

COURT ONLINE COVER PAGE

IN THE HIGH COURT OF SOUTH AFRICA
Gauteng Local Division, Johannesburg

CASE NO: **2024-106541**

In the matter between:

**LAURA STRUGNELL ,JESSICA
HAYESHILL**

Plaintiff / Applicant / Appellant

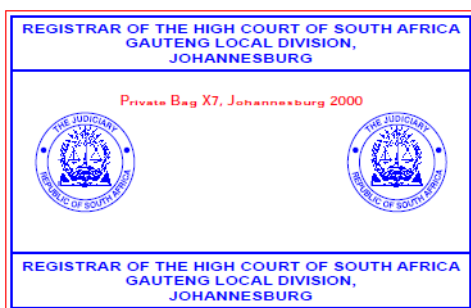
and

**SWIMMING SOUTH AFRICA,SOUTH
AFRICAN SPORTS CONFEDERATION
AND OLYMPIC COMMITTEE NPC**

Defendant / Respondent

Combined Summons

NOTE: This document was filed electronically by the Registrar on 19/9/2024 at 9:35:07 AM South African Standard Time (SAST). The time and date the document was filed by the party is presented on the header of each page of this document.



ELECTRONICALLY SIGNED BY:

**Registrar of High Court , Gauteng
Local Division,Johannesburg**

**IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION, JOHANNESBURG**

CASE NO:

In the matter between:

LAURA STRUGNELL

First Plaintiff

JESSICA HAYES-HILL

Second Plaintiff

And

SWIMMING SOUTH AFRICA

First Defendant

**SOUTH AFRICAN SPORTS CONFEDERATION
AND OLYMPIC COMMITTEE NPC**

Second Defendant



COMBINED SUMMONS

TO: The Sheriff of the High Court or his Deputy:

INFORM: **SWIMMING SOUTH AFRICA**, an association established in terms of section 1(e) of the National Sport and Recreation Act 18 of 2007, and with sole jurisdiction for the administration and control of aquatics and its disciplines in the Republic of South Africa for and in the interests of all citizens of South Africa (the public) with its principal place of business at 124 Van Beek Street, North Wing, Ground Floor Johannesburg Stadium, New Doornfontein (*"the First Defendant"*).

AND INFORM: **SOUTH AFRICAN SPORTS CONFEDERATION AND OLYMPIC COMMITTEE NPC**, a non-profit company incorporated in accordance with the company laws of the Republic of South Africa and recognised as such by the provisions of the Companies Act, 2008 and having its registered address at Olympic House, James and Ethel Gray Park, Atholl Oaklands Road, Melrose, Johannesburg (*"the Defendant"*).



THAT: **LAURA STRUGNELL**, an adult female, residing at Bougain Villas, 1 Century Boulevard, 104 Coral, Century City, Cape Town, 7441 (*"the First Plaintiff"*).

AND **JESSICA HAYES-HILL**, an adult female, residing at 74 Pluto Road, Plumstead, Cape Town, 7800 (*"the Second Plaintiff"*).

And collectively (*"the Plaintiffs"*).

Hereby institutes action against the Defendants in which action the Plaintiffs claim:

SEE PARTICULARS OF CLAIM ANNEXED HERETO

INFORM the Defendants further that if the Defendants dispute the claim and wish to defend the action the Defendants shall: -

1. Within 10 (TEN) days of the service upon the Defendants of this summons, file with the Registrar of this Court, at HIGH COURT BUILDING, Cnr Kruis and Pritchard streets, Johannesburg, notice of the Defendants' intention to defend, and serve a copy thereof on the Plaintiff's attorney, which notice shall give an address (not being a post-office box or *poste restante*) referred to in Rule 19 (3) for the service upon the Defendants of all notices and documents in the action;
2. Thereafter, and within 20 (TWENTY) days after filing and serving Notice of Intention to Defend as aforesaid, file with the Registrar and serve upon the Plaintiffs a *Notice of Exception*, Notice to Strike Out, with or without a Counterclaim.



INFORM the Defendants further that if the Defendants fail to file and serve notice as aforesaid, judgment as claimed, may be given against the Defendants without further notice to the Defendants or if, having filed and served such notice, the Defendants fail to plead, except, make application to strike out or counterclaim, judgment may be given against the Defendants.

AND immediately thereafter serve on the Defendants a copy of this summons and return the same to the Registrar with whatsoever you have done thereupon.

SIGNED and DATED at **SANDTON** on this the 18th day of **SEPTEMBER 2024**.

**REGISTRAR OF THE ABOVE HONOURABLE COURT
JOHANNESBURG**


**RYAN LANE (AN ATTORNEY WITH
A RIGHT OF APPEARANCE)**




BURROWS ATTORNEYS INC.

Plaintiff's Attorneys
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Riverpark,
42 Homestead Road
Rivonia
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Tel: 0737817370
Email: david@burrowslaw.co.za
Ref: Mr B Landman/S0235

ANNEXURE "A"**PARTICULARS OF CLAIM****PARTIES**

1. The First Plaintiff is **LAURA STRUGNELL**, an adult female, residing at Bougain Villas, 1 Century Boulevard, 104 Coral, Century City, Cape Town, 7441.
2. The Second Plaintiff is **JESSICA HAYES-HILL**, an adult female, residing at 74 Pluto Road, Plumstead, Cape Town, 7800.
3. The First Defendant is **SWIMMING SOUTH AFRICA**, an association established in terms of section 1(e) of the National Sport and Recreation Act 18 of 2007 and with jurisdiction for the administration and control of aquatics and its disciplines in the Republic of South Africa for and in the interests of all citizens of South Africa (the public) with its principal place of business at 124 Van Beek Street, North Wing, Ground Floor Johannesburg Stadium, New Doornfontein.
4. The Second Defendant is **SOUTH AFRICAN SPORTS CONFEDERATION AND OLYMPIC COMMITTEE NPC**, a non-profit company incorporated in accordance with the company laws of the Republic of South Africa and recognised as such by the provisions of the Companies Act, 2008 and having its registered address at Olympic House, James and Ethel Gray Park, Atholl Oaklands Road, Melrose, Johannesburg.
5. No relief is sought against the Second Defendant, who is cited herein insofar as it may have a direct and substantial interest in the outcome of this action.



JURISDICTION

6. This Honourable Court has jurisdiction as the Defendant's registered address and principal place of business fall within its jurisdiction.

THE FIRST DEFENDANT'S FUNCTION IN SOUTH AFRICAN SPORTS

7. The First Defendant is purportedly the authority with jurisdiction for the administration and control of Aquatics and its disciplines of Diving, Masters, Open Water Swimming, Swimming, Artistic Swimming and Water polo in the Republic of South Africa.

8. The First Defendant is a voluntary Association with full legal personality, capable of suing and being sued in its own name.



9. In its Constitution:

- 9.1. The main objectives of the First Defendant are stipulated as being to develop, control and promote all aquatic disciplines for its abled and disabled members in the Republic of South Africa, to adopt uniform and adequate rules and regulations for the holding of competitions, to ensure that all Affiliates, their Districts and the Clubs subscribe and adhere to the By-Laws, Rules and Regulations of competitions, and Policies and Strategies of the organization as determined by the First Defendant from time to time.
10. Individual members of the First Defendant automatically become members of the First Defendant on capitating with a Club in the District of their residency.
11. The Plaintiffs are members of a Club and thus are members of the First and Second Defendant.
12. A copy of A copy of the First Defendant's Constitution is attached hereto and marked "**POC1**".

THE SECOND DEFENDANT'S FUNCTION IN SOUTH AFRICAN SPORTS

13. The South African Sports Confederation and Olympic Committee NPC ("**SASCOC**") was purportedly established in 2013 as a body corporate with full legal capacity, capable of suing and being sued in its own name.
14. In its Constitution:
 - 14.1. The main business of the SASCOC is stipulated as being to promote and develop high-performance sport as defined in the National Sport and Recreation Act 110 of 1998 as amended by the National Sport and Recreation Amendment Act, No 18 of 2007 in the Republic of South Africa as well as to act as the controlling body for sport in the Republic of South Africa and for the preparation and delivery of Team South Africa as defined in the aforesaid Act, at all multi-sport international games including but not limited to the Olympic Games, Paralympic Games, Commonwealth Games, World Games and All Africa Games; and
 - 14.2. The mission of the SASCOC is stipulated as being to develop, promote and protect the Olympic Movement in the Republic of South Africa, in accordance with the Olympic Charter.
15. The constituent members of the SASCOC are the National Sports Federations affiliated with the International Federations governing sports on the program of the Olympic Games.
16. The First Defendant is one such National Sports Federation and is thus a member of the SASCOC.
17. A copy of the Second Defendant's Constitution is attached hereto and marked "**POC2**".
18. Clause 20 of the Second Defendant's Constitution provides that the First Defendant must comply with the Second Defendant's constitution and any directives issued by its General Assembly, provided that they do not conflict with the relevant International Federations. The membership criteria and processes for



the First Defendant are outlined in the Membership Recognition and Compliance by-laws.

19. Thus, properly construed, SASCOC is obliged to ensure that a coaching body is framed and articulated in terms of the SASCOC Constitution, Rules and Regulations.

20. That SASCOC thus controls the entry of South African athletes (participating as individuals and as teams) to represent South Africa at, *inter alia*, the World Championships and Olympic Games.

21. However, the selection of South African athletes (participating as individuals and as teams) to represent South Africa is determined by the National Sports Federation governing the sport in which the individual competes.



22. Practically, an individual may only represent South Africa, and be part of Team South Africa, if he/she:

22.1. Qualifies for same in terms of the International Sports Federation qualifying criteria.

22.2. Is recommended for same by his/her National Sports Federation; and

22.3. Is entered for same by the SASCOC.

23. This accords with the International Olympic Committee's Olympic Charter, which provides that National Olympic Committees shall "*constitute, organize and lead their respective delegations at the Olympic Games and at the regional, continental or world multisport competitions patronized by the IOC. They decide upon entry of athletes proposed by their respective national federations. Such selection shall be based not only on the sport performance of an athlete but also on his ability to serve as an example to the sporting youth of his country. The NOCs must ensure that the entries proposed by the national federations comply in all respects with the provisions of the Olympic Charter*".

24. Accordingly, provided that an athlete or team qualifies for an international event, is recommended for same by his/her National Sports Federation, and complies in all respects with the provisions of the Olympic Charter, the Second Defendant (as South Africa's National Olympic Committee) is obliged to enter such athlete to represent South Africa.
25. In light of the SASCOC's exclusive control of the entry of persons to represent South Africa and provided that an individual or team has qualified for and has been recommended by the National Sports Federation to compete at the Olympic Games as set out above, the SASCOC owes that individual a legal duty, and has a positive legal obligation, to enter him/her to represent South Africa at the Olympic Games.
26. The SASCOC is thus ultimately responsible for the entry and participation of athletes competing at international levels such as the World and Olympic Championships and for dispute resolution regarding individuals affiliated to the SASCOC.
27. It is reiterated, however, that no relief is sought against the Second Defendant, who is cited herein insofar as it may have a direct and substantial interest in the outcome of this action.



BACKGROUND

28. The Plaintiffs are internationally experienced athletes having competed several times representing the Defendants and the Republic of South Africa.
29. World Aquatics ("WA") is the International Sports Federation recognized as the world governing body of aquatic sports.
30. WA is responsible for organizing aquatic sports at the World Championships and Olympic Games, including determining the manner in which individuals qualify to compete at the Olympic Games.
31. WA determined the Olympic qualification criteria for the World Championships set to take place from 2 February 2024 to 18 February 2024.

32. In terms of the qualification system for artistic swimming determined by WA, WA established that The World Championships in Doha would serve as the Continental Qualifier for Africa.

32.1. For World Aquatics competitions each country shall be entitled to enter one Women Solo Technical, one Women Solo Free, one Men Solo Technical, one Men Solo Free, one Women Duet Technical, one Women Duet Free, one Mixed Duet Technical, one Mixed Duet Free, one Open Technical Team, one Open Free Team and one Open Acrobatic Routine.

33. On 9 January 2024 the First Defendant announced the team to attend the 21st World Aquatics Championships Qatar, Doha (*"World Championships"*) which was to be held from 2 February 2024 to 18 February 2024 (*"Team Announcement"*). A copy of the Team Announcement is attached hereto marked as an annexure **"POC3"**.



34. The Team Announcement confirmed the Plaintiff's selection and appointment as members of the Artistic Swimming Team and the SSA National Team to participate at the World Championships.

35. The team staff (*"Team Management"* and/or *"Team Officials"*) appointed by SSA as part of the Artistic Swimming Team (*"Team"*) for the World Championships were as follows:

35.1. Yolandi Dlamini (Team Manager).

35.2. Wendy Buitendag (Coach); and

35.3. Kelly Sloley (Coach).

36. The aforesaid selection by the First Defendant of the Artistic Swimming Team for the World Championships was subject to the completion and signature (by athletes and team officials) of the athlete and team official agreement (*"Athlete Agreement"*).

37. The Athlete Agreement is binding on the First Defendant and all Athletes and Team Officials (referring to the Team Management), who are bound by the terms and conditions of the Athlete Agreement, which agreement is of force and effect for the duration of the World Championships or “Event” as it is referred to in the Athlete Agreement. Copies of the Athlete agreements for both Plaintiffs are annexed hereto and marked “**POC4**” and “**POC5**”, respectively.
38. In terms of clause 3.1 of the Athlete Agreement, direction of and authority over the Team is vested in the First Defendant as provided in the First Defendant's Constitution.
39. It is confirmed that at all material times and to date, both Plaintiffs:
- 39.1. Were, and are, a South African Citizen.
 - 39.2. Have been residents in South Africa for a period of two years.
 - 39.3. Were not under investigation or suspension for any offence of whatsoever nature.
 - 39.4. Had not competed for any country other than South Africa.
 - 39.5. Had adhered to and complied with all the provisions of all of the SASCOC's Rules, Regulations, Constitution and Directives as well as the First Defendants and WA's Rules and Regulations.
 - 39.6. Had competed at, and won, the First Defendant's national championships in 2023 and 2024.
 - 39.7. Were selected by the First Defendant to participate in the World Championships and qualifying event.



CODE OF CONDUCT

40. Furthermore, both Athletes and Team Officials agree to be bound by the SSA Constitution, and the code of conduct attached to the Athlete Agreement as Appendix 2(two) thereto (“*Code of Conduct*”).

41. The Code of Conduct provides, *inter alia*, that:

- 41.1. 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, accept and agree 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.
- 41.2. SSA has accepted the responsibility on behalf of the 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.
- 41.3. 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 reproach.
- 41.4. If anyone (Athletes and/or Team Management) should infringe the Code of Conduct, disciplinary steps at the discretion of SSA, and as necessary, in consultation with the authority concerned, will be taken against such person. This may include, under special circumstances, the immediate suspension of Team membership.
- 41.5. SSA will ensure that the Team management will consist of seasoned, experienced and responsible people who can provide the necessary guidance.
- 41.6. Every Team Member, which includes Athletes and Team Officials, is an ambassador of South Africa and accepts that acceptable behaviour includes acting with dignity and respect for others.



DISCIPLINARY PROTOCOL AND SANCTIONS

42. Clause 17 of the Athlete Agreement provides that should an Athlete or Team Official be in breach of any of the provisions of the Athlete Agreement, all of which shall be deemed to be material, SSA may at its discretion:

42.1. Terminate the Athlete or Team Official's membership of the Team.

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

42.3. Exclude the Athlete or Team Official from competing at the Event.

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

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



43. In terms of the Disciplinary Protocol 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.

44. Specific reference is made in the Disciplinary Protocol to Clause 17 of the Athlete Agreement (Breach of Provisions of the Agreement).

45. In the event of a breach of the Athlete Agreement and/or the Code of Conduct, the Disciplinary Protocol provides the following:

45.1. 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.

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

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

45.4. 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.

45.4.1. 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.



45.4.2. 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.

45.4.3. 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.

45.4.4. 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.

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

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

45.4.7. 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 disciplinary hearing.

NOTICE OF DISCIPLINARY MEETING

46. At 13h26 (Doha time) on Friday 1 February 2024 the Members received a WhatsApp message from Ms. Dlamini which stated as follows:

"Hi Girls please see attached".



A copy of a screenshot of the aforesaid WhatsApp message is attached hereto as annexure "**POC6**".

47. The attachment referred to by Ms. Dlamini was a written notice to attend a disciplinary hearing, attached hereto and marked as annexure "**POC7**" ("*Notice of Disciplinary Meeting*").

48. The Notice of Disciplinary Hearing purported to give the Members notice of the calling of a Disciplinary Hearing.

49. In terms of the Disciplinary Meeting Notice the disciplinary meeting was due to take place on 1 February 2024 at 15h15 to 15h45 (a 30-minute duration). It is important to note that this meant that the Disciplinary Hearing was set to take place less than 2 hours after notice was given.

50. The Charge the First Defendant relied upon was as follows:

"Deceitful actioning of training protocol without management approval" (the "Charge").

51. No further information was provided in the Disciplinary Meeting Notice, in particular, the Disciplinary Meeting Notice did not disclose any alleged material facts in support of the Charge. The Disciplinary Notice thus failed and/or neglected

to inform the Plaintiffs of the “essential facts” which give rise to the Charge in the Disciplinary Notice.

52. In the circumstances the Plaintiffs were unable to fully and properly understand the charge against nor were able to prepare a defense.

THE DISCIPLINARY MEETING

53. The Plaintiffs attended the disciplinary meeting as instructed by the First Defendant.

54. At the commencement of the disciplinary meeting, the Plaintiffs raised the following preliminary matters, recording that the process was fundamentally unfair and prejudicial to in the circumstances:



- 54.1. Inadequate (unreasonable) notice of the disciplinary meeting had been given which prevented proper and adequate preparation for the meeting.
- 54.2. There was a lack of disclosure of essential facts in support of the allegation and therefore the Plaintiffs were unable to prepare a defense to and against the charge.
- 54.3. The right to legal representation was requested.
- 54.4. Enquiry as to why the matter could not be postponed to a time after the Event when all parties had returned to South Africa.
- 54.5. It was stated the disciplinary meeting would unreasonably interfere with the preparation for and competing in the competition on 2 February 2024.
55. Pursuant to the aforesaid representations and/or submissions, it was stated by Ms. Soley that the Disciplinary Meeting would be commencing despite the Plaintiff's submissions. It was further stated by Ms. Soley that disciplinary meetings **must** be held on the same day as the alleged offences.
56. Notwithstanding the above, the First Defendant agreed to a short adjournment as they stated they would need to take advice and would revert. The Disciplinary Hearing was thereafter adjourned until further notice.

SANCTION OF WITHDRAWAL FROM THE COMPETITION

57. On Saturday 2 February 2024 the Plaintiffs were informed by the First Defendant that a decision had been made by the First Defendant in the Plaintiff's absence and without a disciplinary hearing that the Plaintiffs had been withdrawn from all events, accreditation revoked and that the Plaintiffs would be sent home on the first flight the following morning (Sunday, 3 February 2024).

58. This decision was made by the First Defendant in the Plaintiffs' absence.

59. The sanction was issued by the First Defendant without following due and proper process as prescribed by or in the Disciplinary Protocol.

60. The sanction and actions taken by the First Defendant contravened the Disciplinary Protocol in that:



60.1. The Plaintiffs were not given reasonable notice of a disciplinary hearing together with all the essential facts to prepare a reply to the charge. In fact, no notice (or essential facts and details of the charge/s) was given at all, and no disciplinary hearing was held before a properly constituted and appointed Disciplinary Panel.

60.2. The Plaintiffs were accordingly not given the opportunity to present a case at a disciplinary hearing before a decision was made.

60.3. No written reasons for any decision and action taken against the Plaintiffs were given to them.

60.4. No sense of fairness, whether general or at all, has prevailed before, during or after any decision.

61. The sanction and action taken against the Plaintiffs is accordingly substantively and procedurally unfair and falls to be set aside on a review/appeal.

PLAINTIFFS' APPEAL

62. Despite repeated requests for written reasons for the decision of the First Defendant, they failed and/or refused and/or neglected to make same available.

63. In terms of Clause 15.1 of the First Defendant's Constitution

"Any Individual member may appeal to SSA against any decision of the Executive Committee. All appeals lodged with the Defendant must be submitted in writing setting forth the facts, accompanied by extracts, or copies of all documents quoted, or relating to the case. All appeals must be lodged within fourteen (14) days after the incident or sanctions and the appellant must deposit the sum of one thousand rand of which whole or part may be refunded or retained by the Defendant at its discretion."

64. Disputes between the First Defendant and its affiliates that are not resolved by the First Defendant may be referred for Arbitration to the SASCOC and must follow due process.



65. On Friday 16 March 2024 the Plaintiffs, through their attorneys of record, launched an appeal against the sanction handed down by the First Defendant on 2 February 2024. A copy of such appeal is attached hereto marked "**POC8**".

66. The Plaintiffs complied with the First Defendant's Constitution and appeal process in that they:

66.1. Lodged the appeal with the First Defendant in writing setting out all the facts accompanied extracts.

66.2. Lodged the appeal within the fourteen (14) days; and

66.3. Made a deposit of the sum of one thousand rand (R1000.00) each.

67. During the appeal hearing on 24 June 2024, it was decided that the disciplinary meeting as well as the resulting sanctions were not procedurally and substantively fair. The appeal was upheld, and the sanctions against the Plaintiffs were set aside. A copy of the Appeal Judgement is attached hereto and marked as an annexure "**POC9**".

THE PLAINTIFFS' DAMAGES

68. As a result of the First Defendant's conduct, the Plaintiffs have suffered the damages set out below.
69. Prior to the commencement of the World Championships, the Plaintiffs secured a sponsorship valued at R996,223.93 (nine hundred ninety-six thousand two hundred and twenty-three thousand Rand and ninety-three Cents) in order to train. Pursuant thereto:
 - 69.1. The Plaintiffs were due to apply for further sponsorships in order to continue their training towards future World Championships and Olympic Games.
 - 69.2. In the absence of participating in the World Championships and the Olympic Games, the Plaintiff's prospects of securing similar sponsorships are remote.
 - 69.3. As such the Plaintiffs have suffered damages in the amount of R996 223.93, which the damages the First Defendant is liable for.
70. To qualify for the Olympic Games, it was essential for the Plaintiffs to participate in the World Championships, as there are no other qualifying events available either in South Africa or internationally.
71. If the First Defendant had not breached its legal duty and the Plaintiffs had been permitted to represent South Africa at the World Championships, they would have retained sponsorships to support their training and qualification for the Olympic Games. The Plaintiffs are now required to personally cover the costs of attending and competing in all annual tournaments, both locally and internationally, which would have otherwise been funded by sponsorships for the next four years.
72. These sponsorships would have covered expenses such as coaching, medical care, flights, accommodation, costumes, transportation, food, and other related costs.



73. The cost of training for, attending, and competing locally and internationally is approximately R1,300,000.00 (one million three hundred thousand Rand) per annum for the next four years, which costs would have been covered by sponsorship in this regard in due course.
74. It is not reasonably practical to provide a breakdown of these costs, and the plaintiffs reserve the right to amend the particulars of claim to more accurately reflect its damages in this regard in due course.
75. The Plaintiffs thus will suffer damages in the amount of R1,300,000.00 per annum in respect of monies necessary to be expended in qualifying for the next World Championships and Olympic Games as a result of the First Defendants' breach of legal duty.
76. As such, and as a result of the First Defendant's wrongdoing and culpable breach of legal duty, and in order to put the Plaintiffs in a position they would have, had they competed in the World Champs, the Plaintiff has suffered the following damages:
77. As a direct result of the First Defendant's wrongful and negligent breach of legal duty, the Plaintiffs have incurred additional damages, which include the following:
- 77.1. R996 223.93 as costs incurred for qualifying for the World Champs.
- 77.2. R5 200 000.00 calculated as R1 300 000.00 that the Plaintiffs will be required to pay per year for the next four years in order to train and qualify for the next World Champs and Olympic Games.
- 77.3. Payment in the amount of R500,000.00 for each Plaintiff for the emotional distress, mental anguish, and reputational damage suffered by the Plaintiffs as a result of the First Defendant's wrongful and negligent conduct.



78. The Plaintiffs have, alternatively, hereby demanded that the First Defendant make payment to the Plaintiffs. As a result of the failure to do so, the Plaintiffs have suffered prejudice at the hands of the First Defendant.

WHEREFORE the Plaintiffs pray for judgement against the First Defendant as follows:

1. Payment in the amount of R996 223.93
2. Payment in the amount of R5 200 000.00
3. Payment in the amount of R500,000.00 for the First Plaintiff.
4. Payment in the amount of R500,000.00 for the Second Plaintiff.
5. Costs of suit.
6. Further and/or alternative relief.



SIGNED AND DATED AT RIVONIA ON THIS THE 18th DAY OF SEPTEMBER 2024



RYAN LANE
(AN ATTORNEY WITH
A RIGHT OF APPEARANCE)