



TERMS AND CONDITIONS FOR APPROVAL

1. The riding school/ training centre/ livery yard (the “Establishment”), being the applicant in terms of the application (the “Application”) for approval as a CEEPSA recognised training provider (“CEEPSA Training Provider”) must submit the prescribed CEEPSA application form together with all required supporting documentation before the Application will be considered.
2. The owner of the Establishment and all instructors must be current, fully paid-up members of CEEPSA in good standing.
3. The applicable inspection fee (currently and amount of R1 000.00) (“Inspection Fee”) must be paid in full before an onsite inspection can take place.
4. If the Establishment does not pass inspection, the assessor will advise what remedies are required and an agreed time period will be set for a re-inspection. Should the Establishment fail a second time the Inspection Fee shall be forfeited and the process must commence again should the Establishment so require.
5. The inspection will be conducted by a CEEPSA appointed assessor who may take photographs if necessary.
6. Once approved, the annual registration fee must be paid in full.
7. The Establishment shall ensure that the facilities remain at a high standard and meet the legal requirements as laid down under all applicable laws, including, without limitation, the Occupational Health and Safety Act (Act no. 85 of 1993), the Companies Act (Act no. 71 of 2008), and the Basic Conditions of Employment Act (Act no. 75 of 1997).

Council of Equine and Equestrian Professionals of South Africa NPC
(Registration Number 2013/218031/08)

Directors:

Diane Pieterse, Michelle Beckbessinger, Luise Von Dürckheim-Botes, Derek Anderson, Dawn Mansfield, Dr. Wetsi Moloi, Graham Bailey
Registered with SAQA as a Professional Body

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8. The Establishment will make its facilities available for inspection by an appointed CEEPSA assessor and/or representative during working hours for verification.
 9. The Establishment shall respond in writing to any correspondence from the CEEPSA office within fourteen (14) days in respect of any complaints received. Such complaints may include any complaints that make reference to any matter involving the Establishment which may, in the opinion of the management of CEEPSA, reflect adversely on CEEPSA.
 10. The Establishment agrees to pay an annual fee to CEEPSA at the set rate. This fee is subject to an increase on an annual basis, which the Establishment agrees to by its signature of the Application.
 11. The Establishment undertakes to rectify any matters that the CEEPSA management has referred to the Establishment for attention regarding its status as a recognised CEEPSA Training Provider within fourteen (14) days of receipt of the communication from CEEPSA (which, for all purposes will be deemed to have been received in the manner set out in Table CR 3 annexed to the Companies Regulations published in terms of the Companies Act), failing which the Establishment's name will be removed from all CEEPSA publications listing it as a recognised CEEPSA Training Provider. The Establishment will ensure that it does not continue to advertise or promote its services as a recognised CEEPSA Training Provider.
 12. CEEPSA reserves the right to revoke an individual's membership and Establishment membership at any time in its sole and absolute discretion.
 13. The Establishment accepts that no advertisement will be carried by any CEEPSA publication that refers to the Establishment once its recognition has been cancelled, revoked or terminated in any way and should an advertisement have already been paid for, and there is a reasonable opportunity for CEEPSA to withdraw the advert, the amount in question will be refunded and the advertisement cancelled.
 14. The Establishment can only advertise itself as an approved CEEPSA Training Provider once the Establishment has been recognized in writing by CEEPSA pursuant to a duly authorized accreditation process having been conducted by CEEPSA accredited assessors and/or representatives.

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15. Once approved the Establishment will be entitled to advertise its services as an accredited CEEPSA Training Provider, and will also be listed on the EQUIGRADE™ system. The Establishment hereby consents to such listing.
 16. After the first twelve (12) months following its accreditation, the Establishment may apply to CEEPSA for a rating in terms of the EQUIGRADE™ system.
 17. The Establishment may hold generic courses for Continuing Professional Development (“CPD”) as long as relevant subject experts are used to present the course material and CEEPSA is advised in advance (by no less than three (3) weeks prior written notice, in order to offer these courses to all of its members.
 18. The details of the Establishment will appear on all CEEPSA Training Provider lists and data bases, to which the Establishment consents by its signature to the Application, and may be provided to third parties wishing to transact with the Establishment. CEEPSA will at all times comply with the legislative prescripts relating to the protection of data and personal information, including, without limitation, the provisions of the Constitution of the Republic of South Africa, the Electronic Communications and Transactions Act (Act no. 25 of 2002) and the Protection of Personal Information Act (Act no. 4 of 2013).
 19. CEEPSA hereby grants to the Establishment a limited, non-transferable, non-exclusive and royalty free license to use the CEEPSA logo and any associated marks, which license the Establishment accepts by its signature to the Application (“the License”).
 20. The CEEPSA logo and any associated marks may only be used by the Establishment in relation to any marketing material and for the sole purpose of promoting the Establishment as being a recognised CEEPSA Training Provider in the territory comprising the Republic of South Africa and for no other purpose, without the prior written consent of CEEPSA.
 21. The Establishment is required to provide CEEPSA with copies of all proposed marketing material and templates and, where applicable and on demand, other items, documents, templates, correspondence and electronic communication on which the CEEPSA logo appears or is intended to appear (“Marketing Material”), for record purposes and to enable CEEPSA to assess that its logo and associated marks are being used in compliance with the terms of the License. Should CEEPSA be of the view that any such Marketing Material brings CEEPSA’s name into disrepute or in any way conflict with these terms and conditions, CEEPSA shall be entitled (but not obliged), in its discretion and upon consideration of all applicable facts,

to terminate or revoke the Establishment's status as CEEPSA Training Provider, suspend the Establishment or require the Establishment to amend and/or revise and/or correct such Marketing Material.

22. This agreement shall not be construed to make either party the agent, partner or legal representative of the other, and neither party may assume or create any obligations for, on behalf of, or in the name of the other party, or commit any act, make any representation, or advertise in any manner that may adversely affect any rights of the other party or be detrimental to its name or reputation and either party shall indemnify the other party against any losses, damage and third party claims.
23. The Establishment will be entitled to list its name on the CEEPSA website free of charge, under the relevant section and may supply not more than 100 words of text, subject to approval by the management of CEEPSA, to promote their services.
24. CEEPSA will add a link to the Establishment's website on its own website, and the Establishment undertakes to reciprocate by creating a link to CEEPSA's website on its own website, in circumstances where the Establishment has its own website.
25. The Establishment may, for a fee at the applicable rates from time to time, advertise in the CEEPSA Newsletter to promote its services.
26. The Establishment may offer its services for any CEEPSA mentorship programs.
27. The Establishment, by its signature to the Application, hereby indemnifies CEEPSA, its directors, members, agents, representatives and employees against any claim (including claims by third parties), cost, damage, loss or expense (including legal costs) or liability it may sustain or incur as a result of:
 - a. any breach of these Terms and Conditions, including any conditions applicable to its status as accredited CEEPSA Training Provider, the by the Establishment, its employees, directors, members, agents, representatives, service providers, clients or by those parties for which it is vicariously liable; or

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- b. the rendering of any services by the Establishment, its employees, directors, members, agents, representatives, service providers, clients or by those parties for which it is vicariously liable, whether in its capacity as CEEPSA Training Provider or otherwise.
28. Under no circumstances will CEEPSA be liable for any consequential, special or indirect damages sustained by the Establishment (including its employees, directors, members, agents, representatives, service providers, clients or by those parties for which it is vicariously liable) or by third parties.