



Event Sanctioning

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Introduction

Events staged by the EA, its Member Organisations and its partners play a vital role in providing participation opportunities for members as well as for the community.

These also assist EA to fulfil a strategic intent to continually improve equestrian sporting events in Australia.

This policy also aims to ensure that events, which fall under the auspices of the EA or which involve the services of EA, its State Branches and its Members, are conducted in a safe and suitable environment.

Requirements

An entity that is not a membership organisation affiliated with the EA and that wishes to promote and/or organise an equestrian event under the sanction of the EA must complete the following forms for assessment:

- A letter applying for the sanctioning of proposed events or competitions.
- An undertaking to develop and implement an appropriate risk management plan for the event, if the event is sanctioned.
- A draft schedule containing as much of the required information as possible.

On completion of this process, the entity becomes an EA Event Licensee for the agreed period and the agreed events.

EA Event Sanctioning Application

All applicant entities must complete the application (see appendix 1) and submit it to the EA at least three months prior to their event.

Applications for National-level and International events can only be approved by the National Office of the EA.

Applications for State-level events can only be approved by the relevant EA Branch Office.

For FEI events ("CIs") applicants must submit their intention to hold such event before 15 September in the year before the event is planned to take place.

Risk Management Plan

All applicant entities must develop a risk management plan to identify, analyse and prioritise the risks associated with staging the event and to develop strategies to mitigate those identified risks.

Risk Management guidelines and templates can be downloaded from the EA website www.equestrian.org.au

EA Recognition

The EA must be acknowledged as the sanctioning body for the event. This recognition should include the relevant EA logo on registration and other promotional materials as well as signage at the event. Recognition of EA funding agencies and EA National sponsors may also be required.

The level and types of recognition will be agreed between the parties once the application has been submitted.

Waivers

All event participants must sign an EA-approved Waiver and Release of Liability, as part of their EA Membership renewal or on the entry form for the event.

All participants who are not members of the EA must sign the appropriate EA-approved Waiver and Release of Liability before the event. Use of an unapproved waiver violates the Sanctioning Agreement and may jeopardise insurance coverage.

A copy of the signed waivers for participants that are not EA members must be submitted with the post event report.

EA approved waivers can be downloaded from the EA website www.equestrian.org.au

Fees

Depending on the nature and level of the event, the Event Organiser may have to pay fees. Fees are negotiated on a case by case basis. FEI events require payment of FEI calendar and organising fees to EA.

Event Reporting

Within fourteen days of the completion of the event, the applicant entity must forward to the EA the following information:

- (a) Event Report
- (b) Incident log form
- (c) Event results
- (d) Copy of waivers from non EA members

Penalties for Breach of Sanction Requirements

Any entity found to have deliberately breached sanctioning requirements may face withdrawal or suspension of the right to hold future events and may incur a monetary fine

Event Transfer

The Event Organiser cannot transfer the permission to conduct the event or activity to another organisation.



Event Sanctioning Agreement

THIS AGREEMENT is dated

PARTIES

EQUESTRIAN AUSTRALIA ([insert State] Branch) Inc. of

And

The Party set out in the Event Schedule Item 1 (“Event Organiser”)

RECITALS

- A. The Event Organiser wishes to conduct the event(s) at the locations and on the dates specified in items 2, 3 and 4 of the schedule ("Event(s)").
- B. The Event Organiser requires the EA National office or Branch’s sanction to conduct the Event(s) ("Sanction").
- C. The EA has agreed to provide the Sanction to the Event Organiser on the terms of this agreement.

IT IS AGREED as follows.

1. TERM

This agreement commences on the date that it is signed by the parties and will continue until one month following the date of the Event, or if more than one Event is sanctioned, until one month following the date of the last Event listed, unless terminated earlier in accordance with this agreement.

2. SANCTION

Subject to the Event Organiser complying with its obligations under this agreement and under the EFA’s Event Sanctioning Policy, [BRANCH ACRONYM] agrees to provide the Sanction for the Event(s) to the Event Organiser during the Term in accordance with the terms of this agreement. This Sanction does, however, not in any way restrict the right of an [BRANCH ACRONYM] Sport Committee to reject or amend applications by the Event Organiser for an Event to be included on the Sport’s calendar.

3. FEES

In consideration of the [BRANCH ACRONYM] providing the Sanction to the Event Organiser, the Event Organiser will pay to the [BRANCH ACRONYM] agreed Fees as set out in Item 8 of the Event Schedule.

4. OBLIGATIONS OF THE EVENT ORGANISER APPLICATION

- 4.1 The Event Organiser must apply in writing for the sanctioning of the event(s)/ competition(s) and submit a completed Event Organiser Detail Form and a Draft Schedule containing all information available at the time of application.

4.2 Competition Schedule

The Event Organiser must prepare a Competition Schedule covering matters including but not limited to the conditions of entry for the proposed competitions / classes, the proposed dates and times for these competitions / classes, the proposed prizes and prize moneys, the appointment of officials, medical and veterinary arrangements and details of training and competition areas. Where an event includes or consists of FEI competitions, the appropriate FEI Schedule(s) must be completed.

The Event Organiser must submit the “final” schedule as soon as possible but not later than one month before the start of the event(s) or competition(s).

4.3 Conduct of Competitions

The Event Organiser agrees to conduct each of the competitions in strict compliance with the relevant current FEI and EA rules and regulations, as published on the respective web sites.

The Event Organiser also agrees to promote and present the event and its competitions in a professional manner that is attractive to the public and enhances the image of the sport.

[BRANCH ACRONYM] may appoint an EA Delegate who will be part of the Organising Committee and will assist the Organising Committee and Technical Officials in the planning and management of the event.

4.4 Venue, Equipment and Facilities

The Event Organiser agrees to provide a competition venue, equipment (including sport-technical equipment used for timing and scoring where appropriate) and facilities that meet the requirements of the proposed competition(s) and any public and occupational health and safety obligations.

4.5 Program Booklet

Where the Event Organiser publishes a program booklet for the event/competitions, the program booklet shall contain an [BRANCH ACRONYM] foreword if [BRANCH ACRONYM] provides this and one full-page [BRANCH ACRONYM] editorial or [BRANCH ACRONYM] advertisement if the [BRANCH ACRONYM] provides this.

4.6 [BRANCH ACRONYM] Flags, Banners and other Branding Material

Where [BRANCH ACRONYM] provides flags, banners or other branding material, the Organiser agrees to display such material in a central position during the entire duration of the event/competition.

4.7 Insurance

The Organiser shall secure and maintain throughout the Term both public liability and professional indemnity insurance policies for a minimum of \$10 million cover each, noting the interests of the EA and [BRANCH ACRONYM], and agrees to

provide the [BRANCH ACRONYM] with a copy of the insurance cover at least three months prior to the date of the Event.

4.8 Results

The Event Organiser agrees to provide the [BRANCH ACRONYM] with a copy of official results, in electronic form, within 24 hours after the conclusion of each competition.

The Event Organiser also agrees to distribute competition results and other reports to the appropriate media for publication.

5. SPONSORSHIP

- 5.1 The Event Organiser is free to enter into commercial sponsorship arrangements subject to the following conditions:
- (a) Where the Event includes competitions (e.g. one round of a competition series such as the FEI World Cup) for which the EA or FEI has already secured sponsorship, the Event Organiser may not enter into contracts for the event (or for other competitions) with sponsors that are direct competitors to the EA or FEI sponsor.
 - (b) The event organiser may not enter into contract for the event with sponsors that are direct competitors of EA National or State Sponsors.
- 5.2 In the interests of the Sport, the Event Organiser must ensure that all sponsorship requirements are satisfied for sponsors contracted by the Event Organiser. This includes the provision of appropriate hospitality and sponsor recognition in the program booklet, other printed material and publications and through signage at the venue. Arrangements for FEI or EA sponsors will be agreed with the Event Organiser.

6. WARRANTIES

- 6.1 The Event Organiser represents and warrants to [BRANCH ACRONYM] that the Event will be carried out in a proper, competent and professional manner by appropriately qualified and accredited personnel and in strict compliance with current FEI and EA rules and regulations.
- 6.2 The Event Organiser represents, covenants and warrants that:
- (a) it will fully and expeditiously perform and discharge each of its obligations under or pursuant to this agreement;
 - (b) it shall comply with all applicable laws and regulations governing the event;
 - (c) notwithstanding anything in this agreement it will be, and will remain, responsible for all obligations and liabilities associated with the Event;
 - (d) it will at all times remain responsible for the financial viability of the Event and all financial results of the Event including, but not limited to, any profit or loss which may arise from the conduct of the Event;

- (e) it will consult the EA in respect of the risk management requirements for the Event;
- (f) it agrees to prepare and implement a risk management plan for the Event (guidelines and samples are available from the EA website www.equestrian.org.au; and
- (g) it has secured all necessary permits, approvals and licences ("Approvals") from third parties necessary to conduct the Event at the Event location.

6.3 [BRANCH ACRONYM] represents, covenants and warrants that:

- (a) It will fully and expeditiously perform and discharge each of its obligations under or pursuant to this agreement;
- (b) It shall comply with all applicable laws and regulations governing the event.

7. TERMINATION

Either party may immediately terminate this agreement by written notice to the other party on any of the following grounds.

- (a) for convenience, on provision of 14 days notice.
- (b) the other party breaches a provision of this agreement and has not remedied that breach within seven days after service of notice of the breach from the party giving notice of its intention to terminate;

8. PARTICIPANT DECLARATIONS

The Event Organiser agrees to require each participant in the Event who are not members of the EA or of an EA-affiliated and insured club to execute a declaration releasing EA and [BRANCH ACRONYM] from any liability arising from the provision of the Services in a form acceptable to EA. The latest wording and forms are available from the EA website www.equestrian.org.au.

9. INDEMNITY

The Event Organiser agrees to indemnify, and keep indemnified the EA, its volunteers, members, employees, contractors and agents against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against the EA arising out of the breach or performance by the Event Organiser of its obligations under this agreement or the negligence of the Event Organiser, its agents, employees or any sub-contractor or any other person for whose acts or omissions the Event Organiser is vicariously liable and also against any action, claim or demand by the Event Organiser's employees or agents or their personal representatives or dependants arising out of the performance of this agreement.

10. RELATIONSHIP OF PARTIES

Nothing in this agreement shall operate or be deemed to create an agency relationship, partnership, joint venture or association of any kind between the parties or shall render them liable for the debts or liabilities incurred by the other party.

11. GOVERNING LAW AND JURISDICTION

The parties acknowledge that this agreement is legally binding and shall be governed by the laws of New South Wales, Australia. The parties unconditionally submit in connection with the agreement to the jurisdiction of the Courts of that State.

12. FORCE MAJEURE

No party shall be responsible or liable to the other party for, nor shall this agreement be terminated as a result of any failure to perform any of its obligations hereunder (with the exception of payment of monies due and owing) to the extent and for the period that such failure results from circumstances beyond the control of the party.

SIGNED for and on behalf of **THE**)
EQUESTRIAN AUSTRALIA ([State])
Branch) Inc. by **[Insert Name]** as its duly)
authorised representative in the presence)
of:)
)
)

Witness (signature)

Name of witness (please print)

SIGNED for and on behalf of **[EVENT**)
ORGANISER] by **[Insert Name]** as its)
duly authorised representative in the)
presence of:)
)
)
)

Witness (signature)

Name of witness (please print)

EQUESTRIAN AUSTRALIA INC (“EA”)

EVENT ORGANISER DETAILS FORM

Event(s) (for a number of events, please set out details in the schedule):		
Event Organiser’s Details:		
Name:		Tel:
Postal Address		Fax:
Email:		
Event Director’s name:		
Has this event been held before:	Yes / No	

Organisation’s History of Event Management

Event Organisers Experience

Please attach a copy of your Certificate of Currency for your Public Liability insurance. (THIS MUST BE TO THE MINIMUM VALUE OF \$10 MILLION)

Date this form was completed / /

Event Director:

(Print name)

.....

(Signature)

