



JUDGES CONTRACT

THIS AGREEMENT, made this day of **2019 BETWEEN**

European Conference of Arab Horse Organizations (ECAHO), Goethestrasse 61, 9008 St. Gallen, Switzerland, (hereinafter “ECAHO”) of the one part,

and

(you).....of (address).....

.....in the Country of.....

(hereinafter the “Judge”) of the other part with a date of birth of.....

WHEREAS ECAHO has established an in its Blue Book an A List and a B List of Judges (hereinafter called the “List(s)”), and the Judge desires to be appointed a recognised judge of the (A) / (B) List of Judges.

NOW THIS AGREEMENT WITNESSES

1. That the Judge is hereby appointed as a recognised Judge in the (A) / (B) List of Judges until **31.12.2021**, unless earlier retired or suspended or expelled by the respective body of ECAHO.
2. That the Judge may apply for a prolongation of this Agreement may be prolonged for a term of not more than three years, with the possibility of later further prolongations, by signing an Addendum hereto sending a respective request in writing to the address of ECAHO’s Executive Secretary as printed on the back of ECAHO’s Blue Book **by not later than 6 months before the end of the term of this Agreement**.
3. That the Judge may latest officiate at a show in the calendar year in which he/she reaches the age of 75 years (75th birthday).
4. That this Agreement shall terminate, without notice of termination being given, on the last day of the term of this Agreement, or on the last day of the term of the prolongation of this Agreement, or on the 31st of December of the calendar year in which the Judge reaches the age of 75 years (75th birthday). Afterwards he/she may no longer officiate at a show.
5. That the Judge may retire as a recognised Judge upon a notice of his intention so to retire, given at least thirty (30) days in advance in duly signed writing by the Judge to the Executive Committee. The notice must be sent to the address of ECAHO’s Executive Secretary as printed on the back of ECAHO’s Blue Book. The period of thirty (30) days commences one (1) day after receipt by ECAHO’s Executive Secretary.
6. That the Judge herewith agrees to accept and comply with the Constitution, the jurisdiction, and all applicable rules, codes, regulations, and decisions of ECAHO.
7. That the Judge herewith confirms to be a person of good repute and to have a clean criminal record. Entries in a criminal record must be unsolicitedly disclosed to the ECAHO Office without delay. The

Executive Committee may freely assess if such an entry shall prevent the Judge from being appointed as a recognised Judge or if the Judge shall be suspended or expelled.

8. That the Judge herewith agrees to accept and comply with his/her following responsibilities:

- a) Dress for the Judge shall be smart and suitable for the event.
- b) Whilst judging the show, the Judge will refrain from drinking alcohol or taking any substance that may impair the ability of the Judge to judge effectively.
- c) The Judge should not make any social conversation during the course of class and must not use electronic communication devices in the show ring/arena/paddock, except for official devices provided by the show organizer for the purposes of the event only.
- d) The Judge must not back out of an appointment except under the most extreme circumstances. The Executive Secretary may request a medical certificate in cases of a broken appointment as a result of illness. The Judge who, in extreme circumstances, is unable to keep the appointment must immediately inform the show organizer. If the Judge cancels the invitation after the travel arrangements have been made, he / she will pay all the costs arising out of this booking.
- e) The Judge shall attend at least one ECAHO Arabian Horse Seminar or Workshop every three years.
- f) The Judge shall evaluate Arabian exhibits at shows in accordance with the "Judge's Manual".
- g) The Judge shall adjudicate each class at a show in conformity with the rules and specifications in that class in accordance with the rules of ECAHO current Blue Book.
- h) The Judge shall require the removal or alteration of any piece of equipment or accoutrement which, in his opinion, is not in accordance with ECAHO Rules and regulations.
- i) The Judge shall at no time interfere with exhibit's tack or gear in the ring nor will they touch the exhibit in any way.
- j) The Judge shall not exhibit, or assist any exhibitor, or handle any horse, at a show at which he/she is officiating.
- k) The Judge is expected to display the highest standards of ethics inside and outside the show ring / arena / paddock at all times including at events where he/she is not officiating.
- l) The Judge shall not advertise, solicit or canvass his judging services.
- m) No Judge may judge more than one Title Show within Europe and one Title show outside Europe during the same calendar year.
- n) No Judge may judge more than 15 Arabian horse Shows in ECAHO Member countries in the calendar year.
- o) The Judge must avoid any circumstances which could be an actual or apparent conflict of interest, and may not officiate at a show if he/she has an actual or apparent conflict of interest, due to his knowledge.
- p) An actual or apparent conflict of interest may occur, amongst others, if the Judge officiates at a show at which a horse, irrespective of the payment or receipt of a remuneration or any other consideration:
 - a. is being trained or handled by a member of the Judge's family,
 - b. has been bought or sold by a Judge either as owner or agent,
 - c. has been bred or is owned in whole or part by the Judge or by a member of the Judge's family, or a business partner in an Arab horse business venture,
 - d. has been leased by the Judge, at any time,
 - e. has been bred by or is the property of a breeding organization in which the Judge is or was an employee,
 - f. has been regularly trained, examined or treated by the Judge in a professional capacity,
 - g. is the subject of an on-going negotiation to buy or lease, or a provisional purchase condition to which the Judge is a party.
- q) An actual or apparent conflict of interest may further occur, amongst others, if the Judge, irrespective of the payment or receipt of a remuneration or any other consideration, during the period of one year (365 days) before a show at which the Judge officiates:
 - a. has entered into any business relationship with an exhibitor at that show,

- b. has performed consulting for an exhibitor at that show,
 - c. has purchased or sold a horse from or to an exhibitor at that show,
 - d. was involved with the breeding of a horse of an exhibitor at that show,
 - e. was involved in similar activities with an exhibitor at that show.
- r) The Judge must immediately decline to officiate if he/she considers himself/herself to have a conflict of interests concerning a horse, its handler or its owner(s).
 - s) The Judge must immediately disclose his/her vested interests to the Executive Committee of ECAHO by sending a written notice of disclosure to the address of the ECAHO Office (see address below). The same applies in cases where the Judge is uncertain if a situation of conflict of interest exists or not.
 - t) The Judge shall under no circumstances bring into question his/her integrity or honesty and will therefore, amongst others, during a corresponding sufficient period of time before as well as during the show concerned, neither visit exhibitors' premises nor accept exhibitors' hospitality or gifts nor accept any other benefits from exhibitors.
 - u) The Judge is the official guest of the show organizer prior to the show. The Judge shall not during the period of a show at which he/she is judging, be the house guest of a person who is exhibiting at the show. Many shows are social occasions and organizers sometimes arrange social evenings to which a Judge may be invited. Provided that the Judge uses common sense and integrity he/she may attend such gatherings.
 - v) If the Judge or member of his/her family organizes an A or Title show, the Judge may not officiate at any other ECAHO A or Title show, except cases when the A or Title show is organized by the national Arab horse organization of an ECAHO Member country.

9. That the Judge agrees that all information provided by ECAHO and its representatives, whether written or oral (the "Confidential Information") shall be treated as confidential and proprietary to ECAHO. The Confidential Information does not include information which (i) was or becomes generally available to the public as a result of prior disclosure by ECAHO or its representatives, (ii) was or becomes available to the Judge on a non-confidential basis from a source other than ECAHO or its representatives provided that such source is not bound by a confidentiality agreement with ECAHO, or (iii) was or becomes available to the Judge without any obligation of confidentiality prior to its disclosure by ECAHO.

10. That the Judge herewith agrees, that unless the Constitution, all applicable rules, codes, regulations, and decisions of ECAHO apply, this Agreement shall be exclusively governed and construed according to the applicable substantive laws of Switzerland, excluding the rules on the conflict of laws.

11. That the Judge accepts that any dispute, which cannot be settled under the existing **jurisdiction of ECAHO**, shall be **exclusively settled by the ordinary courts in St. Gallen, Switzerland**.

12. That accepting judging appointments on behalf of ECAHO is conditional on the Judge being suitable for the assignment and fully able to perform the inherent requirements for the position. **By signing this Judge's Agreement you, as an ECAHO Judge must do so in the full knowledge of the associated risks involving horses.** Should any circumstances change that may affect your capacity to perform the inherent requirements of the position that you are undertaking, you are obliged to inform ECAHO with no delay.

IN WITNESS WHEREOF the parties hereunto set their hands on the date first hereinbefore written. This agreement will be confirmed by issuing ECAHO Judges license (card).

Signed for and on behalf of ECAHO

Signed by the said Judge

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