exceed the amount which the Player, but for his inability to render services on account of his incapacity, would have been entitled to receive for services rendered to the Province.

10.6 Any period of sick leave due to the Player shall be deducted from the 60 day period contemplated in clauses 10.1, 10.2 and 10.3. and the Player shall be informed of such deduction.

10.7 The Province shall be entitled, as a condition precedent to its obligations under sub-clauses 10.3 to insist that the Player –

10.7.1 undergo a medical examination by a medical practitioner appointed by the Province to establish the nature and extent of the incapacity; and

10.7.2 disclose to the Province the results of the medical examination.

10.8 Save as provided for in clause 17, and sub-clauses 10.3 and 10.4, the Province shall not be obliged to remunerate a Player in respect of any period during which the Player is unable to perform his obligations under this agreement.

11 Travel and Accommodation

11.1 The Province will provide and pay for all reasonable accommodation and travel required for the Player to perform his duties in terms of this agreement except for the cost of traveling to and from his home ground for training and / or matches.

11.2 The Province retains the right, in its sole discretion, to determine the Player's accommodation on tours.

11.3 The head coach, in consultation with the Player, shall decide upon the person or persons (if any) with whom the Player shall share a room in any accommodation provided in terms of clause 11.2.

11.4 The Province shall arrange, and pay for the costs of, comprehensive travel insurance, in an amount to be determined within the sole discretion of the Province, to cover the Player for medical expenses and theft, or loss of personal effects during periods of overseas travel.

11.5 The Player is personally liable and responsible for all telephone calls, room service or other personal services made or ordered by the Player from accommodation arranged by the Province. These costs may be deducted from the Player's daily allowance or remuneration as per Schedule 1

12. Promotional activities

12.1 By signing this agreement the Player –

12.1.1 authorises the Province, for the duration of this agreement, to use his image to promote the game of rugby and the financial and other interests of the Province, the Region, SARFU, competitions in which a team of the Province, the Region or SARFU participates, and any sponsor, supplier or licensee of the Province, the Region or SARFU. Provided that such use of the Player's image shall not cause injury to the Player's reputation.

12.1.2 grants the Province for the period of this agreement, for the purposes and subject to the proviso contained in clause 12.1.1, the right to permit or authorise any person to take and make use of still photographs, motion pictures or electronic images of himself, and agrees that for the period of this agreement all rights in such photographs, motion pictures and electronic images, including the right to identify the Player by name and/or to use his voice recorded during the taking of such motion pictures or electronic images, shall belong exclusively to the Province for the purposes contemplated in clause 12.1.1.

12.1.3 grants the Province the right to use his image, as acquired under 12.1.2, beyond the period of this agreement to promote rugby related matters affecting the Province, its squads or teams, for use in match programmes, yearbooks, and magazines.

12.1.4 represents that he has disclosed in writing to the Province details of any agreements concluded with third parties concerning the use of his image as per Schedule 3.

12.2 For the duration of this agreement, the Player may not, except as provided for in clause 12.3, and without the prior written consent of the Province –

12.2.1 enter into or renew any agreement with third parties concerning the use of his image;

12.2.2 make a public appearance or engage in any advertising, marketing and / or promotional activity.

12.3 'Promotional activity', for the purposes of clause 12.2.2, means any activity that promotes or is intended to promote the financial and other interests of the Player or any persons other than those contemplated in clause 3.1.7.

12.4. Should the Player wish to obtain the consent envisaged in clause 12.2 he shall address a request to the Chief Executive Officer of the Province providing full details of the proposed agreement, public appearance, advertising, marketing and / or promotional activity as the case may be.

12.5 The Chief Executive Officer shall respond in writing within 5 days of receiving the request, and shall either grant or deny the request.

12.6 If the Chief Executive Officer does not respond within the time period contemplated in clause 12.5, the Province is deemed to have agreed to the Player's request.

12.7 The Chief Executive Officer shall not withhold his consent unless such agreement, public appearance advertising, marketing and / or promotional activity, as the case may be -

12.7.1 relates to products or services competitive with those of the Province, the Region or SARFU, or their sponsors, suppliers or licencees or any competition or tournament in which the Province, the Region or SARFU is participating.

12.7.2 involves the disclosure of confidential or sensitive information, or is prejudicial to the interests of the Province or the game of rugby;

12.7.3 tends to bring the game of rugby into disrepute;

12.7.4 conflicts or interferes with the Player's obligations in terms of this agreement.

12.8. Except for his participation in promotional activities as contemplated in clause 3.1.6.4, and despite anything to the contrary in this clause, the Player may not without the prior written consent of the Province, Region or SARFU, as the case may be -

12.8.1 make a public appearance in the colours or with the logo of the Province, the Region or SARFU;

12.8.2 in any way make use of the intellectual property of the Province, the Region or SARFU to publicise, promote and / or market the interests of the Player or any third party;

12.9 The Province, the Region or SARFU may grant its consent as contemplated in clauses 12.8 subject to the payment by the Player of a percentage of the net gains derived by the Player.

12.10 Subject to clauses 12. 8 the Player is entitled to receive full payments and royalties due to him arising from any personal endorsements or sponsorships.

13. Clothing and footwear

13.1 The Province will provide the Player with clothing, footwear and accessories (if any) in terms of the agreements entered into with its sponsors.

13.2 The Player shall be entitled to wear footwear of his choice while training or playing matches and, notwithstanding anything to the contrary contained in clause 12, to receive endorsement fees or other payments for this.⁶

13.3 The Player must wear the clothing of the Province's sponsor when traveling or appearing in public as a member of the Province's squads or teams.

13.4 The Player shall not remove, alter or obscure any logos, brand names or identification devices on the clothing, equipment or accessories provided to the Player by the Province's sponsors or suppliers.

14. Transfers

14.1 Transfers of the Player will be regulated by the transfer regulations of SARFU and / or the IRB as amended from time to time.

14.2 The Province will provide the Player with a copy of the updated regulations on written request by the Player.

15. Number of matches

15.1 A Player shall not be required to play more than 32 matches per year.

15.2 For the purposes of this clause –

15.2.1 a match means all provincial, regional, national or international matches, but excludes club matches;

15.2.2 a Player shall not be deemed to have played a match if he was not on the field for more than 40 minutes of the match;

15.2.3 international and Super 12 matches will take precedence over other matches.

⁶ This clause may be amended by the Free State Cheetahs (Pty) Ltd in order to ensure compliance with its obligations to Adidas

16. Annual leave

16.1 The Player shall be entitled to 24 days' annual leave to be taken when and as directed by the Province.

16.2 The Player shall not be regarded as having taken annual leave if he is unable to perform his services in terms of this agreement due to –

16.2.1 being selected for the national, or any other representative team;

16.2.2 sustaining an injury while training; or

16.2.3 being ill (except where the Player's sick leave allocation has been exhausted)

16.3 Leave will accrue proportionally during the period of this agreement.

16.4 There will be no accumulation of leave from year to year. *(NOTE: THIS CLAUSE MUST BE DELETED IF THE DURATION OF THE AGREEMENT IS NOT MORE THAN ONE YEAR.)*

16.5 Application for permission to take leave shall be made in writing at least 7 days prior to any leave taken in terms of this agreement.

16.6 For the purpose of accruing leave, services rendered to SARFU are considered to be services to the Province. The Player shall disclose to the Province details of any leave granted to him by SARFU during the period of this contract.

16.7 Should the Player, at the Province's request or instruction, forfeit the whole or any part of his leave, the Player shall be entitled, on termination of the contract, to be paid out the value of any leave due to him.

17. Sick leave

17.1 The Player shall be entitled to 14 days' sick leave per year.

17.2 Should the Player miss a match or practice due to illness or injury, or be unable to comply with any of his obligations under this agreement, the Province shall be entitled –

17.2.1 to require the Player to undergo a medical examination by a medical practitioner appointed by the Province to establish the nature and extent of the illness or injury; and

17.2.2 to require disclosure to the Province of the results of the examination.

18. Club rugby

18.1 The Player must be a registered member of a Club within the boundaries of the Province for whom he plays rugby.

18.2 On signature of this agreement the Player must inform the Province of the Club to which he is affiliated. If he is not affiliated to a club in the Province, he must nominate the Club that he wishes to join. If he does not do so, the Province may direct by notice in writing the Club which he must join.

18.3 Despite clause 18.2, and subject to clauses 18.4 and 18.5, the Province may in the interests of securing equitable development of Clubs within the boundaries of the Province, and after consulting the Player, direct that the Player affiliate to one of two Premier League Clubs nominated by the Province, and the Player shall be obliged to join one of the two nominated Clubs.

18.4 The Province may not give a direction as contemplated in clause 18.3 if the Player is already registered with a Club within the boundaries of the Province.

18.5 The Player shall be entitled to refuse to join the Clubs contemplated in clause 18.3 if the Province, in making the nomination, has acted unreasonably taking into account the interests of the Province and the Player, and the need to ensure the equitable development of Clubs within the Province.⁷

18.6 Subject to any rules and regulations governing the transfer of Players, the Player may change his Club only if the Province grants him permission in writing to do so.

18.7 The Province may instruct the Player not to play for or train with his *Club* if, in the Province's opinion, this would interfere with the Player's obligations to the Province.

18.8 The Player must train with or play for his Club if instructed by the Province to do so.

19. Representations by the Player

19.1 By entering into this agreement, the Player represents that –

19.1.1 he is able to perform his obligations in terms of this agreement;

19.1.2 to the best of his knowledge he is in good physical condition and health except, as provided in Schedule 4;

19.1.3 he has disclosed full details, as prescribed by Schedule 5, of any agent(s) whom he has authorised to act on his behalf;

19.1.4 he has not concluded any agreement or undertaking contrary to the terms of this agreement;

19.1.5. The Player acknowledges that he has read and understood the terms of this agreement.

20. Sarpa subscriptions

⁷ In determining the reasonable interests of the Player the distances that the Player must travel in discharging his obligations to his Club and his Province must be taken into account along with other relevant factors.

20.1 For as long as SARPA is recognised by the Province, the Province will deduct from the Player's remuneration and pay to Sarpa the Player's subscription fee.

20.2 If the Player is not a member of SARPA, and for as long as SARPA is recognised by the Province, the Province will deduct from the Player's remuneration and pay to Sarpa an agency fee equivalent to the Sarpa subscription fee.

21. Misconduct

21.1 The Player must conduct himself in a manner consistent with his employment as a rugby Player.

21.2 Subject to SARFU's Disciplinary Code and Procedure, if the Province establishes after a fair procedure that the Player is guilty of misconduct in terms of this agreement, the Province may take appropriate disciplinary action.

21.3 The Province may take the following disciplinary action against the Player –

21.3.1 issue an oral or written warning not to repeat the misconduct;

21.3.2 fine the Player in an amount of not more than R10 000.00 or forty per cent of his monthly taxable remuneration whichever is the greater;

21.3.3 dismiss the player with or without the option of suspension without pay.

21.3.4 impose any other disciplinary sanction prescribed in the disciplinary code.

21.4 If the Player believes that the Province has taken unfair disciplinary action against him in terms of this agreement, the Player may refer a dispute concerning the disciplinary action to final and binding arbitration by an independent arbitrator as contemplated in clause 23 below. It is recorded that the disciplinary action contemplated herein refers to disciplinary action falling outside the scope of SARFU's Disciplinary Rules and Regulations.

21.5 The Player agrees to subject himself to the jurisdiction of any disciplinary tribunal established under the SARFU and / or IRB constitution.

22. Termination by the Player

22.1 Subject to clause 22.2, the Player may terminate this agreement and claim fair compensation if -

22.1.1 the Province breaches a material term of this agreement and fails to remedy the breach within 10 days of receiving written notice to do so;

22.1.2 the Province makes a continued employment relationship impossible.

22.2 Before terminating this agreement for any reason contemplated in this clause, the Player shall first exhaust the grievance procedure set out in Schedule 6 hereto. The grievance procedure will be

deemed to be exhausted if the Player takes the steps set out in the grievance procedure and the Province fails to resolve the grievance within the period specified in such procedure.

23. Disputes

23.1 Any dispute between the Player and the Province involving the interpretation, application or implementation of this agreement, or of any employment law, shall unless otherwise resolved amongst the parties to the dispute, be referred to and determined by final and binding arbitration in terms of this clause.

23.2 Any party to this agreement may demand that a dispute be determined in terms of sub-clause 23.1 by written notice given to the other party.

23.3 The dispute shall be submitted to -

23.3.1 an arbitrator on the IMSSA panel of arbitrators, chosen by agreement of the parties to the dispute, if the dispute is primarily one concerning discipline or dismissal. Provided that, if no arbitrator is available, the parties may choose any other suitable arbitrator by agreement. If they are unable to agree on an arbitrator, the President of the General Council of the Bar will be approached to appoint an arbitrator, and his or her decision will be final.

23.3.2 an Attorney or Advocate of the High Court with background in sports law if the dispute is primarily one concerning promotional activities, other employment, or is of a more technical nature; or

23.3.3 an Auditor if the dispute is primarily one concerning finance or tax.

23.4 Should the parties be unable to agree on an arbitrator, the Director of IMSSA, the President of the Law Society, the President of the General Council of the Bar, or the President of the Institute of Chartered Accountants as the case may be will be approached to appoint an arbitrator.

23.5 The arbitrator shall be entitled to make any appropriate award which will give effect to the provisions of this agreement, any agreement between the Province and the Player, or any other employment law, as well as rule on the procedures applicable to the hearing.

23.6 The parties agree that the decision of the Arbitrator shall be final and binding upon the parties.

23.7 The arbitration shall be held in private within a radius of 10 km of the Province with only the representatives of the parties to the dispute present, and in accordance with the Arbitration Act.

23.8 The parties shall share the costs of the Arbitration.

23.9 The provisions of this clause shall be binding on the parties notwithstanding the termination of this agreement.

24. Confidentiality

As a result of the Player's participation in the team's activities he will acquire information concerning the Province's coaching methods, team drills and playing strategies. This information is confidential and the Player therefore undertakes not to disclose any such confidential information, except to persons connected with the Province who are required to be aware of the information.

25. Relaxation

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

26. Waiver

Waiver by the Province of any right to require performance of any obligation under this agreement shall in no way affect the right of the Province to enforce any provision of this agreement at a subsequent time, and waiver by the Province of any rights arising out of any breach of this agreement by the Player shall not be construed as a waiver of any right arising out of any subsequent breach.

27. Whole Agreement

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

The Player acknowledges that prior to the signing of this agreement he has read and understood and made himself conversant with all the terms and conditions contained in or referred to herein, and that, if required, explanations which may have been called for by him were furnished to him and that he has no objection to signing this agreement and understands and acknowledges the contents hereof.

28. Variation

No addition to or variation, consensual cancellation or novation 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 authorised representatives.

29. Address Domicilia

Should either party serve notice on the other, this shall be done in writing, which may be delivered by hand or set by registered post to the address hereunder and such address will be accepted as the address (domicilium citandi et executandi) for all legal intents and purposes concerning this agreement.

DATED at on this day of

AS WITNESSES

1. _____

For and on behalf of:

(INSERT NAME OF EMPLOYER PARTY)

2. _____

DATED at On this Day of

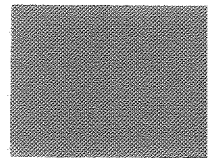
AS WITNESSES

1. _____

(INSERT NAME OF PLAYER)

2. _____

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UNIT2231-004



AGREEMENT OF EMPLOYMENT

entered into between

THE UNITED CRICKET BOARD OF SOUTH AFRICA

and

("THE CRICKETER")

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AJW/ajw/4d/0e/28082001
UNIT2231-004

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1. INTERPRETATION AND PRELIMINARY

The headings of the clauses in this agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this agreement nor any clause hereof. Unless a contrary intention clearly appears -

5

1.1. words importing -

1.1.1. any one gender include the other two genders;

10

1.1.2. the singular include the plural and *vice versa*; and

1.1.3. natural persons include created entities (corporate or unincorporate) and the state and *vice versa*;

15

1.2. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely -

1.2.1. "Act" means the Labour Relations Act No. 66 of 1995, as amended;

20

1.2.2. "authorised sponsor" means one or all of the UCB's event sponsors, currently South African Breweries, MTN and Standard Bank;

25

1.2.3. "the contract period" means the period of employment of the cricketer as set out in Part One of Annexure A hereto, subject to the provisions of clause 4 below;

1.2.4. "cricket team" means the South African national cricket team or South African national cricket squad from time to time;

30

1.2.5. "ICC" means the International Cricket Council;



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UNIT2231-004

Page 3

- 1.2.6. "image" means a likeness captured by any means, including, without limitation, still or motion pictures, video tape, internet, electronically, or through any other medium;
- 1.2.7. "manager" means the manager of the cricket team from time to time; 5
- 1.2.8. "match" means a representative cricket match for South Africa, played under the auspices of the ICC; 10
- 1.2.9. "nominated province" means the province nominated by the cricketer for which he will be playing in the forthcoming cricket season;
- 1.2.10. "the parties" means the UCB and the cricketer; 15
- 1.2.11. "the remuneration" means the remuneration payable to the cricketer as set out in Part Two of **Annexure A** hereto;
- 1.2.12. "statement" means, *inter alia*, 20
- 1.2.12.1. the writing of any article, book, pamphlet, commentary, or any other writing which is published; or 25
- 1.2.12.2. words spoken at a public function; or
- 1.2.12.3. any words which are broadcast in any form of media; or 30
- 1.2.12.4. the granting of interviews for use in any form of media;



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- 1.2.13. "team captain" means the captain of the cricket team from time to time;
- 1.2.14. "termination date" means the date upon which the cricketer's employment by the UCB ceases or is terminated for any reason whatsoever; 5
- 1.2.15. "the UCB" means the United Cricket Board of South Africa, and shall include where appropriate a duly authorised representative of the United Cricket Board of South Africa; 10
- 1.2.16. "the UCB fund" means the medical aid scheme nominated by the UCB from time to time;
- 1.2.17. "this agreement" means this agreement and all annexures thereto; 15
- 1.3. any reference in this agreement to "the date of signature hereof" shall be read as meaning a reference to the date of the last signature of this agreement; 20
- 1.4. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the agreement; 25
- 1.5. when any number of days is prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday; 30
- 1.6. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;



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- 1.7. expressions defined in this agreement shall bear the same meanings in schedules or annexures to this agreement which do not themselves contain their own definitions;
- 1.8. reference to day/s, month/s or year/s shall be construed as Gregorian calendar day/s, month/s or year/s; 5
- 1.9. where any term is defined within the context of any particular clause in this agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this agreement, notwithstanding that that term has not been defined in this interpretation clause; 10
- 1.10. the expiration of this agreement shall not affect such of the provisions of this agreement as expressly provide that they will operate after any such expiration or which of necessity must continue to have effect after such expiration notwithstanding that the clauses themselves do not expressly provide for this. 15
2. **RECORDAL** 20
- 2.1. The UCB controls and manages the game of cricket in South Africa and strives to promote, advance and develop the game of cricket for the benefit of all the people of South Africa. 25
- 2.2. The cricketer is a professional cricket player, and wishes to be employed as such by the UCB.
- 2.3. The parties wish to record their agreement of employment and co-operation in writing. 30



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3. APPOINTMENT OF CRICKETER

With effect from the first day of the contract period, the UCB employs the cricketer, and the cricketer agrees to be employed by the UCB, subject to the terms and conditions set out in this agreement.

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4. PERIOD OF EMPLOYMENT

4.1. The cricketer's employment shall be deemed to have commenced on the first day of the contract period, and shall terminate at the conclusion of the contract period.

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4.2. Notwithstanding the provisions of clause 4.1 above, the UCB may be entitled to terminate the cricketer's employment summarily (or on such other basis as it considers appropriate) should the cricketer :-

4.2.1. be guilty of conduct which is likely to bring himself, the UCB or the game of cricket into disrepute, including, without limitation, any form of dishonesty; and/or

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4.2.2. commit a breach of any of the material terms of this agreement; and/or

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4.2.3. be finally convicted (i.e. after the legal process has taken its full course) of a criminal charge; and/or

4.2.4. fail to comply with any reasonable directives given to him by the manager, team captain or UCB acting through its duly authorised representative; and/or

25

4.2.5. fail to abide by the code of conduct of the UCB or the code of conduct of the ICC.

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4.3. The parties acknowledge that in exercising their rights to terminate this agreement in terms of this clause 4, they are bound to comply with the requirements of fair labour practice.



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5. **EFFECT OF TERMINATION OF EMPLOYMENT**

The termination of the cricketer's employment for any reason whatsoever shall not affect the operation of any provisions of this agreement to the extent to which they confer rights or impose obligations upon the parties which are expressly exercisable or enforceable after the termination date, and such provisions shall to that extent continue to be of full force and effect. The termination of the cricketer's employment shall furthermore not prejudice any rights which have accrued to the parties as at the termination date.

6. **SUSPENSION OF EMPLOYMENT**

If the UCB suspects that the cricketer is involved in or implicated in the conduct referred to in clause 4.2 above, or any other conduct which may, if proved, justify disciplinary action including dismissal, the UCB may, pending an investigation into the alleged conduct in question, but without prejudice to its right of summary dismissal in terms of clause 4.2 above, and without giving rise to any claim for damages or otherwise against it, suspend the cricketer, during which suspension the cricketer shall be entitled to the remuneration.

7. **REMUNERATION**

In consideration for the cricketer fulfilling his obligations in terms of this agreement, the UCB agrees and undertakes to pay the cricketer the remuneration.

8. **DUTIES AND OBLIGATIONS OF THE CRICKETER**

8.1. In consideration for the remuneration, the cricketer agrees and undertakes during the contract period :-

8.1.1. to be available at all times to play matches;

8.1.2. to use his best endeavours at all times to maintain his fitness, form and health in order to ensure his availability for regular selection for South Africa for matches so as to enable him to perform to his maximum ability;

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- 8.1.3. to attend all practice sessions, including, without limitation, training camps, punctually and promptly, as may be required by the team captain and/or the manager and/or a duly authorised representative of the UCB; 5
- 8.1.4. to obey the reasonable directives of the team captain and manager and a duly authorised representative of the UCB;
- 8.1.5. to be bound by the rules and regulations of the UCB in respect of the advertisement exposure on clothing and equipment in matches; 10
- 8.1.6. to wear clothing provided by UCB or an authorised sponsor during matches; 15
- 8.1.7. to wear T-shirts and such other clothing as may be supplied by the UCB or an authorised sponsor, as directed by the manager and/or a duly authorised representative of the UCB, at all cricket practices and pre-match warm-ups on the field of play, and to wear the national cricket blazer at all after-match functions or other presentation ceremonies, if requested to do so by the manager; 20
- 8.1.8. to dress both on and off the field during the course of matches in accordance with the requirements of the manager and/or a duly authorised representatives of the UCB. On the field of play during matches, the cricketer shall, subject to clause 8.1.6 above, wear only South African colours. The cricketer further agrees to dress in accordance with the instructions of the manager and/or a duly authorised representative of the UCB in regard to any social functions or events which he may be required to attend by the UCB; 25 30



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- 8.1.9. to comply with all the rules, by-laws, playing conditions or codes of behaviour governing matches and specific competitions;
- 8.1.10. not to play in any cricket match or competition without the written consent of the UCB being obtained, save for playing in matches as envisaged by this agreement, and for playing in league cricket under the jurisdiction of the nominated province and inter-provincial cricket under the jurisdiction of the UCB; 5
- 8.1.11. 10
- 8.1.11.1. not to make any statement to any form of media (which shall include, without limitation, print media, television and radio), or any other public statement which would bring himself, the UCB or their official office bearers or the game of cricket into disrepute; or 15
- 8.1.11.2. not to make any statement which is critical of the UCB or its affiliated members, the umpires or players and officials of other countries through the aforementioned media, without the prior consent of the UCB; 20
- 8.1.12. in regard to any statements which the cricketer does make through the media and which are not contrary to the provisions of clause 8.1.11 above, the cricketer endeavours to acknowledge the authorised sponsors in regard to matches; 25
- 8.1.13. that the provisions of clause 8.1.11 above shall be binding on the cricketer throughout the contract period and for a further period of 6 (six) months thereafter; 30



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- 8.1.14. to address all complaints, observations or requests which he may have arising from matches, or which may arise from the implementation of this agreement, in the first instance through a duly authorised representative of the UCB; 5
- 8.1.15. to diligently, faithfully and honestly serve the UCB and use his best endeavours to promote the game of cricket and the good name and reputation of the UCB;
- 8.1.16. that he shall not participate in any form of handling, selling or taking of drugs or substances which are unlawful in terms of South African legislation, and any breach of this clause 8.1.16 shall entitle the UCB to terminate the cricketer's employment summarily in accordance with the provisions of clause 4 above or take such other action as shall be appropriate in the circumstances; 10 15
- 8.1.17. to be subject to and abide by the code of conduct of the UCB at all times; 20
- 8.1.18. to be subject to and abide by the code of conduct of the ICC at all times;
- 8.1.19. in respect of cricket development and marketing activities :- 25
- 8.1.19.1. the cricketer grants to the UCB and authorised sponsors, on a non-exclusive basis, during the contract period, for the above purposes, the right for the UCB and authorised sponsors to use the cricketer's name, image and/or any reproduction thereof, and/or the reproduction of his signature or voice in or on any materials, including, without limitation, sound recording and reproduction devices, posters, photographs, 30



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pamphlets, brochures and programmes, which have been prepared for use by or on behalf of the UCB or its authorised sponsors;

8.1.19.2. the cricketer agrees:-

5

(a) to perform all obligations as are required of him in terms of the agreements concluded between the UCB and the respective authorised sponsors provided that a duly authorised representative of the cricket team or a vehicle chosen to represent the interests of the players of the cricket team has been consulted in respect of such obligations;

10

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(b) to represent the UCB at such functions as the UCB may direct and to make himself available for any cricket development and marketing activities, including television, radio and other appearances as required by the UCB in regard to those sponsors or suppliers with which the UCB is involved, at such places and times as the UCB may reasonably require, provided that due notice has been given to the cricketer, and shall :-

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25

(i) participate in such photographing, filming, television, recording and private and public appearances as the UCB may direct; and

30

(ii) sign autographs and do all other such things as may reasonably be required of him by the UCB,

provided that the cricketer shall only be required to represent the UCB and make himself available in terms of this clause 8.1.19.2.(b) a maximum of twice per annum;

(c) to perform all such obligations as are required of him in terms of an agreement concluded between the UCB and the SA Cricket Team Trust;

8.1.20. that he shall not :-

8.1.20.1. bet, or induce or encourage any other person to bet on any match or series of matches, or on any event connected with any match or series of matches whatsoever ("any event"), or on any performance, non-performance, or activity of any party associated with any match or series of matches, or offer, or induce or encourage any other person to offer the facility for such bets to be placed;

8.1.20.2. contrive or influence, or attempt to contrive or influence the result of any match or series of matches or any event or any performance, non-performance, or activity of any party associated with any match or series of matches;



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- 8.1.20.3. fail to perform on his merits, or induce or encourage any other player not to perform on his merits in any match owing to an arrangement relating to betting on the outcome of any match or series of matches or on any event or any performance, non-performance, or activity of any party associated with any match or series of matches; 5
- 8.1.20.4. accept from another person any money, benefit or other reward (whether financial or otherwise) for the provision of any information concerning the weather, the teams, the state of the ground, the status of, or the outcome of, any match or series of matches or any event or any performance, non-performance, or activity of any party associated with any match or series of matches, unless such information has been provided to a newspaper or other form of media in accordance with an obligation entered into in the normal course and disclosed in advance to the UCB; 10 15 20
- 8.1.20.5. accept or provide any money, benefit or other reward (whether financial or otherwise) which could bring him, the UCB or the game of cricket into disrepute; 25
- 8.1.20.6. accept any approaches from another person to engage in conduct such as that set out in clauses 8.1.20.1 to 8.1.20.5 above, 30

and any breach of this clause 8.1.20 may entitle the UCB to terminate the cricketer's employment summarily in



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accordance with the provisions of clause 4 above or take such other actions as shall be appropriate in the circumstances;

8.1.21. to inform the UCB immediately should he :-

8.1.21.1. receive approaches, or become aware that any other player or individual has received approaches such as those set out above; or

8.1.21.2. become aware that any other player or individual has engaged in conduct such as that set out in clauses 8.1.20.1 to 8.1.20.5 above; or

8.1.21.3. receive, or become aware that any other player or individual has received threats or promises of any nature which might induce him to engage in conduct such as that set out in clauses 8.1.20.1 to 8.1.20.5 above,

and any breach of this clause 8.1.21 may entitle the UCB to terminate the cricketer's employment summarily in accordance with the provisions of clause 4 above or take such other actions as shall be appropriate in the circumstances.

8.2. The cricketer shall :

8.2.1. be obliged, by 28 February 2002, to select in writing his nominated province, and notify the UCB of such selection;

8.2.2. be obliged to play in all provincial matches or fixtures for which he is selected when he is not on national duty; and



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8.2.3. be obliged to play all club matches or fixtures for which he is selected when he is not on national or provincial duty.

Notwithstanding anything to the contrary herein, the nominated province shall have full disciplinary powers over the cricketer whilst he is doing provincial or club duty in terms of clauses 8.2.2 and 8.2.3 above.

8.3. If the cricketer's contract with the UCB is not renewed after the termination date, the cricketer shall be obliged to thereafter fulfill his outstanding contractual obligations with the nominated province. If the cricketer fails to fulfill these outstanding contractual obligations, which constitutes a breach of his agreement with the nominated province, or if the cricketer materially breaches his agreement with the nominated province in any other way, and the nominated province cancels that provincial agreement as a result thereof, the cricketer shall not be entitled to represent any other province under the jurisdiction of the UCB for the unexpired period of the provincial agreement which he has breached. This conduct will in any event constitute a material breach of this agreement.

8.4. It is expressly recorded that the cricketer shall be entitled to enter into sponsorship agreements other than through the UCB. The cricketer expressly acknowledges that, save with the prior written consent of the UCB, any outside sponsorship shall not in any way be in conflict with those sponsors and/or suppliers who sponsor or supply the cricket team or the UCB, nor shall such outside sponsorship prevent the cricketer from fulfilling his duties and obligations to the UCB in terms of clauses 8.1 and 8.2 above. The cricketer undertakes to provide the UCB with such particulars as the UCB reasonably requires in respect of any such outside sponsorship.

9. DRUG TESTING

The cricketer acknowledges that it is an inherent requirement of being an international and/or provincial cricketer that he is free of any prohibited



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performance enhancing drugs or other illegal substances in terms of the UCB's Doping Policy. The cricketer therefore consents to subject himself to any doping test in accordance with the UCB's Doping Policy as and when required by the UCB.

5

10. MEDICAL AND OTHER EXPENSES

10.1.

10.1.1. The UCB undertakes to contribute, during the contract period, 50% (fifty per cent) of the monthly medical aid premium pertaining to a single member with no dependants, based on the UCB fund premium. The cricketer has the option of joining the UCB fund or taking out his own personal medical aid cover.

10

10.1.2. In the event of the cricketer taking out his own personal medical aid cover, the UCB will only pay to the cricketer the contribution referred to in clause 10.1.1 above. All medical accounts in this regard are to be submitted by the cricketer to his own personal medical aid society for settlement. The cricketer is to ensure that his personal address is given to the supplier of the medical service. Should medical bills be received by the UCB the amount will be paid by the UCB on behalf of the cricketer and deducted from the remuneration. The onus is on the cricketer to submit claims timeously in order to benefit from such cover. The UCB will not be held responsible for late claims.

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10.1.3. The UCB shall, however, be liable for any amount not paid by the cricketer's medical aid society for cricket-related injuries, on presentation of the relevant medical account.

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10.2. The UCB undertakes to provide at no cost to the cricketer, a physiotherapist of the UCB's choice for treatment of injuries sustained by the cricketer whilst performing his duties in terms hereof.



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10.3. Whilst participating in a home or away series, the UCB will take out insurance cover for the cricketer relating to cricket equipment to the maximum value of R10 000 (ten thousand rand). Any additional cover required is the cricketer's responsibility and for his own account.

5

11. INDEMNITIES

11.1. The UCB indemnifies the cricketer in respect of any claim made against the cricketer by any member of the public arising from any injury suffered by such member of the public whilst :-

10

11.1.1. the cricketer is practising either in the nets or on the ground;

11.1.2. the game is in progress and the cricketer is on the field of play;

15

11.1.3. the game has ended and the cricketer is making his way from the field of play to the official change room,

unless such claim arises from the gross negligence or intentional act of the cricketer.

20

11.2. The UCB indemnifies the cricketer against any legal costs arising out of any claim as set out in clause 11.1 above.

12. PRIZE MONEY

25

All prize money which the cricketer may receive from any match sponsors in respect of the matches in which the cricketer takes part and any other amounts received from other sponsors to which the cricketer has received the consent referred to in clause 8.4 above, shall be for the cricketer's own benefit.

30

13. TAX

The cricketer shall be liable for all income tax and other taxes payable by him in respect of amounts received from the UCB or earned by him in terms of this



agreement and it shall be the cricketer's obligation to submit proper returns to the South African Revenue Service in respect thereof.

14. BREACH OF AGREEMENT BY THE CRICKETER

14.1. In addition to the rights granted to the UCB in terms of clause 4.2 above as read with clauses 5 and 6 above, should the cricketer :- 5

14.1.1. be guilty of conduct which is likely to bring himself, the UCB or the game of cricket into disrepute or is convicted of an offence involving dishonesty; and/or 10

14.1.2. commit a breach of any of the terms of this agreement; and/or

14.1.3. be finally convicted (i.e. after the legal process has been finally concluded) of a criminal charge; and/or 15

14.1.4. fail to comply with any direction given to him by the manager, team captain or UCB acting through its duly authorised representative; and/or 20

14.1.5. fail to abide by the code of conduct of the UCB or that of the ICC,

the UCB may have the right to :- 25

(a) impose a penalty and/or a monetary fine commensurate to the relevant conduct on the cricketer; and/or

(b) sue the cricketer for specific performance. 30

14.2. The manager acting together with the UCB's duly authorised representative shall have the discretion and right to impose any or all the



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steps set out under this clause 14 and their decision shall be binding until ratified or overruled by the UCB.

15. **BREACH OF AGREEMENT BY THE UCB**

In the event of the UCB committing a material breach of the terms and conditions hereof and failing to remedy the same within 21 (twenty one) days of written notice calling attention to such breach, then the cricketer shall have the right to sue the UCB for specific performance in terms of this agreement. 5

16. **LEAVE**

The cricketer shall be entitled to take leave after consultation with the UCB. The decision to grant leave remains the sole and unfettered discretion of the UCB, which will be exercised taking into account the interests of the UCB and the cricketer. 10

17. **GENERAL**

17.1. No remedy granted by this agreement shall exclude any other remedy available at law. 15

17.2. No amendment of this agreement or any consensual cancellation thereof or any part thereof shall be binding on the parties unless reduced to a written document and signed by them. 20

17.3. If any of the terms of this agreement are varied, the other terms shall, unless otherwise agreed in writing, remain of full force and effect. 25

17.4. No relaxation or indulgence which the UCB may show to the cricketer shall in any way prejudice or be deemed to be a waiver of its rights hereunder nor shall such relaxation or indulgence preclude or estop the UCB from exercising its rights in terms of this agreement in respect of any further breach. 30

17.5. The UCB shall be entitled to cede and delegate all or any of its rights and obligations under this agreement to the successor in title of its



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undertakings, whether such cession and delegation takes place before or after the termination date.

18. SEVERABILITY

Any provision in this agreement which is or may become illegal, invalid or unenforceable shall be in effective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of this agreement, without affecting the validity or enforceability of the remaining provisions.

19. DOMICILIA CITANDI ET EXECUTANDI

19.1. The parties choose as their *domicilia citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses :

19.1.1. The UCB:

Physical: Wanderers Club
21 North Street
ILLOVO
2196

Postal: P O Box 55009
Northlands
2116

Telefax: (011) 880-6578

19.1.2. The cricketer: as set out in Part Three of Annexure A hereto;

19.2. Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax.



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- 19.3. Either party may by notice to the other party change the physical address chosen as its *domicilium citandi et executandi* to another physical address where postal delivery occurs in the Republic of South Africa or its postal address or its telefax number, provided that the change shall become effective on the 7th business day from the deemed receipt of the notice by the other party. 5
- 19.4. Any notice to a party -
- 19.4.1. sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its *domicilium citandi et executandi* to which post is delivered shall be deemed to have been received on the 14th business day after posting (unless the contrary is proved); 10
- 19.4.2. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or 15
- 19.4.3. sent by telefax to its chosen telefax number stipulated, shall be deemed to have been received on the date of despatch (unless the contrary is proved). 20
- 19.5. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*. 25



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SIGNED by the parties and witnessed on the following dates and at the following places respectively :

<u>DATE</u>	<u>PLACE</u>	<u>WITNESS</u>	<u>SIGNATURE</u>
		1. _____	For: THE UNITED CRICKET BOARD OF SOUTH AFRICA
_____	_____		_____
		2. _____	
		1. _____	
_____	_____		_____
		2. _____	THE CRICKETER





Mnr. Willie Green, een van die valskermerspringers wat tydens 'n Kerspartytjie beseer is, lê in die Pretoriase Akademiese Hospitaal. By hom is sy vrou, Amanda, en sy kinders, Wilandi (3, links) en Vanessa (6), wat op mev. Green se skoot sit.

Foto: LEON BOTHA

Valskermerspringers beseer op Kersparty

Michelle Pieters
mpieters@beeld.com

'n Valskermerspringer in 'n Kersvader-pak en sy vriend in 'n kabouterpak is op 'n Kerspartytjie voor tientalle kinders in 'n woonwapark ernstig beseer toe hulle tydens hul landing dieselfde boom getref en grond toe geval het.

Mnr. Dennis Howe (34), wat 'n Kersvader-pak aangehad het, is in 'n ernstige toestand in die waakeenheid van die Pretoriase Akademiese Hospitaal. Sy vriend, mnr. Willie Green (29), wat in die kabouterpak gespring het, is in 'n stabiele toestand in dieselfde hospitaal.

Howe se vrou, Miemie, het gister vertel dat die veiligheidsonderneming vir wie haar man en Green werk Saterdagmiddag 'n Kerspartytjie by die Joos Bekker-woonwapark in Mayville gehou het.

Die kinders se geskenke was voor by Howe se Kersvader-pak ingepron.

Green het gister uit sy hospitaalbed vertel dat Howe eerste gespring het. 'n Sterk wind het vermoedelik veroorsaak dat hy 'n boom getref het.

Green het dit gesien en geprobeer om sy valskerm meer links te draai. Dit was vergeefs en hy het in dieselfde "turbulensie" beland. Hy het ook die boom getref.

Albei mans het voor hul kin-

ders, kollegas en vroue uit die boom grond toe geval.

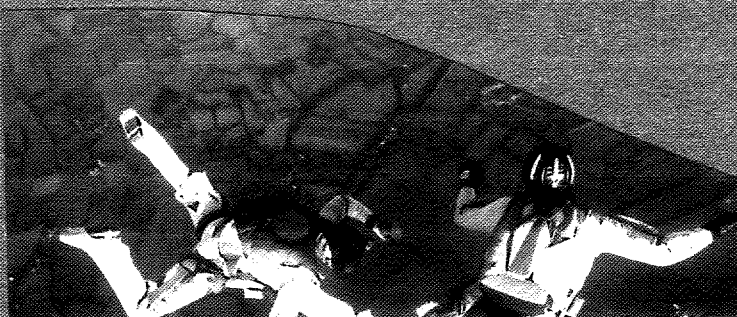
"Dit het alles so vinnig gebeur. Die ergste was dat die kinders dit gesien het," het mev. Howe gesê.

Volgens haar was hul drie kinders histories "toe hulle hul pa sien val. Hulle het dadelik begin huil," het sy gesê.

Haar man het reeds meer as sewehonderd spronge gedoen. Hy het sy pols, sleutelbeen en bekkenbeen gebreek. Sy gebreekte ribbe het deur sy long-gesteek. Hy het teen gistermiddag nog nie sy bewussyn herwin nie.

Green het sy twaalfde rugwerwel gekraak en sy bobeen gebreek. Hy sou gistermiddag opereer word. Hy het al meer as seshonderd spronge gedoen.

Bedd Maandag 21 Desember 1998



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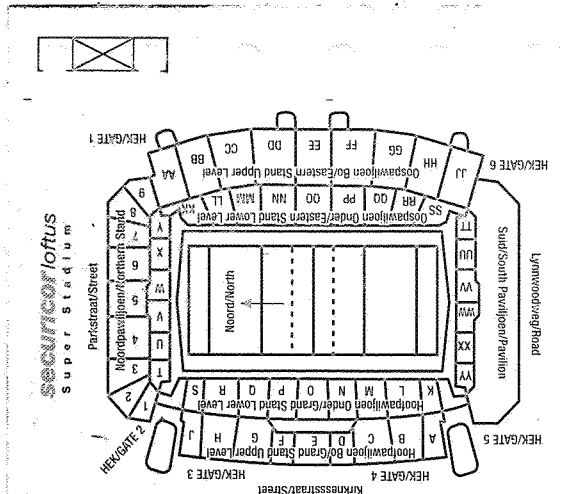


Tim Mace

Chris Dales

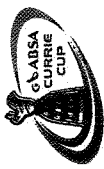
Tim Mace and Peter Lawson of the Pretoria Skydiving Club, and Chris Dales of Durban, were part of an international group of 357 skydivers who made the largest free-fall formation dive in Thailand recently. Skydivers of World Team '04 were united in a formation 3 048 metres above Takli Airbase, in Thailand's Nakhon Ratchasima province, nearly 250 kilometres northeast of Bangkok. The team entered the World Air Sports Federation (FAI) and Guinness record books by building the world's largest freefall formation of 357 skydivers who were linked for six seconds while freefalling at 180km/h. For the record to be declared valid, the group had to all be in formation and holding hands for at least three seconds, said spokesman Neeve Oosthuizen. The record was declared official by the Federation Aeronautique (FAI) and the Guinness Book of Records. Skydivers taking part in the event were there by invitation only – an indication that only the cream of the crop participated.

"E"
426



- BBM**
- VERKOOPVOORWAARDES**
1. Die Maatskappy aanvaar geen aanspreeklikheid in die geval waar 'n kaartjie verlore word nie en verlore kaartjies sal nie vervang word nie.
 2. Hierdie kaartjie moet getoon word by die toepaslike ingangspunt en op aandrang van enige amptenaar van die Maatskappy.
 3. In die geval van enige kansellasie van wedstryde sal geen terugbetaling geskied nie.
 4. Reg van toegang word voorbehou. Geen alkohol, radios, bottels, blikkies, glase, beuels, klappers, harde koelhouers, vuurwapens of enige gevaarlike voorwerpe word in die stadion toegelaat nie.
 5. Geen amptenaar of agent van die Maatskappy sal aanspreeklik gehou word vir die verlies van enigiets, besittings of stasie van enige aard wat die houer van hierdie kaartjie mag hê.
 6. Die BBM probeer verseker dat die houer van hierdie kaartjie die aangeduide sitplek behou, maar behou die reg voor om die sitplek om te ruil indien nodig.
 7. Toegang tot die stadion word verleen op die kaartjiehouer se eie risiko.
- BBC**
- CONDITIONS OF SALE**
- The Company is not responsible for lost tickets and they will not be replaced. This ticket must be produced at the appropriate access points and on demand by any official of the Company. In the event of any cancellations of matches, no refund will be made. Right of admission is reserved. No alcohol, radios, bottles, tins, glasses, bugles, crackers, cool boxes, firearms or other dangerous objects are allowed in the stadium. The Company, its officials or agents will not be liable for any loss, injury or damage howsoever caused to the holder of this ticket. The BBC does its best to ensure that the holder of this ticket is given the seat indicated on the ticket, but the company reserves the right to substitute the seat with another if deemed necessary. Admission to stadium is granted at the ticketholders own risk.

BRANDTEX (011) 474-4313



Hekbeampte/Gatekeeper



RIGHT OF ADMISSION RESERVED
We have the right to search all patrons entering the stadium valid for the day of the game only.

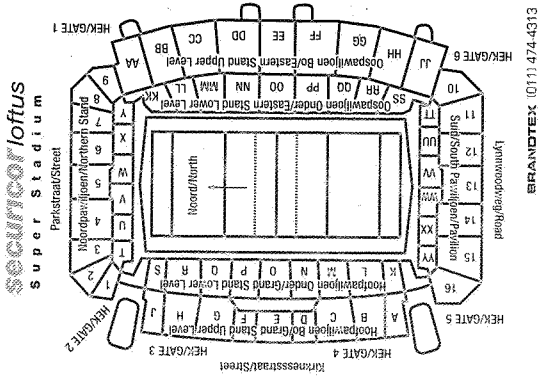


MOENIE AFSKEUR NIE
DO NOT TEAR OFF

Agterkant van Kaartjie met
Standaardklousules op gedruk.

Ongedrukte voorkant van
Kaartjie.


"F"
425



BLUE BULLS
VERKOOPSVOORWAARDES
Die waatskappy aanvaar geen aanspreeklikheid in die geval waar 'n kaartjie verloor word nie en verlore kaartjies sal nie vervang word nie. Hierdie kaartjie moet getoon word by aandrang van enige amptenaar van die waatskappy.


BLUE BULLS
HOSPITALITY CLAUSE
No holder of this ticket shall be entitled to sell, alienate, donate, transfer, or in any way dispose of this ticket to any person, firm, association, company, close corporation, or other entity or association which directly or indirectly conducts the business of providing hospitality services and/or travel agency unless such permission has been granted exclusively by Blue Bulls Company or Blue Bulls Rugby Union. Blue Bulls Company or Blue Bulls Rugby Union reserves the right to cancel this ticket forthwith for no consideration of the provisions of this clause and, in that event, to refuse the holder of this ticket admission to the stadium.

BLUE BULLS
CONDITIONS OF SALE
1. The Company is not responsible for lost tickets and lost tickets will not be replaced.
2. This ticket must be produced at the appropriate access points and on demand by any official of the Company. In the event of any cancellations of matches, no refund will be made.
3. Entry to the stadium will be denied to persons under the influence of alcohol, in possession of alcoholic drinks, carrying-cans, refreshment bags, radios, fire-arms or any dangerous objects.
4. The Union, its officials or agents will not be liable for any loss, injury, or damage howsoever caused to the holder of this ticket.
5. Right of admission reserved. The Blue Bulls Company does its best to ensure that the holder of this ticket is given the seat indicated on his ticket, but the Company reserves the right to substitute the seat with another if deemed necessary.




SA RUGBY.

securicor



WRU

Hekbeempte/Gatekeeper



MOENIE AFSKEUR NIE
DO NOT TEAR OFF

Agterkant van Kaartjie met standaardklousules op gedruk.

Ongedrukte voorkant van Kaartjie.

RIGHT OF ADMISSION RESERVED
We have the right to search all patrons entering the stadium. Valid for the day of the game only.

|| G ||
426

Agterkant

Voorkant

VOORWAARDES:

1. Geldig slegs vir 'n enkele toegang vir een volwassene.
2. Die kaartjies moet by die toegangshek en op versoek van enige beampte van die Expo getoon word.
3. Reg van toegang voorbehou.
4. Toegang op eie risiko. Die Expo, sy prinsipale, agente, assosiate en werknemers word vrygestel van enige aksie hoegenaamd, hetsy gegronde op nalatigheid of nie, ingestel deur die skouganger, sy of haar erfgename, of enige ander derde party.

CONDITIONS:

1. Valid only for a single admission for one adult.
2. The ticket must be shown at the entrance and on request by any official of the Expo
3. Right of admission reserved.
4. Admission at own risk. The Expo, its principals, agents, associates and employees are exempted from any action whatsoever, whether based on negligence or not, instituted by the show visitor, his or her heirs, or any other third party.

VOLWASSENES/ADULTS

1292

**30 JULY -
1 AUGUST 2004**



**STYWE LYNE
TIGHT LINES**

SIEN KEERSY / SEE REVERSE

STYWE LYNE

Agterkant

Voorkant

VOORWAARDES:

1. Parkering op eie risiko.
2. Elke voertuig moet 'n permit toon op aanvraag van beampte.

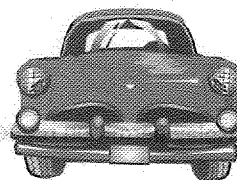
CONDITIONS:

1. Parkering at own risk.
2. Each vehicle must display permit on request.



1143

**PARKERING
R5.00**



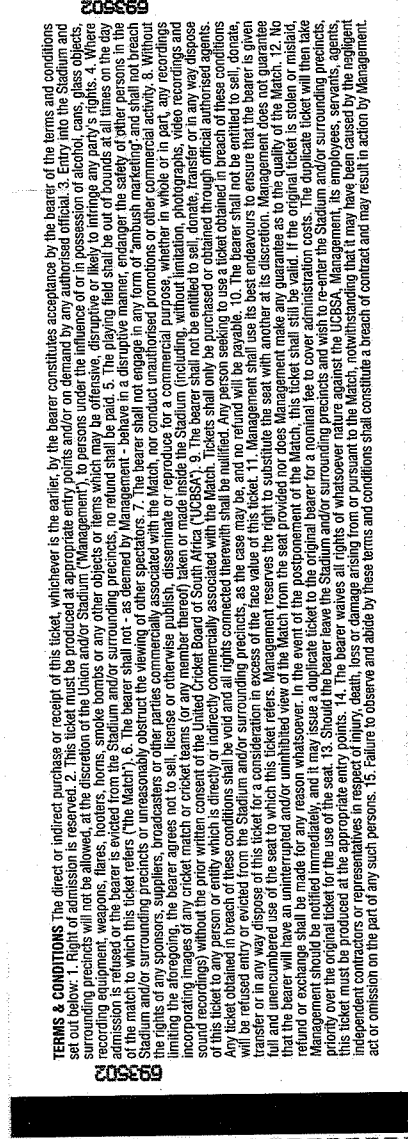
SIEN KEERSY

PARKERING

"H" 427



Ongedrukte voorkant van ongebruikte toegangskkaartjie



Agterkant van Ongebruikte toegangskkaartjie met standaard gedrukte "Terms and Conditions"

" I "
428

PRETORIA SKYDIVING CLUB
www.iloveskydiving.co.za
Club Membership Application 2004

PLEASE PRINT CLEARLY

Name:

Surname:

Date of Birth: Telephone Number:

Please complete a computer update form if any of your particulars have changed recently

PAYMENTS

All jumps manifested are payable in advance - no exceptions. Prices advertised are cash discounted prices. Other forms of payment accepted are:

Internet Transfer: Same as cash discounted price if paid into account before the weekend. Bring deposit slip with or fax through before the weekend. In certain circumstances where the transfer is made after the weekend the amount payable will be the normal price not the cash discounted price.

Credit Card (Visa, Master Card, Visa Electron and Maestro):

Leave credit card with manifest officer when manifesting for your jump. Jump prices are normal prices.

Cheque Payment:

Due to the clearance period of 14 days **NO** cheques can be accepted. Cheques paid into the account before the weekend for jumping will be charged at normal jump prices and your account at manifest will only be credited once the cheque is cleared. (This means you can't jump against the cheque until it has been cleared.) All charges for the cheque deposit are for your account.

Refunds:

All credits at the end of the weekend can be carried over, or if you prefer the money will be refunded. No refund will be given for any amounts not yet cleared by our bank. Any refund for a credit card payment will be refunded against the relevant credit card.

INDEMNIFICATION AND CONSENT

PLEASE READ

I declare that I am at my sound and sober senses and that the above information is correct. Parachuting and skydiving is of a potentially hazardous nature and by participating therein, persons due put themselves at risk of either injury or death. I hereby indemnify the organisers and staff of Pretoria Skydiving Club, instructors and chief instructor, tandem masters, packers, dropzone operators, aircraft operators and crew, against any civil or criminal action directly or indirectly resulting from injury or fatality which has anything to do with any of the normal disciplines, operations or procedures, connected to or relevant to the sport of parachuting. I am fully aware of the limitations of any dropzones and declare that registering for a tandem, first jump or sport parachuting is done so at my own free will, and I accept the conditions laid down by the organisers. I therefore also undertake to abide by the basic safety regulations, the rules, regulations and procedures as laid down by PASA / ADZO. (Parachute association of South Africa / Association of Dropzone Operators.)

I have read and accept all of the above

Signed at _____ on this the _____ day of _____ year _____

PRINT NAMES: _____ SIGNATURE _____

WITNESS NAME: _____ SIGNATURE _____

" J " 429

Chutist critical after jump accident

Lynne Altenroxel
STAFF REPORTER

In what has been described as a break accident, a 29-year-old man was critically injured while skydiving over Pretoria when his parachute apparently knocked him out as it opened.

Ted Summerlee of Kempton Park was skydiving at Wonderboom Airport around 2 pm yesterday when officials noticed "some-

thing was wrong" - his parachute had opened and was fully operational but started to spin out of control as he descended.

According to Peter Lawson, owner of Pretoria Skydiving Club, it is believed that Mr Summerlee's parachute knocked him out when it opened.

At this stage officials are at a loss to explain why else he would start "spiralling" or why Mr Summerlee, who had more than

300 jumps to his name, would not have used his emergency parachute.

"We can only speculate at this stage," Mr Lawson said.

"There wasn't anything wrong with the parachute, there was just no control of it."

Officials who saw that Mr Summerlee did not hold on to the parachute to control the jump, rushed to his aid as soon as he landed.

Mr Summerlee broke both his

legs, suffered a "bad cut" to his chin and was unconscious when he was found. He was taken to the Eugene Marais Hospital in a critical condition.

The accident follows a similar incident at Wonderboom Airport last year when a skydiver died after apparently failing to open his emergency parachute.

Earlier this year, another Pretoria skydiver was killed when she landed on electric cables.

Pretoria News 30/11/1998

Man val hard, maar niks skort met valskerm

Beeld 30/11/98

Michelle Pieters
mpieters@beeld.com

'n Ervare valskerm-springer is in 'n ernstige toestand in 'n hospitaal nadat hy gister tydens 'n valskerm-sprong by die Wonderboom-lughawe vermoedelik sy bewussyn in die lug verloor en met 'n oop valskerm na benede gestort het.

Mnr. Ted Summerlee (29) het sowat driehonderd spronge agter die rug. Hy is in die Eugene Marais-hospitaal in Pretoria opgeneem waar hy behandel word vir twee gebreekte bene, beserings aan sy ribbes en gesig. Sy kakebeen is ook gebreek.

Mnr. Peter Lawson, mede-eienaar en bestuurder van die Pretoriase Valskermklub, het gister gesê Summerlee was gistermiddag omstreeks halfdrie besig met 'n roetine-sprong toe die ongeluk gebeur het. Sy valskerm het op 1 000 m ten volle oopgegaan.

Daar word vermoed dat die rukslag wat met die oopgaan van die valskerm gepaard gaan veroorsaak het dat hy sy bewussyn verloor het. Hy het daarna glad nie sy valskerm gestuur nie en ook nie die noodvalskerm getrek nie. Die valskerm het 'n spiraal gevorm en Summerlee het langs 'n aanloopbaan op gras te lande gekom.

Lawson het gesê dit was 'n fratsongeluk. Daar was niks fout met Summerlee se valskerm nie. Hy kan net bespiegel dat Summerlee sy bewussyn tydens die sprong verloor het.

Volgens Lawson is Summerlee 'n gereelde en ervare valskerm-springer by die Pretoriase Valskermklub.

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Frontispiece iii

WARNING

IMPORTANT NOTICE

Sport parachuting or skydiving is a potentially hazardous activity that could result in serious injury or death.

This Manual of Procedures provides basic rules, standards and recommendations for the conduct of safe and enjoyable skydiving. It is not intended to be all inclusive, but rather the basic essential information. Skydivers are encouraged to research further and to ask their Chief Instructor or Safety Officer, Jumpmaster, Instructor, Instructor/Examiner for additional information or clarification.

EACH INDIVIDUAL PARTICIPANT, REGARDLESS OF EXPERIENCE, HAS THE FINAL RESPONSIBILITY FOR HIS OR HER OWN SAFETY.

An individual's safety can be enhanced by exercising proper precautions and procedures. This publication contains some of the knowledge and practices that, in the opinion of PASA, will promote the safe enjoyment of skydiving.

It is the responsibility of each student to ask whatever questions are necessary for him or her to have a thorough understanding of the actions and procedures that he or she must perform in order to make a safe jump. Each skydiver has the responsibility to exercise certain practices and perform certain actions to maintain safety for himself or herself and for other people.

PASA issues various licenses, ratings and appointments and provides various types of information, advice and training. PASA can suspend or revoke any rating, award, appointment or membership.