## PLAYER STATUS, PLAYER CONTRACTS AND PLAYER MOVEMENT REGULATIONS

#### 1. DEFINITIONS

For the purposes of these regulations the terms below shall have the following meanings assigned to them:

"Additional Players" means those Players contracted on any terms and conditions agreed between the Province and the Player and subject to the provisions catered for in the Collective Agreement between SAREO and SARPA;

"Agent"- means a natural person who is an agent or representative of a Player who represents a Player in contract negotiations with a Province and any of the other services set out in clause 2.4 of the SARU Player Agent Regulations and who has been accredited under the said Regulations;

"CEO" - means the Chief Executive Officer of SARU, or his nominee;

"Chairman of the NJC" - means the Chairman of the National Judicial Committee;

"Clearance" - means the written consent (Schedule II) authorising a Player to participate in any rugby activity in a New Province at the request of such New Province and/or New Club and signed by:-

- (i) the Player's Current Province and/or Current Club, as the case may be; and
- (ii) the New Province and/or New Club, as the case may be;

"Club" - means a body or organisation as defined in clause 1.2.7 of the Constitution of SARU;

"Collective Agreement" means the agreement between SARPA and SAREO negotiated annually and which regulates the employment by the Provinces of Players who are at least 22 years of age and the provisions of the agreement shall be binding on the members of SAREO, Players who are members of SARPA and in terms of s23 (1)(d) of the Labour Relations Act 66 of 1995, on all Players who are not members of SARPA;

"**Contract Player**" – means a Player who has concluded a contract in writing with a Province and/or Club, as the case may be, and receives material benefit from such Province and/or Club, as the case may be;

"Current Club"- means the Club with which a Player is Registered;

"Current Province"- means the Province within which a Player is Registered;

"Game" - means rugby played in accordance with the Laws of the Game of the IRB;

"Home Club" - means the Club with which a Player is or was first Registered, or, if different, the Club(s) where a Player was trained and developed;

"Home Province"- means the Province within which a Player is or was first Registered, or, if different, the Province(s) where a Player was trained and developed, including training and development at a school(s) within the Province;

"Material benefit" - means money, consideration, gifts or other benefits whatsoever promised or given to a Player or any other individual, body corporate, partnership (or any other body or entity whether incorporated or not) at his direction in respect of such Player's participation in the Game, but shall not include bona fide reimbursement of expenses incurred for reasonable travel, accommodation, subsistence or other expenses incurred solely and directly in relation to the Game;

"**Misconduct**" - means any conduct, behaviour or practices on or off the playing enclosure as defined in IRB Regulation 17 and 20 and the Codes of Conduct of SARU or SANZAR;

"National Judicial Committee" – means the committee to which the Executive Council of SARU in terms of clause 17.13 of the Constitution has delegated its disciplinary powers in terms of clause 17.12.2 of the Constitution, and otherwise, with the right to further delegate such powers to disciplinary committees or judicial officers.

"New Club" - means the Club with which a Player intends to become Registered;

"New Province"- means the Province within which a Player intends to become Registered;

"Non-contract Player" - means a player who does not have a written agreement with a Province or Club, irrespective of whether the Player receives Material Benefit;

"NJC" – means the National Judicial Committee.

"**Person**" - means a Player, trainer, referee, touch-judge, coach, selector, medical officer, physiotherapist or other individual who is or has been at any time involved in the Game of Rugby Football, or in the organisation, administration, or promotion of the Game under the jurisdiction of SARU or a Province or member of SARU;

"Player" - means a Player of the Game Registered with a Club and/or Province;

"**Province**" - means a provincial union as defined in Clause 1.2.21 of the Constitution of SARU;

"Registered" - means registered with a Club in a Province;

**"Rugby Body"** - means a club as defined in clause 1.2.7 of the Constitution of SARU, a Province, a rugby body as defined in clause 1.2.24 of the Constitution of SARU; or a Province or a corporate or incorporate association of provinces participating in the SANZAR Super Rugby Competitions;

"SAREO" - means the South African Rugby Employers Organisation;

"SARPA" - means the South African Rugby Players Association;

"SARU" - means the South African Rugby Union;

"Standard Players Agreement" - means an agreement substantially in the form of a standard agreement negotiated and agreed to between SARPA and SAREO pertaining to Players participating on senior Provincial level;

"**Transfer fee**" - means a fee to be agreed and paid by a Club and/or Province to another Club and / or Province in respect of a Player who is entitled to transfer during the term of his contract;

**"Transferees" or "Transferee"** - means a club and/or province referred to as such in 4.8 and 5.1 below, as appropriate; and

**"Transferors" or "Transferor"** – means a club and/or a province referred to as such in 4.8 and 5.1 below, as appropriate.

#### 2. INTRODUCTION

- 2.1 The Game is open to all and Players may receive Material Benefit notwithstanding that for the majority of Players participating in the Game, it will remain a non-vocational leisure activity.
- 2.2 SARU, Provinces, Rugby Bodies, Clubs, Persons, Agents and other persons / entities referred to in these Regulations shall be subject to and adhere to the Bye Laws and Regulations Relating to the Game of the IRB, the Constitution and Regulations of SARU and where applicable, the Implementation Agreement and Regulations of SANZAR.
- 2.3 Words denoting any one gender shall include the other gender.

#### 3. STATUS OF PLAYERS AND CONTRACTS FOR MATERIAL BENEFIT

- 3.1 Subject to Regulation 3.7 and 3.2:
  - 3.1.1 A Player may receive Material Benefit from a Province and/ or Club.

- 3.1.2 A Province may regulate the terms and conditions of Material Benefit payable by its Clubs to a Player(s), including the amount, if any, of Material Benefit payable to such Player(s).
- 3.1.3 A Player covered under the Collective Agreement has to have a Standard Players Agreement with a Province, provided that such Province is a member of SAREO.
- 3.1.4 A player covered under any other collective agreement between SARPA and a Province shall enter into a written player contract agreed to between SARPA and that Province.
- 3.1.5 An Additional Player who receives Material Benefit shall have a written contract with the Province.
- 3.1.6 Any Player receiving Material Benefit from a Club should have in place a written contract with such Club.
- 3.2 A contract between a Club and a Player shall be subject to the following conditions:
  - 3.2.1 it shall be for a fixed term ;
  - 3.2.2 not be longer than 12 (twelve) months at a time; and
  - 3.2.3 shall not terminate later than 31 December of any given year, irrespective of the term in 3.2.2 above.
- 3.3 A copy of such written agreement between a Club and/or Province and a Player shall be provided to SARU on demand.
- 3.4 Only a Player who is currently R egistered shall be able to participate in competitions organised, recognised or sanctioned by that Province and/or SARU.
- 3.5 A Player may not be Registered simultaneously within more than one Province.
- 3.6 When leaving his Current Club and/or Current Province, a Player shall not be treated as a Contract Player unless he was registered as such with that Club within that Province at the time of his departure.
- 3.7 No Club or Province shall enter into a written agreement with any Player which enables the Player to receive Material Benefit unless:
  - 3.7.1 such Player has reached the age of 18 years; or
  - 3.7.2 in the case of a Player between the age of 16 and 18 years, such Material Benefit takes the form of a non refundable financial grant to be applied only for the purposes of a Player's academic and/or vocational training for a period of 12 months or longer.

3.8 No Cub or Province shall enter into an agreement with a Player under the age of 18 years, in terms whereof such Player undertakes, promises or agrees to, or give an option to enter into a Player's contract for Material Benefit after reaching the age of 18 years.

#### 4. MOVEMENT OF PLAYERS BETWEEN CLUBS AND PROVINCES

- 4.1 When the New Club or New Province intends to enter into a contract with a Player from his Home Province for the first time, the New Club or New Province shall advise the Home Province prior to entering into a contract with the Player. The Home Province will first be granted an opportunity to equal or better the offer made by the New Club or New Province, subject thereto that the Player is prepared to enter into a contract with his Home Province.
- 4.2 A Non-Contract or Contract Player leaving or proposing to leave an intended Transferor or Transferors, as the case may be, to play for an intended Transferee or Transferees, as the case may be, has to complete and sign an Application to be Transferred (Schedule I).
- 4.3 A Player leaving or proposing to leave an intended Transferor or Transferors, as the case may be, to play for an intended Transferee or Transferees, as the case may be or a Rugby body not associated with a Transferor or Transferors as the case may be, shall not be Registered or eligible to participate in competitions or matches, including practices, organised, recognised or sanctioned by that/those intended Transferee or Transferees, as the case may be, or SARU, as a Contract Player or as a Non-Contract Player until the Clearance Certificate (Schedule II) has been signed by the intended Transferee or Transferees, as the case may be, and the intended Transferee or Transferees, as the case may be; and clause 4.13 below has been complied with. Players contracted with a Club have to be cleared by his Current Club and his Current Province.
- 4.4 A copy of a Clearance Certificate must be sent to the intended Transferee or Transferees, as the case may be, a further copy must remain in the possession of the intended Transferor or Transferors, as the case may be, and a copy thereof shall be sent to SARU on demand.
- 4.5 The intended Transferor or Transferors, as the case may be, shall not consent to the issue of a Clearance Certificate if that Player, on receipt of the application by the Player to be transferred, is under suspension on disciplinary grounds due to Misconduct in accordance with Regulation 17 of the IRB or foul play in accordance with Law 10 and / or breach or breaches of Law 3.11(c), Law 4.5(c) and Law 6.A.5 of the Laws of the Game of the IRB.
- 4.6 An intended Transferor or Transferors, as the case may be, shall be entitled to refuse to give its consent to the issue of a Clearance if the Player concerned has not fulfilled any of the obligations under the terms of his contract with an intended Transferor or Transferors, as the case may be, *inter alia* an obligation to play for an intended Transferor or Transferors, as the case may be, until a date after the intended date of transfer.

- 4.7 Save in the circumstances set out in Regulations 4.4 and 4.5 above, an intended Transferor or Transferors, as the case may be, shall not be entitled to refuse to give its consent to the issue of a Clearance Certificate.
- 4.8 Disputes relating to the issue of a Clearance Certificate shall be referred by a Province only, to the CEO who shall initiate an enquiry into the matter and/or have it adjudicated in accordance with the provisions of the Disciplinary and Judicial Matters Regulations, preferably within three days.
- 4.9 Sub-Regulations 4.2 to 4.8 above and 4.10 to 4.13 below shall be applicable in regard to --
  - 4.9.1 A Player contracted with a Current Province and contracted with a Club ("the Transferors") when contracted with a New Province ("the Transferee").
  - 4.9.2 A Player contracted with a Current Province but not contracted with a Club ("the Transferor") when contracted with a New Province ("the Transferee").
  - 4.9.3 A Player contracted with a Current Province and contracted with a Club ("the Transferors") when contracted with a New Club outside his Current Province ("the Transferee").
  - 4.9.4 A Player contracted with a Current Province but not contracted with a Club ("the Transferor") when contracted with a New Club outside his Current Province ("the Transferee").
  - 4.9.5 A Player contracted with a Current Club and not contracted with a Province ("the Transferor") when contracted with a New Province ("the Transferee").
  - 4.9.6 A Player contracted with a Current Club and not contracted with a Province ("the Transferor") when contracted with a New Club outside his Current Province ("the Transferee").
  - 4.9.7 Or some other unforeseen movement of a Player authorised by the Chairman of the NJC, or his nominee, for the purposes of the payment of a transfer fee in terms of this regulation.
- 4.10 Subject to 4.11, an intended Transferee who wishes to negotiate the terms and conditions of the movement of a Player contracted with an intended Transferor or before the Player's contract has expired, shall in writing request permission from the intended Transferor to enter into negotiations with the Player concerned or his Agent. No negotiations, directly or indirectly, are permissible prior to obtaining the said permission. This sub-regulation is not applicable to a player contracted with a Club, but not contracted with his Province.
- 4.11 Notwithstanding 4.10, an intended Transferee may negotiate the transfer of a Contract Player from an intended Transferor to an intended Transferee and

may enter into negotiations with the Player concerned within a period of 120 days prior to the expiry date of a Player's contract or if such expiry date is after the end of October of a particular year, negotiations may take place within a period of 120 days prior to the end of October of that year without seeking any permission as set out above. This sub-regulation is not applicable to a player contracted with a Club, but not contracted with his Province.

- 4.12 Any Transfer fees payable to a Transferor or Transferors, as the case may be, for the movement of a Contract Player shall be agreed between the intended Transferor or Transferors, as the case may be, and the intended Transferee or Transferees, as the case may be.
- 4.13 A Player shall not be Registered or eligible to participate in competitions or matches, including practices, organised, recognised or sanctioned by that/those intended Transferee or Transferees, as the case may be, or SARU, , until the agreed transfer fee is paid in full to the Transferor or Transferors, as the case may be, unless the parties agree otherwise.

#### 5 COMPENSATION FOR PLAYER TRANSFER AND DEVELOPMENT

- 5.1 This Sub-Regulation will ensure that Provinces and / or Clubs are properly compensated for the investment in the development of youth players and shall be applicable in regard to -
  - 5.1.1 A Player contracted with a Home Province and contracted with a Club ("the Transferors") when contracted with a New Province for the first time ("the Transferee").
  - 5.1.2 A Player contracted with a Home Province, not contracted with a Club ("the Transferors") when contracted with a New Province for the first time ("the Transferee").
  - 5.1.3 A Player contracted with a Home Province and contracted with a Club when contracted with a New Club outside Home Province for the first time ("the Transferee").
  - 5.1.4 A Player contracted with a Home Province, not contracted with a Club ("the Transferors") when contracted with a New Club outside a Home Province for the first time ("the Transferee").
  - 5.1.5 A Player contracted with a Home Club and not contracted with a Province ("the Transferors") when contracted with a New Province for the first time ("the Transferee").
  - 5.1.6 A Player contracted with a Home Club and not contracted with a Province ("the Transferors") when contracted with a New Club outside Home Province for the first time ("the Transferee").
  - 5.1.7 A Player not contracted with a Province or a Club ("the Transferors") when contracted by a New Club outside his Home Province for the first time ("the Transferee").

- 5.1.8 A Player not contracted with a Province or a Club ("the Transferors") when contracted by a New Province for the first time Province ("the Transferee").
- 5.1.9 Or any other unforeseen movement of a Player authorised by the Chairman of the NJC, or his nominee, for the purposes of the payment of compensation in terms of this sub-regulation.
- 5.2 In recognition of the investment made by Provinces and/or Clubs in the training and/or development of Players, a Transferor or Transferors, as the case may be, shall in the circumstances described in 5.1 above, be entitled to compensation for the training and/or development of Players, which compensation shall be calculated in accordance with Schedule III. The total amount of compensation payable shall be an accumulation of the amounts payable in respect of the various levels achieved by the Player as per Schedule III.
- 5.3 The intended Transferor or Transferors, as the case may be, may only claim compensation for the training and/or development of a Player who has not reached the age of 23 years. For the avoidance of doubt, should the Player sign the Application to be Transferred (Schedule I) and the Transferor or Transferors signs the Clearance Certificate (Schedule II) after the Player turns 23 years (irrespective of when the Transferee or Transferees, as the case may be, sign the Clearance Certificate) the Transferor or Transferors, as the case may be, shall not have a claim for compensation for training and/or development.
- 5.4 The intended Transferor or Transferors, as the case may be, entitled to compensation shall notify the intended Transferee or Transferees, as the case may be, in writing of the amount claimed as compensation for the training and/or development of the Player. In the event of a Player to be contracted with a New Club only, the New Province shall also be notified. The notification must stipulate how the amount has been compiled and calculated in accordance with Schedule III.
- 5.5 A Player may not participate for a Transferee or Transferees, as the case may be, or a Rugby Body not associated with the Transferor or Transferors, as the case may be, including practices and matches, until the intended Transferor or Transferors, as the case may be, and the intended Transferee or Transferees, as the case may be, have agreed in writing as to the amount of compensation payable to the intended Transferor or Transferors, as the case may be, and paid in full to the intended Transferor or Transferors, as the case may be, and paid in full to the intended Transferor or Transferors, as the case may be, and the intended Transferor or Transferors, as the case may be, unless the parties agree otherwise. Should the intended Transferee or Transferees, as the case may be, not be able to reach an agreement on the amount of compensation payable, the matter shall be referred to the CEO, who shall initiate an enquiry into the matter and/or have it adjudicated in accordance with the provisions of the Disciplinary and Judicial Matters Regulations, preferably within three days.

#### 6 CHANGE OF PLAYER STATUS

- 6.1 If, within three years of the date on which a Contract Player competed in his last Match when Registered as a Contract Player, he enters into a written agreement with a Transferee or Transferees, as the case may be, in the circumstances as described in 5.1 above, then a Transferor or Transferors, as the case may be, if not previously compensated for the development of the Player, shall be entitled to compensation for his training and/or development.
- 6.2 If, within three years of the date on which a Non-Contract Player moves outside his Home Province he enters into a written agreement in the circumstances as described in 5.1 above, then a Transferor or Transferors, as the case may be, shall be entitled to compensation for his training and/or development.

#### 7 LOAN OF PLAYERS

- 7.1 Should a Province wish to acquire the services of a Player Registered within another Province on loan, it shall request the Current Province in writing and negotiate such a loan with the written approval of the Player concerned, subject to such terms and conditions as may be agreed upon.
- 7.2 The Current Province shall respond in writing within fourteen (14) days from receipt of such request.
- 7.3 The Player on loan to a Province remains Registered with a Club within his Current Province and need not register with a Club in the Province he is loaned to.
- 7.4 A Player may not be loaned for a period exceeding 12 months.
- 7.5 Provinces shall maintain a record of all Players on loan and shall provide copies thereof to SARU on demand.
- 7.6 Players may not be loaned between Clubs in different Provinces.
- 7.7 Players may not be loaned from a Province to a club in another Province unless the New Province consents thereto in writing.

# 8 OBLIGATION OF A CONTRACTED PLAYER TO BE REGISTERED WITH A CLUB

A Player contracted with a Province must be registered with a Club in the Province he is playing for.

#### 9 APPROACHES TO PLAYERS

9.1 Subject to 4.9 and 4.10 above, no Province, Rugby Body, Club, Agent or any other Person or entity, whether acting on his own accord or on behalf of any third party, shall induce or attempt to induce any Contract Player or other Person who

has a written contract with a Province, Rugby Body or Club to leave his Province, Rugby Body or Club unless the prior written consent of that Province, Rugby Body or Club has been obtained.

9.2 A Person, Province or Agent shall not approach, negotiate with or recruit players participating at SARU Youth Weeks during a SARU Youth Week, whether at the playing venue or at any other venue where the SARU Youth Week is taking place.

#### 10 COMPLIANCE WITH REGULATIONS

- 10.1 All Provinces, Clubs, Players and Agents are deemed to have full knowledge of the content of these regulations.
- 10.2 Provinces, Clubs and Agents must ensure that they comply with these regulations and must further ensure that they take appropriate action to inform each and every one of their affiliated Clubs, Rugby Bodies and/or Players of the terms of the regulations and the obligation to comply with it.

#### 11 PROCEDURE IN RESPECT OF BREACH

- 11.1 A Province, Rugby Body, Club, Player or Agent may file a written complaint concerning the breach of these regulations to the CEO with notice to the alleged offender.
- 11.2 It is the duty of a Province, Rugby Body and Club to investigate, as soon as it is reasonably practicable, each and every alleged breach of these regulations within its jurisdiction and to report its findings to the CEO in writing.

#### 12 COMPLAINTS OF BREACH

Should any Province, Rugby Body, Club, Player or Agent be alleged to have been in breach of any of these regulations, the matter shall be referred to the CEO, who shall initiate an enquiry into the matter and/or have it adjudicated in accordance with the provisions of the Disciplinary and Judicial Matters Regulations.

#### 13 PENALTIES AND SANCTIONS

A Province, Rugby Body, Club, Player or Agent which is found to have been in breach of any of these regulations, shall be subject to sanction as provided for in the Disciplinary and Judicial Matters Regulations.

SCHEDULE I



## SOUTH AFRICAN RUGBY UNION APPLICATION FOR CLEARANCE ito IRB REGULATION 4 TO PLAY/COACH IN ANOTHER UNION

1.NAME:
2. CURRENT UNION:
3.CURRENT PROVINCE/RUGBY BODY:
4. CURRENT CLUB:
5. Name of Union for which the Player is eligible to play in International Matches:
6. NEW UNION:
7.NEW RUGBY BODY/CLUB:
8.I will receive material benefit from the New Club/Rugby Body. Yes/No
9. If a contracted Player, the date on which the written agreement with the Current Union/Province/Club came/will come to an end:
10. Highest level played within Current Union:
11. Proposed date of departure from South Africa:
12. Anticipated date of return to South Africa:

13. In the preceding 12 months as a contracted Player I have obtained the following period of rest:

weeks and \_\_\_\_\_ days' rest from any match(es) and/or team training

weeks and \_\_\_\_\_ days' rest from participation (excluding periods of injury)

- 14. The date of my last match as contract Player with my current club/Province/Rugby Body/Union was: \_\_\_\_\_
- 15. I am currently **under suspension/ not under suspension** (delete what is not applicable) on disciplinary grounds from participating in a Rugby Union match for a period exceeding five (5) weeks.

I, \_\_\_\_\_\_(Applicant's full names)

Home address:

Contact number: \_\_\_\_\_

declare that the above information is correct.

Applicant's signature

## **CLEARANCE CERTIFICATE**

## DECLARATION ON BEHALF OF CURRENT PROVINCE

I have read the contents of the Application to be Transferred (Schedule I) by

and confirm that he is in good standing with his Club and his Province. He is in no financial debt to his Club or his Province. He is under no playing suspension order within the jurisdiction of his Club / Province. I hereby give clearance to:

to play for		
from (date)		
FOR:	PROVINCE	
SIGNED:	CAPACITY:	

DATE:
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## DECLARATION ON BEHALF OF NEW PROVINCE

I have read the contents of the Application to be Transferred (Schedule I) as well as the Declaration by the applicant's Current Province. I confirm that I have complied with the Player Status, Player Contracts and Player Movement Regulations pertaining to the transfer of applicant from the Current Province to his New Province.

FOR: \_\_\_\_\_\_ PROVINCE

SIGNED: \_\_\_\_\_ CAPACITY: \_\_\_\_\_

DATE: \_\_\_\_\_

### SCHEDULE III

Criteria in order to determine an amount:

School 1st XV Under 16 Grant Khomo Week Provincial School Academy U18 Provincial School Craven week U18 SA U18 Academy SA U18 Provincial U19 SA U19 Club 1st XV Amateur Provincial Competition SA Amateur ABSA U21 SA U21 Vodacom Cup ABSA Currie Cup First Division ABSA Currie Cup Premier Division Super 14 Springbok Sevens	R 2000 R 3000 R 3000 R 5000 R 5000 R 10000 R 10000 R 15000 R 7000 R 15000 R 15000 R 15000 R 15000 R 15000 R 25000 R 25000 R 15000
Springbok Sevens SA »A »	R15000 R30000
Springboks	R35000