SWIMMING SOUTH AFRICA
NATIONAL TEAMS

ATHLETE & TEAM OFFICIAL
AGREEMENT

Contents

APPENDIX 1: TERMS & CONDITIONS 4
1. DURATION 4
2. NO EMPLOYMENT 4
3. SSA CONSTITUTION 4
4. PRECEDENCE 4
5. ELIGIBILITY FOR SELECTION & PARTICIPATION 5
6. BENEFITS 5
7. TRAVEL TO & FROM THE COMPETITION 5
8. ACCOMMODATION AT THE EVENT 5
9. CONDUCT 5
10. TEAM OUTFITTING & DRESS CODE 6
11. ANTI-DOPING 6
12. MEDIA 7
13. SPONSORSHIP & PROMOTIONS 7
14. INJURY & ILLNESS 8
15. MEDICAL RECORDS & TESTING 8
16. INDEMNITY 8
17. BREACH OF PROVISIONS OF THE AGREEMENT 9
18. GOVERNING LAW 9
19. GENERAL 9
APPENDIX 2 11
CODE OF CONDUCT 11
APPENDIX 3 13
BENEFITS PROVIDED BY SSA TO ATHLETES 13
& TEAM OFFICIALS 13
APPENDIX 4 14
DISCIPLINARY PROTOCOL 14
20. ATHLETE & TEAM OFFICIAL AGREEMENT AS A MEMBER OF
SWIMMING SOUTH AFRICA TEAM PARTICIPATING IN THE IN …….....15
CONSENT OF GUARDIAN 15
ACCEPTANCE OF THIS AGREEMENT BY SWIMMING SOUTH AFRICA
(hereinafter referred to as “SSA”) 15

SWIMMING SOUTH AFRICA

ATHLETE & TEAM OFFICIAL AGREEMENT

NAME OF ATHLETE/
TEAM OFFICIAL .....

DISCIPLINE OF SPORT/
PORTFOLIO, TEAM OFFICIAL .....

Selection to participate in the **World Aquatics Swimming (25m) Championships, Beijing, Republic of China 1 – 6 December 2026**, as a member of the Swimming South Africa National Team is conditional on you entering into the following agreement and observing all its terms and conditions.

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

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

Swimming South Africa,
Johannesburg Athletic Stadium
124 Van Beek Street
North Wing, Ground Floor
New Doornfontein
Johannesburg
2094
ATTN: Mafata Modutoane

And email to: Thabile.ntombela@swimsa.org

APPENDIX 1: TERMS & CONDITIONS

1. DURATION

1.1. This agreement shall commence on the date on which it is signed by the party signing last in time and shall apply for the period stipulated below, unless terminated earlier by SSA as provided for herein.

1.2. This agreement shall include official pre-event training, participation in the event as well as participation in official Team functions and the Ceremonies of the Event.

1.3. This agreement shall remain in effect until the day of arrival of the Athlete or Team Official at his/her declared domicile in South Africa according to the General Team Travel Arrangements (GTTA) put in place by SSA.

1.4. In the case of Athletes or Team Officials who have been granted permission by SSA to return to their declared domiciles outside of the GTTA arrangements (known as 'Break-away Team members), this agreement shall cease on the pre-arranged date of Event Team Accommodation evacuation by such Athletes and Team Officials.

2. NO EMPLOYMENT

2.1. This agreement is not an employment agreement and does not constitute the Athlete or Team Official as an employee of SSA.

3. SSA CONSTITUTION

3.1. The direction of and authority over the Team are vested in SSA, the powers of which are set out in its Constitution. The Athlete or Team Official agrees to comply with the provisions of the SSA Constitution and the Code of Conduct as set out in Appendix 2 hereto. A copy of the Constitution of SSA can be viewed at the SSA offices, Johannesburg or on the SSA website. (www.swimsa.org)

4. PRECEDENCE

4.1. As SSA in collaboration with the (Local Organising Committee) LOC is solely responsible for the accreditation of participants from South Africa in the Event, the Athlete or Team Official agrees that this agreement has precedence over any other agreement which the Athlete or Team Official has with his/her Affiliate and/or a Sponsor(-s).

4.2. In the case of manufacturer branded training and competition wear, refer Clause 10. The Athlete or Team Official declares that he/she is not aware of any contractual or other legal impediment, which may prohibit or adversely affect the performance by the Athlete or Team Official of all his/her obligations under this Agreement.

5. ELIGIBILITY FOR SELECTION & PARTICIPATION

5.1. The Athlete or Team Official acknowledges and agrees that his/her selection to and continued participation in the Team is conditional upon him/her complying with SSA's selection criteria and the Athlete or Team Official declares that he/she has duly complied herewith.

5.2. The Athlete accepts that it is a condition of entry to compete in the Event, to be a citizen of South Africa.

5.3. The Athlete thus warrants that he/she currently holds a valid South African passport and the Team Official warrants that he/she currently holds a valid passport.

5.4. The Athlete or Team Official warrants that the passport he/she holds is valid for the full period of his/her membership of the Team, its participation in the Event and for the period prescribed by SSA and the regulations of the country concerned.

5.5. The Athlete or Team Official undertakes to comply with all the applicable rules and regulations of the Event, World Aquatics and the World Anti Doping Code to ensure that the overriding principles of the Event are observed.

5.6. The Athlete or Team Official declares that he/she is not currently under suspension or disqualification by their club or affiliate or in breach of the World Anti Doping Code.

6. BENEFITS

6.1. As a member of the Team, the Athlete or Team Official will receive the benefits set out in Appendix 3 hereto.

6.2. Except as otherwise provided for in Clause 6.1 above, the Athlete or Team Official acknowledges and agrees that he/she shall have no other claim against SSA, and/or the Sponsors of the Team for the payment of any remuneration (whether monetary or in-kind) for the performances by him/her of his/her obligations under this agreement.

7. TRAVEL TO & FROM THE COMPETITION

7.1. The Athlete or Team Official shall travel to and from the Event upon the dates and in the manner determined by SSA.

8. ACCOMMODATION AT THE EVENT

8.1. The Athlete or Team Official shall reside in such accommodation approved by SSA, for the period and in the manner determined by SSA.

9. CONDUCT

9.1. The Athlete or Team Official, on his/her appointment as a member of Swimming South Africa National Team, shall – observe and comply with all reasonable directions of SSA, the General Management of the Team (hereinafter referred to as the "GTM") or any other person duly authorised by them;

9.2. Complete any security and accreditation documentation by the due date and in the form requested by the Event OC and SSA and continue to hold such accreditation received from Event OC during the Event;

9.3. Familiarise him/herself and comply with any rules of the Event, including any Event Code of Conduct in force from time to time be held responsible to pay the total cost of damage he/she may cause to any property at the Accommodation, competition or training venues;

9.4. Observe and comply with the rules applicable to his/her participation in the Event and his/her accommodation;

9.5. Conduct him/herself at all times in a proper and dignified manner so as not to bring him/herself, SSA, the Event the Team or any other member thereof into public disrepute or censure and to the absolute satisfaction of SSA and/or the GTM;

9.6. Not make, comment, issue, authorise, offer or endorse any public criticism or statement designed to have a prejudicial effect on the interests of SSA, Event OC, the Event, the Team or any member thereof;

9.7. Conduct him/herself so as to obtain and maintain his/her best possible fitness and health in order to perform his/her duties to the Team to the best of his/her ability.

10. TEAM OUTFITTING & DRESS CODE

10.1. The Athlete or Team Official shall comply with the dress code determined by SSA, including, but not limited to, the wearing of the recognised apparel (leisure and competition) as supplied by SSA for each member of the Team.

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

10.3. In the case of training and competition wear, due recognition is given to the regulations of World Aquatics.

11. ANTI-DOPING

The Athlete or Team Official agrees –

11.1. The Athlete or Team Official acknowledges that the World Anti-Doping Agency's (WADA) Code & International Standards, will apply for the Event

11.2. to observe and comply with the anti-doping provisions referred to in Clause 11.1) above;

11.3. to observe and comply with any other anti-doping testing rules and/or procedures formulated by SSA for participation in the Event;

11.4. not to use, attempt to use, have in his/her possession, attempt to have in his/her possession, traffic or attempt to traffic in any prohibited substance or drugs listed as illegal by the laws of South Africa;

11.5. The Athlete or Team Official declares that at the time of signing this agreement he/she has not taken any of the prohibited substances contained in the list referred to in Clause 11.4 above.

12. MEDIA

The Athlete or Team Official shall not during the currency of this agreement –

12.1. be paid or receive any reward (whether monetary or in kind) for granting interviews;

12.2. permit his/her name to be used as the author of any article or column appearing in the media;

12.3. enter into or carry out any contract, arrangement or understanding by which he/she will provide exclusive interviews to any element of the media relating to SSA, the Event, his/her participation in the Event or the participation of any other member of the Team in the Event.

12.4. Subject to the provisions above, the Athlete or Team Official shall be entitled to comment to the media about his/her own personal prospects and performance but shall not pass any comments whatsoever to the media about SSA, the Event and/or the performance of any other member of the Team or of any competitor in the Event.

13. SPONSORSHIP & PROMOTIONS

The Athlete or Team Official shall, during the currency of this agreement:

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

13.2. Not associate him/herself in any manner whatsoever with any products and/or services which are similar to or which compete with the products and/or services of the Sponsors, without the prior written consent of SSA;

13.3. Not participate in any manner whatsoever in any promotional or other activities relating to the Event, except for those which have been arranged by SSA and/or the Sponsors, without the prior written consent of SSA;

13.4. Will permit SSA to use his/her likeness and/or name to promote the Team's participation in the Event;

13.5. Permit the Sponsors to use his/her likeness and/or name in their promotional or marketing activities, provided that such use of the Athlete or Team Official's likeness and/or name is limited to his/her being part of the Team.

13.6. It is understood that in all cases, use of the Athlete or Team Official's image, name, likelihood or other resemblance must respect the Athlete

or Team Official's individual rights and that, where relevant, the Athlete or Team Official's approval has been obtained.

13.7. The Athlete or Team Official acknowledges that the restraints imposed upon him/her in terms of Clause 13 are reasonable for purposes of protecting the SSA sponsorship revenue, which is necessary to fund the preparation of the Team and its participation in the Event.

14. INJURY & ILLNESS

14.1. The Athlete or Team Official declares that as at the date of signing this agreement he/she is not suffering from any illness and/or injury that may impair his/her performance and undertakes to immediately notify SSA in writing if he/she subsequently gets ill, injured or contracts any disease.

14.2. SSA may terminate the Athlete or Team Official's membership of the Team if, in the opinion of SSA, any illness and/or injury and/or disease suffered by the Athlete or Team Official –

14.2.1. may impair the Athlete's / Team officials' performance at the Event;

14.2.2. may pose a threat to the health of any other Team member or competitor in the Event.

14.3. The Athlete or Team Official agrees to do everything reasonably necessary to achieve and maintain the level of health and fitness required to participate in the Event in order to strive for the highest honours.

15. MEDICAL RECORDS & TESTING

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

15.2. This information is required solely to determine the Athlete or Team Official's medical fitness to perform to the best of his/her ability in the Event or to assess the risk of preventing other Team members or competitors in the Event from performing to the best of their ability.

16. INDEMNITY

16.1. The Athlete or Team Official agrees that SSA shall not be liable to him/her in any circumstances for death, any injury, loss or damage of any kind whatsoever arising directly or indirectly from any omission (whether negligent or otherwise) by any person whatsoever connected with the Athlete or Team Official's membership of the Team, his/her travel to and from the Event, his/her participation at the Event, or any disciplinary action taken against him/her by SSA.

16.2. The Athlete or Team Official indemnifies SSA from and against all claims, legal proceedings and costs whatsoever which may be taken or

made against SSA in conjunction with or arising out of death, any loss, damage or injury referred to in Clause 16 above.

16.3. For the purposes of this clause, SSA shall mean –

16.3.1. SSA, its members and directors;

16.3.2. Officials, coaches, medical practitioners, therapists and other members of the Team;

16.3.3. Event OC – The Local Organising Committee of the Event

16.3.4. Any independent contractor or volunteer providing services to SSA, and/or Event OC.

16.4. SSA shall for the purpose of this clause be deemed to be acting as agent and trustee of and for the benefit of all persons and bodies referred to in Clause 16 above.

17. BREACH OF PROVISIONS OF THE AGREEMENT

17.1. Should the Athlete or Team Official be in breach of any of the provisions of this agreement, all of which shall be deemed to be material, SSA may at its discretion and as elaborated on in Appendix 4 (Disciplinary Protocol) –

17.1.1. Terminate the Athlete or Team Official's membership of the Team;

17.1.2. Require the Athlete or Team Official to leave the Event and to return home;

17.1.3. Exclude the Athlete or Team Official from competing at the Event;

17.1.4. Request the Athlete or Team Official's Affiliate or authority to institute disciplinary action;

17.1.5. Instruct the Athlete or Team Official to return any benefits granted.

18. GOVERNING LAW

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

19. GENERAL

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

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

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

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

19.5. The Clause Headings in this agreement have been inserted for purposes of

convenience and shall not be taken into account in the interpretation of this agreement.

APPENDIX 2
CODE OF CONDUCT
APPLICABLE TO ALL MEMBERS OF THE SWIMMING SOUTH AFRICA NATIONAL TEAM PARTICIPATING IN THE World Aquatics Swimming (25m) Championships, Beijing, Republic of China 1 – 6 December 2026.

In accepting the award of selection as members of the Swimming South Africa National Team, athletes, coaches, managers and other Team officials involved in the participation of South Africa in the Event, also accept to conduct themselves at all times in a manner that will do the insignia under which they have been chosen to represent their sport, SSA as custodian of South Africa's participation in the Event and finally their country, in whose name they participate, proud.

SSA has accepted the responsibility on behalf of government, sponsors, supporters and the broad South African public to ensure that the South African Team to the Event, is a credit to the country and that its members are at all times worthy and dignified ambassadors while representing the high ideals that SSA has set for their participation. Whilst there is due regard for the fact that a team varies in its make-up, that there are certain set traditions in some codes of sport and that young athletes need to be treated differently from adult and more experienced participants, there are also certain generally accepted and basic norms that need to be upheld at all times.

The following criteria is applicable to all members of the Team in order to ensure basic uniformity, group unity, discipline and a comfortable disposition within the group. An appeal is made to every Team member to observe the Code of Conduct at all times.

1. In the interest of South Africa and of sport in general, it is vital that the conduct of those representing the country will at all times be above approach.

1.1. If anyone should infringe this Code, disciplinary steps ~~in~~ at the discretion of SSA, and as necessary, in consultation with the authority concerned, will be taken against such person.

1.2. This may include, under special circumstances, the immediate suspension of Team membership.

2. Whilst SSA will ensure that the Team management will consist of seasoned, experienced and responsible persons who can provide the necessary guidance to the young and inexperienced, every Team member as an ambassador of his/her country, must accept that acceptable behaviour will include –

2.1. neat appearance at all times;

2.2. punctuality;

2.3. dignity;

2.4. respect for fellow travellers (on aircraft, busses, in public places), for fellow athletes in the Event Village, towards staff or hosts, for other people's property, for speakers at official receptions, etc.;

2.5. general conduct: bad language, rowdy behaviour (even when celebrating victory!), singing of vulgar songs, etc. can never be condoned;

2.6. to be humble in victory, gracious in defeat, the first to congratulate or sympathise with an opponent, never to query the decision of the ~~umpire~~ referee;

2.7. It is the unconditional view of SSA that indulgence in the use of alcohol and tobacco is not part of the make-up of the serious athlete. Officials in charge have particular responsibility to set the correct example;

2.8. International participation is the result of many and long hours of hard training, of sacrifices and of absolute dedication. Only the very best in a sport, can achieve this level. To represent one's country is a singular honour reserved for a selected few and the ultimate honour would be to be adjudicated the victor. At all times however, and without exception, this honour must only be bestowed on him or her that competed fairly. Under no circumstances ever should such a victory or for that matter the mere participation in an event, be enhanced due to unfair methods having been employed, be it by cheating, by unsportsmanlike behaviour, or worse, by employing methods (like the intake of prohibited chemical substances) to improve

one's performance, thus providing an unfair advantage over fellow competitors.

APPENDIX 3
BENEFITS PROVIDED BY SSA TO ATHLETES & TEAM OFFICIALS

1. Access to medical, massage and physiotherapy treatment, where applicable, during the Event.
2. Free ground transportation, where applicable, for all Team members at the Event.
3. During the Event, the services of coaching staff and other support personnel.
4. Administrative and logistical support to permit participation in events at the Event, including official Team hospitality functions, accreditation and access to training and competition venues.
5. Public relations, media and sponsorship advice.
6. Team uniform.

APPENDIX 4
DISCIPLINARY PROTOCOL

1. An Athlete and/or Team Official is accepted as a member of the Swimming South Africa National Team on condition that he/she has signed the Athlete/Team Official Agreement which clearly sets out the conditions under which an Athlete or Team Official is accepted as a member of the Swimming South Africa National Team and the Code of Conduct applicable to all Team members. Specific reference is made to Clause 17 of the Terms and Conditions of the Agreement (Breach of Provisions of the Agreement).

2. A Disciplinary Tribunal will act for SSA from the assembly of the Team and for the full period of the Team's participation in the Event.

3. The Tribunal will comprise the Chef de Mission / Team Manager / Head Coach, with powers to co-opt any other member of SSA as necessary.

4. The following general principles will be applied to ensure that any disciplinary hearings in respect of any member of the Team (hereinafter referred to as "Member") are conducted by the Tribunal on a basis that is both procedurally and substantively fair:

4.1. The Member should be given reasonable notice of the date and time of the hearing as well as all the essential facts, to enable him/her to prepare his/her reply to the charge (-es). In the case of an Athlete, the Tribunal may decide, in its discretion, to have the respective Code/Section Manager and/or Coach present at the hearing.

4.2. The member should be given the opportunity to present his/her case at the hearing, prior to any decision taken that may affect his/her rights or privileges.

4.3. Although no right to legal representation can be claimed in terms of the common law, legal representation will be permitted, if requested, unless it would cause an unreasonable delay or protraction of proceedings, particularly where circumstances require a speedy outcome. The Tribunal conducting the hearing must be unbiased and unprejudiced. The test is objectivity and if it is found that a person has a material, pecuniary or some other interest in the case resulting in bias, or has conducted him/herself in such a way that a preconceived attitude or state of mind can be inferred, his/her action will be invalid even if no injustice is proved.

4.4. The evidence presented should be carefully heard, assessed and a decision taken based thereon. Findings of the Tribunal are definitive, i.e. findings are final and binding and are not subject to appeal.

4.5. The Tribunal shall furnish the Member with written reasons for its decision and the action taken by it.

4.6. The sanctions (if any) should be commensurate with the gravity of the offence.

4.7. In general, justice should not only be done but also be seen to be done. A general sense of fairness should prevail prior to, during and subsequent to the hearing.

(Please retain a copy of the agreement for your own records)

20. ATHLETE & TEAM OFFICIAL AGREEMENT AS A MEMBER OF SWIMMING SOUTH AFRICA TEAM PARTICIPATING IN

The World Aquatics Swimming (25m) Championships, Beijing, Republic of China 1 – 6 December 2026

I, the undersigned,

…….
(Name of Athlete/Team Official)

……
(Code of Sport/Portfolio of Official)

……

……
(Residential Address)

(Hereinafter referred to as the "Athlete or Team Official")
Hereby acknowledge and agree that my selection to participate in the ……. EVENT (hereinafter referred to as "the Event") as a member of the Swimming South Africa National Team (hereinafter referred to as "the Team") is conditional upon me entering into this agreement and observing all its terms and conditions as set out in the Appendices hereto.

Signed at …….. on ……..

……
(Signature of Athlete/Team Official)

CONSENT OF GUARDIAN

(To be completed only if the Athlete is under the age of 21 years)

I, the undersigned, being the legal guardian of the Athlete, hereby consent to the Athlete entering into this agreement.

Signed at …….. on ……..

……. ……..
(Signature Legal Guardian) (Print name)

ACCEPTANCE OF THIS AGREEMENT BY SWIMMING SOUTH AFRICA (hereinafter referred to as "SSA")

We, SSA, hereby acknowledge and agree that the Athlete or Team Official's selection or appointment to and continued participation in the Team, is subject to the Athlete or Team Official having entered into this agreement.

Signed at Johannesburg on ……

……
(For and on behalf of SSA)