

## South African Rugby Industry Collective Agreement

# 2022

The South African Rugby Industry Collective Agreement regulates the terms and conditions of employment applicable to professional rugby players representing South African rugby teams from time to time and the subsequent relationship between the Members of SAREO, SARU and SARPA

The South African Rugby Industry Collective Agreement  
Between

**SAREO**

South African Rugby Employers' Organisation

South African Rugby Employers' Organisation  
("SAREO")

On behalf of its members, being

Blue Bulls Company (Pty) Ltd ('Blue Bulls')

Lions Rugby Company (Pty) Ltd ('Lions')

Free State Cheetahs (Pty) Ltd ('Cheetahs')

The Sharks (Pty) Ltd ('Sharks')

Western Province Professional Rugby (Pty) Ltd ('Western Province')  
(hereinafter referred to as "the International Franchises")

and

Griqualand West Rugby (Pty) Ltd ('Griquas')

Mpumalanga Rugby (Pty) Ltd ('Pumas')

("hereinafter referred to as "the Domestic Franchises")

and

Boland Rugby (Pty) Ltd ('Boland')

Border Rugby Union ('Border')

Eastern Province Rugby Union ('EPRU')

Valke Commercial (Pty) Ltd ('Valke')

Griffons (Pty) Ltd ('Griffons')

Leopards (Pty) Ltd ('Leopards')

South Western Districts Rugby Football Union ('SWD')

("hereinafter referred to as "the Non-Franchises")

("International Franchises, Domestic Franchises and Non-Franchises  
are hereinafter collectively referred to as "the Provinces")

and



South African Rugby Players' Association  
('SARPA')

And

South African Rugby Union  
('SARU')

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## GENERAL

### 1. INTRODUCTION

This Agreement regulates the relationship between the Contracted Players and their employers (the Provinces or SARU). It is important for the interpretation of this Agreement that the reader understands the distinctions drawn between the different types and categories of Players, the different categories of Provinces by which the Players may be employed, the limitations imposed on Provinces in respect of how many Contracted Players in each category they may employ, and generally how these different categories of Contracted Players are dealt with as regards the employment relationship between the Contracted Players and the Provinces or SARU.

For this reason, the categories of Players and Provinces and the types of contracts that may be concluded between them, are dealt with first by way of introduction.

1.1 This Agreement recognises two main categories of Players, namely:

1.1.1 "Club Player" means a Player registered with a rugby Club anywhere in South Africa, who is not a Contracted Player, and who may play for a Province or SARU on an *ad hoc* basis provided that he enters into a Player Contract with the Province or SARU; and

1.1.2 "Contracted Player" means a Player contracted to play rugby for SARU or for a Province in terms of the Player Contracts provided for in schedules 1 to 8.

1.2 Contracted Players are subdivided into the following categories:

1.2.1 "National Player" means a Player with a SARU Player Contract to play for SARU;

1.2.2 "PONI" means a Player with a Provincial Contract to play rugby for a Province but to whose employer SARU is making a financial contribution in respect of such Player's remuneration as set out in schedule 3 (more than one PONI shall be referred to as PONIs);

1.2.3 "Foreign Based Player" means a Player that has been selected to provide rugby-playing services to SARU on an *ad hoc* basis for a National Team but who is contracted to play rugby for an overseas Rugby Body;

1.2.4 "Provincial Player" means a Contracted Player with a Provincial Contract or Club Player Contract to play rugby for a Province as set out in schedules 4 and 8;

1.2.5 "Semi-Professional Player" means a Contracted Player who:

1.2.5.1 is expressly contracted as a Semi-Professional Player under a Semi-Professional Contract as contemplated in schedule 5; and

1.2.5.2 whose Player Contract permits him to be engaged in work or study on a full-time basis.

1.2.6 "Development Player" means a Contracted Player who:

1.2.6.1 is eligible to play in the Development Competitions; and

1.2.6.2 is expressly contracted as a Development Player under a Development Player Contract as contemplated in schedule 6.

1.3 Other references to types of Players:

This Agreement employs other terms that refer to Contracted Players and that relate to certain characteristics of the Contracted Player's relationship with a Province and/or SARU. These terms are not intended to expand the principal

six categories of Contracted Players (namely National, PONIs, Foreign, Provincial, Semi-Professional and Development Players), but are intended to refer to specific characteristics of the existing categories. The following term is used in this Agreement:

1.3.1 A "Loan Player" means a Contracted Player who is lent by the Province to whom he is contracted ("the Lending Province") or SARU to another Province ("the Borrowing Province") or SARU in terms of a "Loan Agreement" entered into between the Lending Province or SARU and the Borrowing Province or SARU.

## **2. OTHER IMPORTANT TERMS AND DEFINITIONS**

In this Agreement, unless inconsistent with or otherwise indicated by the context, the following words and expressions shall, wherever they appear in this Agreement, bear the following meanings:

- 2.1 "Act" means the Labour Relations Act No. 66 of 1995, as amended from time to time.
- 2.2 "Agreement" means this Agreement and all schedules referred to herein or attached hereto from time to time.
- 2.3 "Apparel" means a playing jersey, -shorts, -socks, or any of the Province's or SARU's formal or informal wear but excludes "Footwear".
- 2.4 "Appearance" means, in respect of a Contracted Player, a Commercial Appearance or a Non-Commercial Appearance.
- 2.5 "Appointed Financial Advisor" means the financial advisor appointed and contracted by SARPA or a subsidiary or associate company of SARPA, and who will be employed either by SARPA or by one of these subsidiaries or associated companies, or who will function as a sub-contractor thereof.
- 2.6 "Business Day" means any day other than a Saturday, Sunday or gazetted national public holiday in South Africa.

- 2.7 "Catastrophic Injury" means an injury, illness or condition of a Contracted Player that will wholly and continuously prevent the Player from participating in any and every occupation and where no recovery is foreseeable.
- 2.8 "Catastrophic Injury Amount" means either of the following:
- 2.8.1 Three times the Salary of a Contracted Player who was contracted prior to 1 January 2017, subject to a maximum amount of R12 000 000.00 (Twelve Million Rands);
- 2.8.2 Three times the Salary of a Contracted Player who was contracted on or after 1 January 2017, subject to a minimum amount of R1 000 000.00 (One Million Rands) and a maximum amount of R6 000 000.00 (Six Million Rands);
- 2.8.3 Three times the amount stipulated in clause 48.2 times twelve in respect of a Club Player who has signed a Club Player Contract with a Province, subject to a maximum amount of R6 000 000.00 (six million rands).
- 2.9 "CEO" means the Chief Executive Officer of a Province and/or SARU.
- 2.10 "Club(s)" means any rugby club in South Africa that is registered with a Province that is a Member of SARU.
- 2.11 "Commencement Date" means 15 November 2021.
- 2.12 "Commercial Appearances" means Appearances made for the purposes of promoting the commercial interests of SARU and/or a Province or SARU and/or a Province's Broadcasters and Sponsors and will include an Appearance on a digital platform and specifically exclude Appearances that have predominantly a charitable or related purpose, the duration of which shall not exceed 3 (three) hours per appearance.

- 2.13 "Comprehensive Medical Scheme" means a minimum medical cover with hospital benefits and GAP cover.
- 2.14 "Confidential Information" means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, coaching methods, team drills, playing strategies, playing information, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party to a Player Contract discloses or provides to the other Party (intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises), or which otherwise becomes known to a Party, and which is not in the public domain.
- 2.15 "Contracting Cycle" in respect of a Province means the Contracting Years of that Province, commencing 1 January 2020 and terminating on 31 December 2023.
- 2.16 "Contracting Year" means the period from 1 January to 31 December in each year of the Contracting Cycle.
- 2.17 "Currie Cup Competitions" refers to the different levels of the domestic rugby competitions played between the provincial teams of South Africa and known as the Currie Cup Competitions and which includes:
- 2.17.1 "Currie Cup Premier Division" means the first-tier competition of the Currie Cup Competition, played between the International Franchises and the Domestic Franchises; and
- 2.17.2 "Currie Cup First Division" means the second-tier competition of the Currie Cup Competition, played between the Non-Franchises.
- 2.18 "Day" means a day of the working week, from Monday to Friday, between 8am and 5pm which is not a public holiday of the Republic of South Africa.

- 2.19 "Development Competitions" means the U/19, U/20 or U/21 Cup Competition sanctioned by and presented under the auspices of SARU or any similar competition sanctioned by SARU from time to time and classified as a development competition by agreement between the Members of SAREO.
- 2.20 "Duties" means the duties to be performed by the Players as more fully set out in Clause 9 of this Agreement.
- 2.21 "Domestic Franchises" means the Griqualand West Rugby (Pty) Ltd and Mpumalanga Rugby (Pty) (Ltd).
- 2.22 "Footwear" means rugby playing boots/shoes, running shoes and cross-trainers.
- 2.23 "Free-Agent Basis" means that the Player is contracted on the basis that he may terminate his Player Contract, for whatever reason, on 14 (fourteen) days' notice to the Province.
- 2.24 "Footprint Assessment Data" means the computer software program utilised by SARU to capture all the Player's personal data which can be used to evaluate and measure a Player's performance against specific criteria, and which is used to provide regular feedback in respect thereof, in accordance with the Performance Review Procedure (set out in schedule 18 hereto);
- 2.25 "Game" means the game of professional rugby football played in accordance with the constitution, laws, by-laws, rules and regulations as amended from time to time of WR, SARU or any other body with similar objects, recognised by SARU.
- 2.26 "GAP cover" means an insurance product which covers the shortfall between what the doctors, surgeons, specialists, hospitals and other medical facilities and service providers charge in hospital and what the medical scheme actually pays out in respect of these services and facilities.

- 2.27 "Head Coach" means the rugby coach appointed by a Province or by SARU on behalf of a Province as the coach of any team of such a Province, or of SARU.
- 2.28 "Home Ground" means the rugby ground which is regarded or accepted as the home ground of a Province and workplace of the Contracted Player.
- 2.29 "Intercontinental Rugby" means the annual rugby union qualifying competition organised by European Professional Club Rugby, Rugby Europe and the Federazione Italiana Rugby for entry into the European Rugby Challenge Cup.
- 2.30 "International Competitions" refers to those international competitions in which the National Teams participate in a Match or a series of Matches against a national representative team and/or combined teams of other rugby bodies or overseas clubs.
- 2.31 "International Franchises" means the Blue Bulls Company (Pty) Ltd, the Lions Rugby Company (Pty) Ltd, Free State Cheetahs (Pty) Ltd, The Sharks (Pty) Ltd and Western Province Professional Rugby (Pty) Ltd.
- 2.32 "Intellectual Property" means all or any of the following –
- 2.32.1 trademarks;
  - 2.32.2 trade names;
  - 2.32.3 copyright in any written material, plans, designs or other work;
  - 2.32.4 goodwill existing now or in the future in relation to the use of the trademarks, trade names or activities; and
  - 2.32.5 logos, trophies, mascots and/or any other designs or marks now registered or used or developed in the future in relation to SARU Competitions.

- 2.33 "International Window" means those release periods during which rugby bodies, Provinces and overseas clubs are required to make Players contracted by them available for participation in International Competitions, as provided for in WR regulation 9, and as determined by WR from time to time.
- 2.34 "Loan" refers to the subject matter of the Loan Agreement.
- 2.35 "Loan Agreement" refers to the agreement concluded between the Borrowing Province or SARU and the Lending Province or SARU in respect of a Loan Player.
- 2.36 "Maximum Player Limit" means the maximum number of Players that may be contracted by a Province under Clause 14.
- 2.37 "Match" means any rugby match played under the auspices of a Province, SARU and/or WR including, without limiting the generality of the foregoing, any other rugby match a Contracted Player may participate in from time to time as directed by his Province, or as given permission to play in by the Province, which includes any rugby match played by a Contracted Player for his Club, Province or SARU and the Contracted Player shall be deemed to have played a rugby match if the Contracted Player was on the field for more than 20 (twenty) minutes of the rugby match, whether continuously or otherwise.
- 2.38 "Match Fee" means Remuneration paid to a Player for participating in a Match.
- 2.39 "Member" means a Player who is a member of SARPA.
- 2.40 "Monitoring Committee" refers to the monitoring committee appointed by the Parties and, which will monitor Total Annual Spend and conduct any other supervisory functions that may be entrusted to it under this Agreement.
- 2.41 "Monthly Salary" means one twelfth of a Contracted Players' Salary.
- 2.42 "National Remuneration" refers to such amount as SARU is required to pay to a Player whether in the form of a Salary, a daily fee, a Match Fee, or a win

bonus and all other amounts as agreed to from time to time in the relevant Remuneration Agreement between SARPA and SARU.

- 2.43 "National Salary" means a National Player's annual fixed remuneration earned from practicing his occupation with SARU.
- 2.44 "National Team" means any team selected to represent South Africa at an international level, including but not limited to the Springboks, the Women Springboks, SA A-team, SA Under 20 team or SA Sevens team, male or female.
- 2.45 "National Team Management" means the management team appointed by SARU to coach and manage the National Team.
- 2.46 "National Team Squad" means the group of Players selected by the National Team Selection Committee and from which the National Team shall be selected for the purposes of representing South Africa.
- 2.47 "National Team Selection Committee" means selection committee of the National Team as prescribed by the SARU constitution.
- 2.48 "Negotiations Window" means the final twelve months of the term of the Contracted Player's Player Contract with his Province or SARU.
- 2.49 "Non-Commercial Appearance" means an Appearance that is not a Commercial Appearance, and which is made solely for charity or related purposes.
- 2.50 "Non-Franchises" means Boland Rugby (Pty) Ltd, Border Rugby Union, Eastern Province Rugby Football Union, Valke Commercial (Pty) Ltd, Griffons (Pty) Ltd, Leopards (Pty) Ltd, and South Western Districts Rugby Union.
- 2.51 "Once-Off Invitational Matches" refers to Matches in which Players are invited to represent the Barbarians or other invitational teams or are invited to play against so-called 'World Teams' or Matches of the same nature.
- 2.52 "Parties" means SARU, SAREO and SARPA.

- 2.53 "Pension Fund" means the Pension Fund established by SARPA for its Members.
- 2.54 "Performance Review Procedure" refers to the procedure set out in schedule 18.
- 2.55 "Period of Secondment" means that period during the International Window during which PONIs, Provincial Players, Semi-Professional Players or Development Players are released by the Provinces with which they are contracted to temporarily render their rugby playing services to SARU, and fall under the authority and control of SARU for the purpose of participating in International Competitions and to train for such International Competitions and participate in other national team-building activities, which Period of Secondment commences on the date that SARU notifies a Province in writing that a Contracted Player must be made available in terms of regulation 9 of WR or such other extended period as agreed to, for selection to play in the International Competitions and terminating on the date that SARU's participation in such International Competitions ends, or such other date as SARU may stipulate in the aforementioned notification.
- 2.56 "Permanent Exclusion" means any medical condition or injury for which a Contracted Player will not be covered.
- 2.57 "Player" means a person who plays rugby.
- 2.58 "Player Attributes" means in respect of a Player, the rights which such Player owns and enjoys in respect of his attributes including, without limitation, the right to the use of his name, nickname, image, likeness, signature, voice, and biographical information.
- 2.59 "Players' Collective Commercial Rights" means the use of the Player Attributes in a Team Context and Appearances by Contracted Players in a Team Context.

- 2.60 "Player Contract" refers to the standard contract of employment entered into between a Player and SARU or a Province as set-out in schedules 1 to 8.
- 2.61 "Players Trust" means the South African Professional Rugby Players Trust with Registration Number IT2666/2009 established for the purpose of dealing collectively with Player Commercial Rights as well as the South African Sevens Rugby Team Trust with Registration Number IT 3493/2009.
- 2.62 "PONI Contract" means the Player of national interest remuneration and development Agreement entered into between SARU and the Province regulating the optimum development and payment of PONIs and the release of PONIs for inclusion in a National Team Squad.
- 2.63 "PONI Subsidy" means the subsidy paid by SARU to the Province in relation to a PONI.
- 2.64 "Premier Club" refers to a top-tier Club in a Province.
- 2.65 "Premium Reserved Seating" means reserved seats located in the grandstand of a Province's Home Ground in a position in between the 22 (twenty-two) metre mark on either side of the halfway mark of the playing field.
- 2.66 "Professional Competitions" means the United Rugby Championship, Intercontinental Rugby, and the Currie Cup Competitions or any similar competition sanctioned by SARU and classified as a professional competition by agreement between the Members of SAREO from time to time.
- 2.67 "Promotional Activity" means an activity undertaken by the Sponsors of the Province or SARU, as the case may be, individually or jointly, to market and promote (a) a National or Provincial Team, as the case may be, and (b) the association of the Sponsor's products, brands or services with one of SARU or the Provinces teams.

- 2.68 "Promotion-Relegation Match" means that Match in the Currie Cup Competition the outcome of which determines whether the one team is relegated to the Currie Cup First Division competition or promoted to the Currie Cup Premier Division competition.
- 2.69 "Province" means a provincial union and its commercial company or other entity which conducts the commercial activities of and is responsible for professional rugby of the provincial union and can either be referred to as "International Franchises", "Domestic Franchises" or "Non-Franchises".
- 2.70 "Provincial Contract" means the contract entered into between the Contracted Player and a Province in respect of his rugby playing services rendered to the Province in respect of Professional Competitions and Development Competitions.
- 2.71 "Remuneration Agreement" refers to those agreements concluded between SARU and SARPA from time to time, regulating the remuneration payable by SARU to each category of Player in each National Team.
- 2.72 "Remuneration" means the Contracted Player's total all-inclusive remuneration that a Contracted Player receives from the Province for rendering his rugby playing services.
- 2.73 "Salary" means a Contracted Player's annual fixed retainer earned from practising his occupation with the Province.
- 2.74 "SAREO" means the South African Rugby Employers Organisation, an Employers' Organisation duly registered under the Act, and any of its successors in title, consisting of the Provinces.
- 2.75 "SARPA" means the South African Rugby Players Association including its successors in title.
- 2.76 "SARU" means the South African Rugby Union, an incorporated association of persons with perpetual succession and juristic personality, the national

controlling body and custodian of rugby in South Africa, and unless otherwise clearly indicated by the context, a reference to SARU shall include a reference to SA Rugby (Pty) Ltd, and *vice versa*.

- 2.77 "SANZAAR" means the joint venture between Argentina, SARU, the New Zealand Rugby Football Union Incorporated and the Australian Rugby Football Union Limited.
- 2.78 "SARU Competitions" means any rugby competitions, Matches and/or series of Matches conducted by or in conjunction with or under the auspices and/or sanction of SARU, including without limiting the generality of the foregoing, national and/or international Matches, International Competitions and/or tours agreed to and under the auspices of WR.
- 2.79 "Sponsor" means a person or entity providing financial or other material benefits in return for promotional opportunities, and includes Sponsors known in the industry as 'Official Suppliers'.
- 2.80 "Springboks" means members of the national representative team of South Africa selected to represent South Africa in international competitions or test matches.
- 2.81 "Team Capacity" means one or more Contracted Players dressed in clothing depicting the Intellectual Property of a Province or SARU.
- 2.82 "Team Context" means a context in which –
- (a) the Appearances are performed in a Team Capacity; and/or
  - (b) the Player Attributes are used by depicting three or more Contracted Players together dressed in clothing depicting the Intellectual Property of a Province or SARU.
- 2.83 "Technical Gear" means rugby protective and technical playing gear allowed for by WR, whether or not such gear is of a protective or comfort or performance

orientated nature, and shall include, but not be limited to, shoulder and body pads, headgear, arm guards, gloves, kicking tees, under garments, mitts, etc., or any future product classed as rugby protective or technical gear, but specifically excluding Apparel and Footwear.

2.84 "Technical Gear Sponsor" means the Sponsor or Sponsors who provide a Province or SARU with Apparel and/or Technical Gear, in terms of a Sponsorship contract between the Province and the Sponsor or SARU and the Sponsor.

2.85 "Temporary Disability" means an illness, accident or injury to a Contracted Player to the extent that the Contracted Player is not able to provide his rugby playing services for a limited period.

2.85.1 "Total Annual Spend" means, subject to the proviso that follows, all Remuneration paid in respect of any Contracting Year –

2.85.1.1 by a Province to all of its Contracted Players;

2.85.1.1.1 by a Borrowing Province to a Lending Province in respect of the Loan of a Player in terms of a Loan Agreement which Remuneration shall be included in the Total Annual Spend of the Borrowing Province;

2.85.1.1.2 by a third party to a Contracted Player as a result of a request, encouragement or inducement from a Province contemplated in clause 24.

2.85.2 Provided that the following amounts of Remuneration paid by a Province to, or in respect of a Contracted Player shall be excluded in determining a Province's Total Annual Spend:

2.85.2.1 Any amount contributed by SARU towards a PONIs Remuneration;

2.85.2.2 Remuneration paid to a Contracted Player who, on account of injury, is unable to play for a Province for the balance of his Player Contract, but only in respect of Remuneration paid to such Contracted Player from a date –

(a) 180 (one hundred and eighty) days after the Contracted Player became incapacitated in the case of a Player contracted by International Franchises;

(b) 90 (ninety) days after the Contracted Player became incapacitated in the case of a Player contracted by Domestic Franchises and Non-Franchises.

2.85.2.3 Remuneration paid to a Contracted Player who is unable to play for a Province as a result of the Contracted Player being suspended under the applicable SARU Regulations, but only in respect of Remuneration paid to the Contracted Player from a date –

(a) 90 (ninety) days after the suspension became effective in the case of a suspension for a doping offence; and

(b) 180 (one hundred and eighty) days after the suspension became effective in the case of a suspension for all other offences.

2.85.2.4 Remuneration paid by a Lending Province to a Loan Player for the duration of the Loan, but only to the extent that the Remuneration is recovered by the Lending Province from the Borrowing Province.

2.85.2.5 Any *ad hoc* bonus payment paid to a Contracted Player by a Province solely as an incentive for winning a Match of a Professional Competition or a Development Competition or for

participating in a Match of a Professional Competition or a Development Competition, provided that –

2.85.2.5.1 Such payment was not anticipated and/or provided for in the Province's budget or financial forecasts at any stage; and

2.85.2.5.2 Such payment was not contractually agreed to, whether verbally or in writing, between the Province and the Contracted Player at any stage prior to the final Match of the Competition; and

2.85.2.5.3 Funding of such bonus payment was not contractually agreed to between the Province and a third party at any stage prior to the final Match of the Competition and that such third party resolved to make the payment on its own without the Province approaching the third party to make the payment; and

2.85.2.5.4 The Province's CEO confirms in writing to the Monitoring Committee that such payment adheres to the provisions as set out in clauses 2.85.2.5.1 to 2.85.2.5.3 above prior to the payment thereof.

2.85.2.6 Any payment paid to a Contracted Player by a third party solely as compensation for the use of the Contracted Player's individual commercial rights and attributes or for any other purpose, provided that –

2.85.2.6.1 The Province did not in any way whatsoever induce the third party to enter into an agreement with the Contracted Player and/or to make any payment to the Contracted Player; and

2.85.2.6.2 Such payment was not contractually agreed, whether verbally or in writing, between the Province and the Contracted Player and/or the third party at any stage; and

2.85.2.6.3 The Province's CEO confirms in writing to the Monitoring Committee that such payment adheres to the provisions as set out in clauses 2.85.2.6.1 and 2.85.2.6.2 above.

2.86 "United Rugby Championship" means the annual rugby competition currently involving teams from Ireland, Italy, Scotland, South Africa and Wales or any substitutive annual rugby competition.

2.87 "United Rugby Championship Squad" means the official squad of 30 Contracted Players which must be announced at least one week before the first Match of the United Rugby Championship, as required in terms of Clause 27.

2.88 "WR" or "World Rugby" means the controlling body of World Rugby, previously known as the IRB.

### **3. INTERPRETATION**

In this Agreement:

3.1 Words and terms that have been specifically defined in clauses 1 and 2 above shall, where used in this Agreement, be capitalised and shall bear the meanings assigned to them hereinabove and be interpreted with reference to clauses 1 and 2;

3.2 Where references are made to monetary amounts, such amounts are expressed in South African Rand;

3.3 Words denoting the singular shall include the plural and *vice versa*;

3.4 Words denoting any one gender shall include the other gender;

3.5 Any reference to natural persons shall include legal and juristic persons and *vice versa*;

- 3.6 The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation;
- 3.7 A Party includes a reference to that Party's successors in title and assigns allowed by law;
- 3.8 References to clauses and schedules are reference to clauses and schedules of this Agreement, and references to paragraphs are references to paragraphs of a schedule;
- 3.9 Words and expressions defined in any clause shall, for the purpose of the clause of which that word or expression forms part, bear the meaning assigned to such words and expressions in that clause;
- 3.10 This Agreement shall be governed by and interpreted in accordance with the Laws of the Republic of South Africa;
- 3.11 Unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning;
- 3.12 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day; and
- 3.13 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.

**4. PARTIES' RECORDAL OF THE APPLICATION AND EFFECT OF THIS AGREEMENT**

4.1 SARU and the Provinces administers the Game in South Africa and selects and manages the Players who play for, and otherwise represent, the National and Provincial teams from time to time.

4.2 SARPA is a registered trade union and the collective representative of the Contracted Players when they play rugby for a Province or SARU.

4.3 The Parties agree to be bound by the provisions set out in this Agreement, including all schedules hereto and also to act in such a way as to enable and promote the objectives referred to herein. The Parties further agree that any successor-in-title to any Party shall also be bound by these terms and conditions.

4.4 Unless expressly stipulated otherwise, this Agreement -

4.4.1 applies to the employment of Contracted Players by SARU or a Province, and matters ancillary thereto;

4.4.2 takes precedence over a Player Contract, unless the Player Contract is more beneficial to the Contracted Player; and

4.4.3 binds SARU, the Members of SAREO and the Members of SARPA; and for so long as SARPA represents the majority of the Contracted Players employed by the Provinces and SARU, also binds all Contracted Players who are not Members of SARPA in terms of s 23 (1) (d) of the Act.

4.5 No agreement between SARU or a Province and a Contracted Player may, unless so provided for in this Agreement –

4.5.1 permit a Contracted Player to be paid Remuneration that is less than that provided for in this Agreement; or

4.5.2 permit a Contracted Player to be treated in a manner, or to be granted any benefit, or be subject to any term, that is less favourable than that prescribed by this Agreement.

## **5. OBJECTIVES**

The Parties acknowledge that this Agreement has the following objectives:

- 5.1 To recognise the importance of regulating the Game and the relationship between Contracted Players, SARU and Provinces at a national and provincial level in South Africa;
- 5.2 To contribute to making the Game the best administered and most innovative sport in South Africa and globally;
- 5.3 To make the Game as attractive as possible to all its stakeholders, including the public;
- 5.4 To make the Contracted Players and SARPA stakeholders in the Game; and
- 5.5 To encourage and ultimately to require of the Parties to cooperate in achieving the objectives set out above.

## **6. DURATION OF THIS AGREEMENT**

- 6.1 This Agreement shall commence on the Commencement Date and shall replace in its entirety the South African Rugby Industry Collective Agreement in force between SAREO, SARU and SARPA, at that time.
- 6.2 This Agreement shall endure for an initial period of 24 (twenty-four) months from the Commencement Date and shall, thereafter, continue indefinitely until terminated by either Party at 6 (six) months' written notice to the other.

## SECTION ONE

The provisions under this section governs the terms and conditions related to the contracting and/or utilisation of Players by SARU and the provisions in Section One is solely negotiated, agreed on and signed-off between SARU and SARPA from time to time.

### **7. DURATION OF PLAYER CONTRACTS**

7.1 All Player Contracts shall be in writing and for a minimum fixed-term of 12 (twelve) months, unless otherwise agreed to by SARPA. Unless advised to the contrary, as contemplated in this Agreement, and notwithstanding any previous renewals of Player Contracts, National Players will not have any expectation that their existing Player Contracts will be renewed or extended, nor shall they have any expectation of permanent employment beyond the term of their existing Player Contract.

7.2 It is recognised and acknowledged by the Parties that –

7.2.1 The composition and size of a professional rugby squad is subject to continual and unpredictable fluctuations from year to year due to a combination of factors, including changes in game plans, playing styles, player combinations, competition demands, and player budgets; and that SARU is accordingly unable with any degree of accuracy to determine their National Team Squad requirements on a continuous or long-term basis and they must accordingly rely on fixed-term contracts to satisfy their identified player requirements for specific periods;

7.2.2 The contracting of Players and athletes on a fixed-term basis is a feature of professional sport throughout the world, and across professional sporting codes, and in international rugby in particular;

7.2.3 The Parties therefore acknowledge and agree that there is a legitimate and compelling rationale for the use by SARU of fixed-term contracts of varying duration for the employment of Players.

7.3 Unless otherwise agreed to in writing, only the SARU CEO, or his delegate, is authorised to advise a National Player of SARU's intention to renew a Player Contract, and a National Player should not rely on any representations or undertakings made or given by any other person in this regard.

## **8. PLAYERS' REMUNERATION**

8.1 It is agreed that for the periods set out therein, the Remuneration set out in the applicable Remuneration Agreements will apply to the relevant National Teams and will be regarded as part of this Agreement. The Remuneration Agreements applicable at the time of concluding this Agreement, are attached as the Springbok Remuneration Agreement (schedule 9); SA A Team Remuneration Agreement (schedule 10); Under 23 Remuneration Agreement (schedule 11) Springbok Sevens / Sevens Academy Remuneration Agreement (schedule 12) and Springbok Women Remuneration Agreement (schedule 13).

8.2 The Remuneration of Players not currently covered by any Remuneration Agreement between SARPA and SARU will be dealt with on an *ad hoc* basis and agreed to from time to time, through negotiation and by agreement between the Parties.

8.3 The Remuneration of PONIs will be paid by SARU to the relevant Provinces and will represent such percentage of that PONI's annual remuneration as SARU in its sole discretion determines. The Provinces may not pay the PONI less than the PONI Remuneration in accordance with the PONI Contract.

## **9. DUTIES OF THE PLAYER**

9.1 The National Players acknowledge that they provide Services to SARU firstly and foremostly and in the case of non-National Players, they acknowledge that in the event of any conflict between duties towards SARU and a Province during

Periods of Secondment, the duties towards SARU will outrank those towards the Province.

9.2 Subject to the foregoing, Players agree to perform all duties and responsibilities required of them by SARU, including but not limited to –

9.2.1 acquainting themselves with and abiding by the laws of the Game and any changes thereto;

9.2.2 playing the Game to the best of their ability and skill in accordance with the laws of the Game;

9.2.3 observing and abiding by all reasonable instructions and directions of SARU, the Head Coach of the National Team for which they play and members of their National Team Management;

9.2.4 maintaining appropriate levels of fitness and skill as discussed and agreed to;

9.2.5 being available to participate in the International Competitions under the auspices of SARU and WR to which they are selected;

9.2.6 complying with any reasonable request by SARU to participate in SARU's activities, including but not limited to attending and participating in –

9.2.6.1 training sessions and/or training camps; and

9.2.6.2 team and squad meetings;

(subject always to the Provisions of WR Regulation 9.13, relating to "Squad Sessions" (as defined in the WR Regulations);

- 9.2.7 accepting, abiding by and complying with the By-Laws and regulations of WR, as well as the Constitution, Code of Conduct, regulations, policies and directions of SARU;
- 9.2.8 making 1 (one) Non-Commercial Appearance per National Player per annum on behalf of SARU;
- 9.2.9 always conducting themselves, both on and off the playing field, in accordance with their status as a professional rugby player;
- 9.2.10 honouring and abiding by any agreement concluded between SARU and the Players' Trust relating to the use of the Players Commercial Rights in a Team Context and in the event that no agreement or arrangement in this regard is entered into between the Player and the Trust before or during the duration of this Agreement – the Player shall grant the use of his Player Commercial Rights to SARU (in the case of a Provincial Player, for the duration of his Period of Secondment); and
- 9.2.11 abiding by and complying with the agreed National Team Squad protocol as agreed to amongst the National Team and their management from time to time, which protocol will, *inter alia*, determine and regulate any interaction with player agents and other persons during any National Team Squad assembly;
- 9.2.12 wearing the official clothing of SARU's Authorised Sponsors when training, playing Matches, travelling or appearing in public as a member of the National Team during and within the scope of his employment while part of the National Team Squad. For the avoidance of doubt, the Player may not in the mentioned instances wear clothing with logos or brand names which are conflicting with those of SARU's Authorised Sponsors while on official duty, including but not limited to training, playing matches, travelling or appearing in public as a member of the National Team Squad;

- 9.2.13 not remove, alter or obscure any logos, brand names or identification devices on the official clothing, equipment or accessories provided to the Player by Authorised Sponsors or Authorised Suppliers;
  - 9.2.14 not display any logos, brand names or identification devices on Protective Gear other than those of the Official Manufacturer Sponsors of SARU, being Asics at the time of the signing of this Agreement;
  - 9.2.15 refraining from participating in any Match not under the auspices of SARU, unless SARU provides written consent to the Player to do so and further provided that all requirements of Regulation 23 of WR (dealing with injury insurance) have been complied with;
  - 9.2.16 not entering into an agreement with a sponsor that is conflicting with a National Team Sponsor for a personal endorsement without the written consent of SARU, which consent shall not unreasonably be withheld.
- 9.3 A Player may not participate in a Professional Competition or a Development Competition for a Province unless the Player has entered into a Player Contract with a Province.

## **10. SELECTION TO NATIONAL TEAM AND NATIONAL TEAM SQUADS**

- 10.1 The selection of a Player for a National Team shall be done by the appropriate National Team Selection Committee.
- 10.2 The conclusion of a Player Contract with a Player shall not guarantee the Contracted Player selection to a National Team or the National Team Squad, and the appropriate National Team Selection Committee, in accordance with Clause 10.1 above, shall have the sole discretion in respect of such selections and its decision in this regard will be final and binding.

## **11. PREGNANCY**

- 11.1 The Parties agree that playing rugby is not recommended during pregnancy due to the potential increased risk of injury to both unborn child and mother.
- 11.2 The Parties recommend that a pregnant Player seeks, and follows, expert medical advice regarding any health and safety risks in playing rugby during pregnancy and specifically the period up to the end of the first trimester of pregnancy.
- 11.3 Where a Player falls pregnant during the term of her Player Contract, that Player is required to notify SARU as soon as possible but no later than the end of the first trimester of pregnancy, as assessed by the Player's medical practitioner.
- 11.4 Where a Player falls pregnant during the term of her Player Contract, that Player shall be entitled to up to 6 (six) months maternity leave commencing from 6 (six) months before the expected date of birth or earlier, following the assessment.
- 11.5 Maternity leave will be regarded as unpaid leave. The Player is entitled to claim maternity benefits from the Unemployment Insurance Fund subject to the applicable legislation and regulations.
- 11.6 The Player may not work for 6 (six) weeks after the birth of her child unless the Player's medical practitioner certifies that she is fit to do so. The Player's continued appointment after maternity leave is subject to medical examinations and assessments of her ability to perform or continue performing her duties in terms of this Agreement.

## **12. OFFICIAL CLOTHING AND FOOTWEAR**

- 12.1 SARU will provide Players with the official Apparel and Technical Gear (if any) in terms of the agreements entered into with the Sponsors.
- 12.2 Whilst performing his services for SARU, the Player shall be entitled to wear Footwear of his choice while training or playing Matches and, to receive endorsement fees or other payments for this. The Player will, however, be required to wear running shoes provided by the Authorised Sponsor (which at the Date of Signature hereof is Asics) when disembarking from the team bus on

match day at the stadium and when the Player attends an official signing session as part of the National Team Squad, provided that the Player is wearing his tracksuit (as opposed to his formal National Team clothing).

- 12.3 The Player must wear the official apparel of the SARU Sponsors when training, playing Matches, travelling, officially appearing in public in a Team Capacity as a member of a National Team during and within the scope of his duties while part of the National Team Squad. For the avoidance of doubt, the Player may not wear clothing with logos or brand names which are conflicting with those of the SARU Sponsors while officially training, playing Matches, travelling, or appearing in public as a member of a National Team during and within the scope of his duties while part of the National Team Squad.
- 12.4 The Player shall not display any logos, brand names or identification devices of any conflicting sponsor of SARU whilst dressed in formal wear of the national team.
- 12.5 The Player shall not remove, alter or obscure any logos, brand names or identification devices on the official clothing, equipment or accessories provided to the Player by the Sponsors.
- 12.6 The Player shall not display any logos, brand names or identification devices on Technical Gear other than those of the SARU Sponsor, being Asics at the Date of Signature of this Agreement.
- 12.7 The Player shall have the right to secure personal endorsements for Technical Gear, ensuring that such Technical Gear shall only be black or green in colour whilst doing duty for a National Team and provided he removes and/or covers the name, colours and logos from/of such Technical Gear. For the avoidance of doubt the green shall be the same colour as the green of the Springbok jersey with which the Technical Gear is used in conjunction with.
- 12.8 The Player shall not display any marks which are not allowed in accordance with schedule I of regulation 11 of WR.

### **13. LOAN PLAYERS**

- 13.1 SARPA may request a copy of the Loan Agreement.
- 13.2 A Contracted Player may be loaned by a Province to SARU or by SARU to a Province by completing a Loan Agreement.
- 13.3 A Loan Agreement shall not in any way reduce the Remuneration or benefits that the Loan Player is entitled to under his Provincial Contract or Player Contract and, for the purposes of this Clause, benefits shall include but not be limited to medical aid cover, Temporary Disability insurance cover and Catastrophic Injury insurance cover.
- 13.4 The Province and SARU shall be jointly and severally responsible to ensure that the obligation in Clause 13.3 above is met towards the Loan Player and nothing shall prevent SARU or the Province from paying a Loan Player more than he would have received from the lending party.

<b>SECTION TWO</b>
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The provisions under this section governs the terms and conditions related to the contracting and utilisation of Players by the Provinces and the provisions in Section Two is solely negotiated, agreed on and signed-off between SAREO and SARPA from time to time.

### **14. PERMISSIBLE CONTRACT CATEGORIES AND LIMITS ON CONTRACT NUMBERS**

- 14.1 Provinces may have under contract at any one time –

14.1.1 in the case of an International Franchise -

14.1.1.1 a maximum of 50 (fifty) PONI and Provincial Players combined, under Player Contracts until 30 June 2022. The maximum number of Contracted Players to be allowed after

30 June 2022 shall be reviewed by the Parties on or before 30 May 2022. Player Contracts entered into before 30 June 2022 may remain in place until the termination date thereof; and

14.1.1.2 an unlimited number of Development Players, under Development Player Contracts;

14.1.1.3 Club Players with Club Player Contracts and Development Players participating in the Currie Cup Competitions for International Franchises, shall not be regarded as part of the group of 50 (fifty) Contracted Players allowed for in terms of clause 14.1.1.1 above and will not have to be re-classified as PONI and/or Provincial Players in order to participate in these Currie Cup Competitions;

14.1.2 in the case of a Domestic Franchise, a maximum of 45 PONI and Provincial Players combined, under Player Contracts;

14.1.3 in the case of a Non-Franchise -

14.1.3.1 a maximum of 23 PONI and Provincial Players combined, under Player Contracts; and

14.1.3.2 a maximum of 40 PONI, Provincial and Semi-Professional Players combined.

14.2 Any Province which may, in terms of SARU's directives, participate in the Development Competitions may have under contract an unlimited number of Development Players, under Development Player Contracts for the duration of the rugby season during which it is permitted to participate in the Development Competitions.

14.3 Contracted Players may be contracted on a Free-Agent Basis, subject to the following limitations -

- 14.3.1 In the case of an International Franchise, only Development Players may be contracted on a Free-Agent Basis;
  - 14.3.2 In the case of a Domestic Franchise any category of Contracted Player may be contracted on a Free-Agent Basis, but subject to a limit of 7 (seven) Contracted Players at any one time;
  - 14.3.3 In the case of a Non-Franchise any category of Contracted Player may be contracted on a Free-Agent Basis, but subject to a limit of 10 (ten) Contracted Players at any one time. If the Non-Franchise is allowed to participate in the Development Competitions in terms of SARU's directives, then there shall be no limitation on the number of Development Players that may be contracted on a Free-Agent Basis by these Non-Franchises.
- 14.4 Contracts entered into with Players must be substantially in the same form as schedules 1 to 8 hereto.
- 14.5 Nothing in this clause shall prevent an International Franchise, Domestic Franchise or Non-Franchise from concluding a Loan Agreement with a Loan Player, as contemplated in Clause 16, and such Loan Player shall, for the duration of the Loan, be regarded as a Contracted Player of the Borrowing Province, and not the Lending Province, for the purposes of determining the Maximum Player Limits set out in this Clause.

**15. USE OF CONTRACTED PLAYERS IN THE PROFESSIONAL COMPETITIONS AND DEVELOPMENT COMPETITIONS**

- 15.1 International Franchises, Domestic Franchises and Non-Franchises may only use Contracted Players in the Professional Competitions and Development Competitions as set out in this clause.
- 15.2 An International Franchise may use –

- 15.2.1 PONIs, Provincial Players, and Development Players, in the United Rugby Championship, subject to the provisions of clause 15.8 below;
  - 15.2.2 PONIs, Provincial Players and Development Players in the Currie Cup Competitions;
  - 15.2.3 PONIs and Provincial Players, who are eligible to play in the Development Competitions, and Development Players, in the Development Competitions, subject to the provisions of clause 15.9 below.
- 15.3 A Domestic Franchise may use PONIs and Provincial Players in the Professional Competitions.
  - 15.4 A Non-Franchise may use PONIs, Provincial Players, and Semi-Professional Players in the Professional Competitions.
  - 15.5 Any Non-Franchise which may, in terms of the SARU directives, participate in the Development Competitions, may, use PONIs, Provincial Players, Semi-Professional and Development Players who are eligible to play in Development Competitions, subject to the provisions of clause 15.9 below.
  - 15.6 Where a Club Player with a Club Player Contract (schedule 8) is used by an International Franchise or by a Domestic Franchise or Non-Franchise in the Professional Competitions, other than where the Player is used to replace a Contracted Player in one of the circumstances contemplated in Clause 15.7 the combined number of Contracted Players and Club Players with Club Player Contracts shall not exceed 50 Players in the case of an International Franchise, 45 Players in the case of a Domestic Franchise, and 40 Players in the case of a Non-Franchise.
  - 15.7 The circumstances under which an International Franchise, Domestic Franchise or Non-Franchise may use a Club Player with a Club Player Contract and/or a Development Player to replace a Contracted Player are –

15.7.1 where a Contracted Player's contract has been suspended on grounds of misconduct or where a Contracted Player is unable to play due to injury or ill-health; or

15.7.2 where a Contracted Player has been seconded to SARU.

in which instances the Club Player with a Club Player Contract or Development Player may only be used for the duration of the suspension or secondment.

15.8 A Club Player with a Club Player Contract may only be used if there is no Development Player available to replace the Contracted Player, provided that the provisions of SARU's BokSmart program as well as the applicable WR regulations are adhered to at all times. In the application of this provision player welfare and safety must always be considered. For the avoidance of doubt, a Club Player with a Club Player Contract or Development Player may only be used for the period that the PONI or Provincial Player is unavailable i.e. only as a temporary replacement player.

15.9 Reclassification of Development Players

15.9.1 Development Players may participate in the Currie Cup Competition without being reclassified as a PONI, Semi-Professional Player or Provincial Player.

15.9.2 Development Players may participate in the United Rugby Championship to replace PONI or Provincial Players who are temporarily unavailable due to injury or illness, without being reclassified as a PONI or Provincial Player, but only for the period that the PONI or Provincial Player is unavailable.

15.9.3 PONIs, Provincial Players or Semi-Professional Players cannot be reclassified as Development Players.

15.9.4 Development Players can be reclassified as PONIs, Provincial Players or Semi-Professional Players.

## **16 LOAN PLAYERS**

- 16.1 A Contracted Player may be loaned by one Province or SARU to another Province or SARU under a Loan Agreement.
- 16.2 The Loan Player shall, for the duration of the Loan, not be counted as a Contracted Player of the Lending Province for the purpose of applying the Maximum Player Limit in Clauses 14.1.1, 14.1.2 and 14.1.3 and shall for the duration of the Loan, be regarded as a Contracted Player of the Borrowing Province for this purpose.
- 16.3 The Loan Agreement must be concluded in writing between the Lending Province or SARU, the Borrowing Province or SARU and the Contracted Player and, once concluded, the Lending Province, Borrowing Province or SARU must make it available to SARPA and to the Loan Player.
- 16.4 A Loan Agreement shall not in any way reduce the Remuneration or benefits that the Contracted Player is entitled to under his Player Contract with the Lending Province and, for the purposes of this Clause, benefits shall include but not limited to medical aid cover, Temporary Disability insurance cover and Catastrophic Injury insurance cover.
- 16.5 The Lending Province or SARU and the Borrowing Province or SARU shall be jointly and severally responsible to ensure that their obligations in terms of Clause 16.4 are met towards the Loan Player.
- 16.6 Nothing in Clause 16.4 shall prevent a Borrowing Province from paying a Loan Player more than he would have received from the Lending Province.

## **17 FORM OF PLAYER CONTRACTS**

- 17.1 All Player Contracts must –
- 17.1.1 be in writing; and

17.1.2 be substantially in the form of schedule 3, in the case of a PONI Player Contract;

17.1.3 be substantially in the form of schedule 4, in the case of a Provincial Player;

17.1.4 be substantially in the form of schedule 5, in the case of a Semi-Professional Player Contract;

17.1.5 be substantially in the form of schedule 6, in the case of a Development Player Contract;

17.1.6 be substantially in the form of schedule 7, in the case of a Free Agent Player Contract;

17.1.7 be substantially in the form of schedule 8, in the case of a Club Player Contract;

17.1.8 be for a fixed term;

17.1.9 expressly state –

(a) that the Player is being contracted either as a PONI, Provincial Player, a Semi-Professional Player, or a Development Player;

(b) where applicable, that the Player is being contracted –

(i) on a Free-Agent Basis in terms of schedule 7.

17.2 Nothing shall prevent a Province and a Contracted Player from amending or adding to the terms and conditions set out in schedules 3 to 8 provided that such amendments and additions are not inconsistent with this Agreement, and do not detract from the Contracted Players' rights under this Agreement.

## **18 RENEWAL OF PLAYER CONTRACTS**

It is recognised and acknowledged by the Parties that –

- 18.1 the composition and size of a professional rugby squad is subject to continual and unpredictable fluctuations from year to year due to a combination of factors, including changes in Game plans, playing styles, player combinations, competition demands, and player budgets; and that Provinces are accordingly unable with any degree of accuracy to determine their squad requirements on a continuous or long-term basis and they must accordingly rely on fixed-term contracts to satisfy their identified player requirements for specific periods;
- 18.2 contracting of Players and other athletes on a fixed-term basis is a feature of professional sport throughout the world, and across professional sporting codes, and in international rugby in particular;
- 18.3 there is a legitimate and compelling rationale for the use by Provinces of fixed-term contracts of varying duration for the employment of Players;
- 18.4 the conclusion of a fixed-term contract with a Player shall not give rise to any expectation that he will be offered a renewal or extension of that contract, or permanent employment at the end of that contract, unless the Contracted Player is advised to the contrary; and
- 18.5 unless otherwise agreed to in writing, only the CEO of a Province is authorised to advise a Contracted Player of the Province's intention to enter into or renew a contract, and Contracted Players shall not rely on any representations or undertakings made or given by any other person in this regard.

## **19 MINIMUM DURATION OF PLAYER CONTRACTS**

- 19.1 All Player Contracts must be concluded for a minimum duration of 12 (twelve) months, except under one or more of the following circumstances in which case, unless expressly provided to the contrary, may be for whatever duration the Province and the Player agree:

- 19.1.1 When a Contracted Player is contracted as a Semi-Professional Player, under a Semi-Professional Contract during the period from September 2021 until 30 June 2022 such Player Contract may be for a minimum of 6 (six) months;
- 19.1.2 When a Contracted Player is contracted as a Semi-Professional Player, under a Semi-Professional Contract for the period after 1 July 2022 and onwards, the Player Contract shall be for a minimum of 8 (eight) months;
- 19.1.3 When a Contracted Player is contracted on a Free-Agent Basis, in which case the Contract may be for any agreed duration, subject to the Contracted Player's right to terminate the Contract prematurely on 14 (fourteen) days' written notice to the Province;
- 19.1.4 When a Player returns from overseas to play in a specific Competition only, in which event the relevant Player Contract shall be concluded for the duration of the specific Competition;
- 19.1.5 When a Contracted Player has recovered from an injury and his relevant Player Contract expired during the period of injury and the Province wants to give him an opportunity to regain his playing fitness;
- 19.1.6 When a Contracted Player has entered into a National Player Contract and plays for the Province or SARU, for such period and on such terms as may be agreed upon with SARU and the Province;
- 19.1.7 When a Province breaches its contractual obligations with a Contracted Player and the Contracted Player cancels its Player Contract with such Province and is then contracted by another Province for a period; and
- 19.1.8 When a Player is contracted under a Club Player Contract, the Player Contract shall be for a period of 1 (one) week. The Province may not contract the Club Player for a shorter period. Furthermore, if a

Province wants to use a Club Player on an *ad hoc* basis for a period longer than one week, then the Province and the Club Player will have to enter into a new Club Player Contract weekly for as long as the services of the Club Player is required by the Province.

19.2 A Province intending to contract a Player in the circumstances contemplated in Clauses 19.1.1 to 19.1.8 above must notify SARPA in advance and in writing that it intends contracting the Player for such shorter period.

## **20 EXTENDING CONTRACTING PERIODS IN ORDER TO RETAIN A CONTRACTED PLAYER**

20.1 This Clause has the purpose of extending the tenure of Contracted Players within South African Rugby Professional Competitions after the exposure provided for them by International Franchises on the platforms provided by such Professional Competitions. For purposes of this Clause, and despite anything to the contrary in this Agreement, "Contracted Player" shall mean a Player who –

20.1.1 is younger than 27 years of age;

20.1.2 is contracted by an International Franchise for the first time on or after 1 November 2019; and

20.1.3 is being contracted by an International Franchise as a PONI or Provincial Player.

20.2 A Contracted Player who is contracted by an International Franchise for a period of less than three years shall, subject to clause 20.3, be deemed to have awarded an option in favour of all the International Franchises to contract the Contracted Player for a period of three years, which includes the initial period.

20.3 If the Contracted Player contemplated in clause 20.2 is selected as a Member of the National Team during the tenure of his Player Contract with the International Franchise, or any extension thereof contemplated in clause 20.2,

then the three-year period contemplated in clause 20.2 is replaced by a four-year period.

20.4 The exercise by the International Franchise of the options contemplated in this Clause 20 –

20.4.1 may be made by the International Franchise to which the Contracted Player is contracted at the time that the offer is made, or by any other International Franchise (subject to clause 20.5 below);

20.4.2 must be made by such International Franchise not later than 8 (eight) months prior to the expiry of the Contracted Player's existing contract and in this regard, it is specifically recorded that no Contracted Player shall be obliged to accept any offer of a contract from an International Franchise beyond this date; and

20.4.3 must be on terms wholly not less favourable to the Contracted Player than those governing his employment immediately prior to such right of renewal being exercised or such offer being made.

20.5 In the circumstances contemplated in clause 20.4.1, the Contracted Player shall be free to choose which offer to accept, that is, the offer made by the International Franchise to which he is contracted, or by another International Franchise; provided that nothing in this Clause shall be deemed to limit the rights of an International Franchise to whom a Contracted Player has expressly granted an option or right of first refusal in his Player Contract.

## **21 WINDOW PERIOD AND CONTRACTED PLAYER'S RIGHT TO NEGOTIATE**

21.1 A Contracted Player, his agent, or any other party acting on the Contracted Player's behalf may not, at any time prior to the opening of the Negotiations Window, enter into discussions and/or negotiations with any Province, other than the Province with which the Player is contracted, or with any overseas Club, or any agent, to make the Contracted Player's rugby playing services available to any such Province or overseas Club during or upon the expiration

of his Player Contract, unless the Contracted Player requests and obtains his Province's prior written consent (hereinafter referred to as "the Consent") to enter into such discussions and/or negotiations, which consent may not be unreasonably withheld. The Consent contemplated may be subject to the Province being given the right of first refusal on terms to be agreed to between the parties.

- 21.2 The request contemplated in clause 21.1 shall be addressed to the CEO of the Province by email and the transmission of such request shall be proven by a delivery receipt thereof to the email address of the CEO.
- 21.3 The request shall include the name of the Province or overseas club who approached the Contracted Player and the person or entity that represented such club.
- 21.4 The Province shall respond to the request in writing within 5 (five) days of receipt thereof by granting or refusing the Consent sought, which Consent shall not be unreasonably withheld by the Province.
- 21.5 In the event that the Consent is refused, the Province shall, in the response contemplated in clause 21.4 above, provide full and comprehensive reasons for such refusal in writing to the Contracted Player along with the written notice of refusal thereof.
- 21.6 In the absence of a response, within the time-period contemplated in clause 21.4, together with the reasons, if applicable, contemplated in clause 21.5, the Province shall be deemed to have given the Consent.
- 21.7 In the event that the Province granted the Consent, or the dispute is decided in favour of the Contracted Player, then the Contracted Player shall proceed with the discussions and/or negotiations with the Province, Club or person who approached him.
- 21.8 If the Contracted Player or his agent as a consequence of the aforementioned discussions and/or negotiations taking place prior to the opening of the

Negotiations Window, receives an offer from a Province or overseas Club and the Contracted Player is willing to accept the offer, he shall provide his current Province with a copy thereof prior to accepting same, in order to allow the current Province an opportunity to negotiate a new Player Contract for a further term. Should the current Province and the Contracted Player fail to reach agreement within a period of 14 (fourteen) days from the date when the Province is provided with the copy of the new offer, then the Contracted Player will be free to conclude the contract with the new Province or overseas Club.

21.9 A breach of any of the above by the Contracted Player or his agent or other party duly representing him, may result in disciplinary action being taken against the Contracted Player.

## 22 REMUNERATION CAPS

22.1 The Provinces' Total Annual Spend for all PONIs or Provincial Players, Semi-Professional Players and Development Players may not exceed the following amounts for each of the following Contracting Years as indicated in the table below –

CATEGORY OF PLAYER	INTERNATIONAL FRANCHISES (for purposes of Development Players)	DOMESTIC FRANCHISES			NON-FRANCHISES		
		2021	2022	2023	2021	2022	2023
PONIs AND PROVINCIAL PLAYERS	R61,92m	R16m	R17m	R18m	N/A	N/A	N/A
SEMI-PROFESSIONAL PLAYERS	N/A	N/A			R6,4m	R7m	R7,8m
DEVELOPMENT PLAYERS (for provinces which may participate in Development Competitions)	R7,5m	N/A	N/A	N/A	N/A, except for Leopards (Pty) Ltd and Eastern Province Rugby Union which is R7,5m	N/A	N/A

- 22.2 The amounts stipulated for PONIs and Provincial Players contracted by International Franchises in the table in clause 22.1 above, shall annually, on 1 January (from 1 January 2022) increase with a percentage increase equal to the average CPI for the previous twelve months.
- 22.3 The amounts stipulated for Development Players contracted by International Franchises, the Leopards (Pty) Ltd and Eastern Province Rugby Union in the table in clause 22.1 above, shall annually, on 1 January (from 1 January 2022) increase with a percentage increase equal to the average CPI for the previous twelve months.
- 22.4 The amounts stipulated for the Domestic Franchises and Non-Franchises in the table in clause 22.1 above, shall remain as indicated.
- 22.5 If any Province in respect of any Contracting Year does not utilize its full Total Annual Spend then the shortfall on its Total Annual Spend will be carried forward and added to its Total Annual Spend amount for the following year: Provided that no unutilized sums will be carried beyond the last year of the Contracting Cycle.

## **23 INDIRECTLY PROCURED REMUNERATION**

23.1 Any International Franchise, Domestic Franchise or Non-Franchise that requests, encourages, or induces a third party (for purposes of this Clause 23, referred to as "the Third Party") to make a payment to a Contracted Player, in money or in kind, for any purpose whatsoever shall disclose to the Monitoring Committee –

23.1.1 that it has so requested, encouraged or induced the Third Party;

23.1.2 the identity of the Contracted Player and the Third Party;

23.1.3 the amount of any payment, in money or in kind, that the Third Party has agreed to pay, or has paid, to the Contracted Player.

23.2 Any amount contemplated in Clause 23.1 may be added by the Monitoring Committee to the Total Annual Spend of a Province.

## **24 REPORTING TO MONITORING COMMITTEE**

24.1 There is hereby established a Monitoring Committee comprising one representative from each of SAREO, SARPA and SARU. The Monitoring Committee may appoint an independent chairperson.

24.2 The Monitoring Committee shall monitor compliance by the Provinces with the Total Annual Spend and Maximum Player Limits and report any alleged infringements to SAREO for investigation.

24.3 The Monitoring Committee shall determine its own meeting and decision-making procedures and shall make decisions by way of a majority vote of the Members of the Committee.

24.4 The Monitoring Committee shall have the power to –

24.4.1 Monitor compliance by Provinces with the Maximum Player Limits in Clause 14.1 and the Total Annual Spend Limits in clause 22;

24.4.2 Report alleged contraventions of the Maximum Player Limits and Total Annual Spend Limits contemplated in clause 22.1 to SAREO;

24.4.3 Exercise all such powers as may be necessary or incidental to the powers contemplated in this clause 24.

24.5 All Provinces must monthly by the 5<sup>th</sup> day of each month, commencing 1 January 2020 and continuing until the month following the last month of the 2023 Contracting Year, provide the Monitoring Committee with a list of –

- 24.5.1 the Province's Contracted Players, indicating in the case of each Player whether such player is a PONI, Provincial, Semi-Professional or Development Player; and
  - 24.5.2 all additional Players, other than the Players specified in Clause 24.5.1, who may have played for the Province in the preceding calendar month, whether as Contracted Players or Club Players.
- 24.6 On the 5<sup>th</sup> day of the month following the last month of each Contracting Year, all Provinces must provide the Monitoring Committee with a declaration of their Total Annual Spend.

## **25 PENALTIES**

25.1 Any Province that –

- 25.1.1 exceeds the limitations imposed by clause 14 above in respect of the number of Contracted Players it may contract and/or the Total Annual Spend restrictions imposed by clause 22 above, in respect of any year;
- 25.1.2 breaches the provisions of clause 22;
- 25.1.3 fails to make a disclosure contemplated in clause 24;
- 25.1.4 fails, not later than 7 (seven) days after receiving a written demand from the Monitoring Committee, to make the disclosures contemplated in clauses 25.5 and 25.6;

shall be –

25.2 liable under this Agreement to pay to SAREO a fine of -

- 25.2.1 R500 000.00 for a first offence in the Contracting Cycle;
- 25.2.2 R1 000 000.00 for a second offence in the Contracting Cycle; or

- 25.3 In the event of a Province committing a third offence in the Contracting Cycle, the transgression will be referred to the SARU Judicial Committee in order for it to consider and enforce suspension of the Province from all Currie Cup Competitions and Development Competitions
- 25.4 Penalties paid by offending Provinces shall be paid into the SAREO account and thereafter distributed on a once yearly basis to the Provinces, excluding the offending Province, in proportions according to which SARU contributions are made to the Provinces generally.
- 25.5 All Provinces undertake and agree that insofar as they may refuse, on demand by SAREO, to pay any fine that may be due under this Clause to SAREO, within the time period stipulated in the demand, they shall be in breach of contract as regards their obligations under this Clause with respect to the other Provinces, and that such breach may be remedied by SAREO acting on behalf of such other Provinces by the institution of legal proceedings against the breaching Province.
- 25.6 In the circumstances contemplated in clause 25.7, SAREO may elect, on the written recommendation of the Monitoring Committee, and by a resolution of not less than 80% (EIGHTY PERCENT) of the members of SAREO who are party to this Agreement, to waive any fine, or any part thereof, or recommend the waiver of any suspension from a competition, or portion thereof to the SARU Judicial Committee, to which a Province may become liable under clause 25.
- 25.7 In respect of any liability for a penalty, the Monitoring Committee may recommend a waiver of a fine or suspension, or a portion thereof, and SAREO may waive such fine or recommend the waiver of a suspension, as contemplated in clause 25.6, only if the Monitoring Committee and SAREO are satisfied, in their sole discretion, that -
- 25.7.1 the breach in question was committed inadvertently and without negligence on the part of the breaching party; and

25.7.2 the breach did not result in substantial advantage to the breaching party, and substantial disadvantage to the remaining Provinces.

## **26 MINIMUM REMUNERATION**

26.1 Subject to clause 26.2, PONI and Provincial Players must be paid a minimum monthly Remuneration of R 10 950.00 (Ten Thousand Nine Hundred and Fifty Rand);

26.2 Clause 26.1 does not apply to PONI and Provincial Players contracted by a Domestic Franchise or Non-Franchise on a Free-Agent Basis, who may be paid less (or more) than R10 950.00 (Ten Thousand Nine Hundred and Fifty Rand).

26.3 A Semi-Professional Player must be paid a minimum monthly Remuneration of R 6 200.00 (Six Thousand Two Hundred Rand).

26.4 The amounts stipulated in clause 26.1 in respect of PONIs and Provincial Players contracted by International Franchises and Domestic Franchises, shall annually on 1 January increase by the average rate of CPI for the previous twelve months .

26.5 The Parties shall annually negotiate in good faith the increases applicable to the amounts stipulated in clause 26.3 in respect of Semi-Professional Players and the increases applicable to PONIs and Provincial Players contracted by Non-Franchises.

## **27 MINIMUM REMUNERATION FOR PLAYING IN THE INTERCONTINENTAL RUGBY AND UNITED RUGBY CHAMPIONSHIP**

27.1 All International Franchises shall, at least one week before their first Match of the Intercontinental Rugby or United Rugby Championship, announce an official squad of at least 30 Contracted Players that will participate in such Competition.

27.2 With effect from such date, until the last Match played by the International Franchise in the Intercontinental or United Rugby Championship, all Contracted

Players who form part of the squad, either as initially announced or as reconstituted from time to time, shall for the period that they form part of such squad, be entitled to be remunerated at a minimum monthly remuneration of R36 155.00 (Thirty-Six Thousand One Hundred and Fifty-Five Rand). This amount shall increase annually on 1 January (from 1 January 2022) with a percentage equal to the average CPI for the preceding twelve months.

27.3 For the avoidance of any doubt, it is recorded that –

27.3.1 A Development Player who plays in the Intercontinental or United Rugby Championship shall be regarded as part of the reconstituted squad contemplated in clause 27.2 for as long as he so plays.

27.3.2 if an International Franchise selects more than 30 Contracted Players to the Intercontinental or United Rugby Championship Squads contemplated in clause 2.1, the Franchise shall be obliged to pay all such Contracted Players at least the minimum remuneration as per clause 2.2 above;

27.3.3 International Franchises are not obliged to pay the minimum remuneration to the pre-season squads training and playing more than one week before the first Match of the Intercontinental or United Rugby Championships.

## **28 MATCH FEES FOR CERTAIN CONTRACTED PLAYERS**

28.1 Subject to clause 28.3, Development Players and Club Players with a Club Player Contract playing for a Province in a Professional Competition shall be paid:

28.1.1 a minimum Match Fee of R2 070.00 (Two Thousand and Seventy Rand) per Match, for playing in the Currie Cup First Division Competition; and

28.1.2 a minimum Match Fee of R3 100.00 (Three Thousand One Hundred Rand) per Match, for playing in the Currie Cup Premier Division Competition.

- 28.2 The Match Fees as set out in clauses 28.1.1 and 28.1.2 shall also be payable to Development Players and Club Players with a Club Player Contract used on an *ad hoc* basis should they play in Promotion-Relegation Matches.
- 28.3 Despite clause 28.1, a Development Player shall not be paid the Match Fees contemplated in this clause 28, if he is receiving at least the minimum Remuneration contemplated in clauses 26 and 27.
- 28.4 The amounts stipulated in clause 28.1 in respect of Development Players and Club Players with a Club Player Contract playing in Professional Competitions for an International Franchise, will annually on 1 January (from 1 January 2022) increase with a percentage equal to the average CPI for the previous twelve months.

**29 CONTRACTED PLAYER'S INVOLVEMENT IN EMPLOYMENT, BUSINESS AND STUDY AND THE SARPA PLAYER DEVELOPMENT PROGRAM**

- 29.1 For the purposes of this Clause, any reference to "Player", shall mean a Contracted Player, unless expressly specified otherwise.
- 29.2 A Semi-Professional Player must, at the time of concluding his Player Contract, notify the Province of any employment or study commitments or obligations he has. If a Semi-Professional Player assumes employment or study commitments after concluding his Player Contract, he must immediately upon assuming such commitments notify the Province of such employment or study commitments.
- 29.3 Should a Contracted Player, other than a Semi-Professional Player, wish to take up any other employment, occupation, business, or any studies at an educational institution during the term of his Player Contract, he shall notify his Province thereof and simultaneously in writing request permission therefor at least 14 (fourteen) days before engaging in such activity.

- 29.4 Subject to the provisions of clause 29.6 the Province shall within 14 (fourteen) days of receipt of the request contemplated in clause 29.3, either grant or withhold its consent, in writing.
- 29.5 A Province shall not be entitled to withhold its consent, unless such employment, occupation, business or studies could prevent the Contracted Player from meeting any one of his obligations under clause 30 of this Agreement.
- 29.6 If the Province does not respond within the time period contemplated in clause 29.4 the Contracted Player's request will be deemed to have been granted.
- 29.7 Should it become evident that the employment, occupation, business or studies contemplated in this Clause is preventing a Contracted Player from fulfilling his obligations under clause 30 of this Agreement or any of his/her duties under his/her Player Contract, the Player shall upon written notification by the Province immediately take the necessary steps to rectify the situation.
- 29.8 It is recorded that the Province will encourage Contracted Players to be involved in business and studies and will use their best endeavours to accommodate Contracted Players' reasonable needs with due regard to its own requirements.
- 29.9 Development Players shall attend at least 3 (three) player development modules which SARPA will provide at no cost to the Provinces. These modules are:
- 29.9.1 Personality and career analysis; and
- 29.9.2 Other modules that the SARPA Player Development Division considers necessary and relevant, in its discretion.
- 29.10 Provided that Contracted Players who provide proof that they are performing formal studies shall not be required to attend the personality and career analysis module.

- 29.11 SARPA acknowledges that some Provinces have their own player development programmes, and in such event, there shall be consultation and co-operation between the Province and SARPA on implementing and ensuring optimum outcomes to these programs.
- 29.12 SARPA will have the right to host, at each Province which has contracted Development Players, an induction day to inform the newly contracted Development Players about the association and SARPA. Such session is to be held within the first three months of the start of the Development Players' contracts.
- 29.13 The relevant Provinces agree that the facilities, such as meeting rooms, will be made available for these sessions as and when required.

### **30 GENERAL DUTIES OF THE CONTRACTED PLAYER**

- 30.1 This clause sets out the duties owed by Players to the Province whilst under contract to the Province, or whilst training and playing for a Province on an *ad hoc* basis.
- 30.2 Contracted Players shall perform all duties and responsibilities required of them including but not limited to –
- 30.2.1 acquainting themselves with, and abiding with, the by-laws and regulations of WR, SARU's constitution, SARU's code of conduct, regulations, policies and directions of SARU, and also those of the Province and any changes thereto;
  - 30.2.2 playing the Game to the best of their ability and skill in accordance with the laws of the Game;
  - 30.2.3 observing and abiding by all reasonable instructions and directions of the Province, its Head Coaches and Members of the Province's team management;

- 30.2.4 maintaining appropriate levels of fitness and skill as discussed and agreed to;
- 30.2.5 being available to participate in: -
  - 30.2.5.1 Matches played by the Province, provided that a Contracted Player shall not be required to participate in more than 32 Matches for a Province and/or SARU in any 12 month period commencing on 1 July and ending on 30 June;
  - 30.1.5.2 training sessions and/or training camps;
  - 30.1.5.3 Team and Squad meetings, subject always to the Provisions of WR Regulation 9.13, relating to international Squad sessions.
- 30.1.6 making not more than 25 Non-Commercial Appearances per annum on behalf of the Province; provided that if the Contracted Player is a PONI, he shall not be required to make more than 12 Non-Commercial Appearances per annum on behalf of the Province;
- 30.1.7 making Commercial Appearances on behalf of an International Franchise, provided that a Contracted Player may not be required to participate in a Commercial Appearance where the International Franchise has already required of its Contracted Players collectively to make 500 Commercial Appearances in total in a calendar year);
- 30.1.8 conducting themselves at all times, both on and off the playing field, in accordance with their status as a professional rugby player and should a Contracted Player fail to adhere to this such conduct will be dealt with in terms of The Disciplinary Code, attached hereto and marked schedule 14;
- 30.1.9 refraining from participating in any Match not under the auspices of SARU unless the Province, and in the case of a PONI, SARU, provides written consent to the Contracted Player to do so and all requirements

of Regulation 23 of WR (dealing with injury insurance) have been complied with; and

30.1.10 honouring and abiding by any agreement concluded between SARU and the Players' Trust relating to the use of the Players' Collective Commercial Rights in a Team Context and in the event that no agreement or arrangement in this regard is entered into between the Contracted Player and the Players' Trust before or during the duration of this Agreement, the Contracted Player shall grant at no cost the unlimited use of his Players' Collective Commercial Rights to SARU and the Province.

30.2 A breach of any of the above Duties shall constitute a material breach of the Player's Contract and may result in disciplinary action being taken against the Contracted Player which, in turn, may result in termination of the Player's Contract with the Province, should the circumstances warrant this and the proper procedures in terms of schedule 14 and the Codes of Good Practice and the other relevant provisions of the Act have been duly followed.

## **31 HOURS OF WORK**

31.1 To the extent that a Contracted Player may be required to work in excess of the maximum number of ordinary working hours permitted by law, and in the event of a Province being obliged by law to remunerate the Contracted Player at increased rates in respect of such work, a Province shall, *in lieu* of paying the Contracted Player at the increased rates, grant the Contracted Player time off in line with applicable legislation.

31.2 During Competitions, where Contracted Players are required to play and/or travel materially outside their normal working Day(s) and on Saturdays and Sundays, a Province shall give such Contracted Players one full day off and the Contracted Player will receive his normal Remuneration for such day.

31.3 In the event that a Contracted Player is required to participate in the execution of the Contracted Players Commercial Rights and such an execution falls on an off day, the consent of the Contracted Player will be required, and such consent

may not be unreasonably withheld by the Contracted Player, provided that the Contracted Player has received sufficient notice of the Appearance.

## **32 CLUB MEMBERSHIP**

- 32.1 All Players shall, whilst contracted to a Province, be a Member of a Club within the boundaries of the Province. Players who are not Members of a Club at the time of signing their agreement with a Province must nominate the Club they intend joining and join such Club within two weeks of signing the Agreement. If they do not nominate a Club, the Province shall nominate one on their behalf and the Contracted Player shall join such Club within the afore stated period.
- 32.2 Whilst under contract with a Province, a Player may only change Clubs with the prior written permission of the Province.
- 32.3 Notwithstanding the provisions of clause 31.1, Provinces may, in the interests of the equitable development of the Clubs within their boundaries, and after consulting with the Contracted Player, direct that a Contracted Player join one of two Premier Clubs. A Contracted Player may refuse to join such Club only if the Province has acted unreasonably taking into account the Province's and the Contracted Player's interests, and the need to ensure the equitable development of Clubs within the Province.
- 32.4 The Province may direct that a Contracted Player shall not play for, or train with, his Club if, in the opinion of the Province, this would interfere with the Contracted Player's obligations under his Player Contract and this Agreement.
- 32.5 A Player on Loan to a Province remains registered with a Club within the Province from which he is so on Loan and need not register with a Club within the boundaries of the Province to which he is Loaned.

**33 SPECIAL PROVISIONS RELATING TO APPAREL, TECHNICAL GEAR AND FOOTWEAR**

- 33.1 Provinces will provide Contracted Players with the official Apparel and Technical Gear in terms of the Agreements entered into with Sponsors of the Provinces. Contracted Players shall wear such Sponsored Apparel and Technical Gear to the exclusion of any other when training, playing Matches, travelling or officially appearing in public as a Member of the Province's Squads or Teams, and shall not remove, alter or obscure any logos, brand names or identification devices on such Apparel or Technical Gear.
- 33.2 A Contracted Player may not, during any of the periods or occasions contemplated in clause 33.1, wear Apparel or Technical Gear with logos or brand names, or other distinguishing marks, which conflict with those of the Sponsors of the Provinces; provided that the Contracted Player may wear such Apparel or Technical Gear if he fully blocks out such competing logos, brand names or other distinguishing marks.
- 33.3 Despite anything to the contrary in this Agreement, Contracted Players may –
- 33.3.1 wear Technical Gear of their choice, subject to clause 33.2, and not that of the Province's Technical Gear Sponsor, provided they remove and/or cover the name, colours and logos from/of such Technical Gear, and provided such Technical Gear is black; and
- 33.3.2 wear Footwear of their choice whilst training and playing Matches, without the need to remove and/or cover the name, colours and logos from/of such Footwear.
- 33.4 Nothing in this Clause shall preclude a Contracted Player from having a personal endorsement agreement with a Footwear, or Technical Gear Sponsor, provided the Contracted Player complies with the provisions of this clause, and clause 34.

**34 CONCLUSION OF A FOOTWEAR AND TECHNICAL GEAR ENDORSEMENT AGREEMENT BY A CONTRACTED PLAYER**

- 34.1 A Contracted Player who is approached by a Footwear or Technical Gear Sponsor to conclude Footwear or Technical Gear endorsement agreement must afford the Province's Footwear, or Technical Gear Sponsor the opportunity of Matching any offer made by such third party. The Contracted Player shall afford the Province's Footwear or Technical Gear Sponsor such right of first refusal by providing the Province's CEO with a written copy of the third-party Sponsor's offer, and thereafter affording the Province's Technical Gear Sponsor 30 (thirty) days to Match such offer in writing.
- 34.2 Subject to clause 34.3, the Province's Technical Gear Sponsor shall be entitled to the right of first refusal contemplated in clause 34.1 in respect of all renewals of a Contracted Player's Technical Gear endorsement agreement.
- 34.3 If a Contracted Player has an existing Footwear or Technical Gear endorsement agreement with a party other than the Province's Technical Gear Sponsor and such agreement contains a right of first refusal in favour of such third-party Sponsor, the Contracted Player shall afford his Province's Technical Gear Sponsor the opportunity of making an offer to the Contracted Player prior to such third-party Sponsor exercising its right of first refusal. The Contracted Player shall afford the Province's Technical Gear Sponsor with such opportunity by providing the Province's CEO with a copy of the Agreement, advising the CEO that the Agreement is up for renewal and inviting the Province's Technical Gear Sponsor to submit an offer within 14 (fourteen) days of it being delivered to the Province's CEO. If the Province's Technical Gear Sponsor makes any offer the third-party Sponsor will have the right to Match it, and the Contracted Player may accept such offer.
- 34.4 The sole criterion for determining whether an offer has been Matched under clause 34.3 shall be the financial benefit due to the Contracted Player under that agreement.

**35 TERMINATION OF A PLAYER CONTRACT BY A PROVINCE**

- 35.1 A Province may terminate a Player Contract with a Contracted Player on grounds of the Contracted Player's misconduct or incapacity where such misconduct or incapacity is of such a nature that it would warrant dismissal under Chapter 8 of the Act.
- 35.2 This applies where the misconduct was committed, or the incapacity relates to, the Contracted Player's Duties to the Province.
- 35.3 Termination of a Contracted Player's services on the grounds of misconduct shall be in accordance with the disciplinary code and procedure set out in schedule 14 and on grounds of poor performance in accordance with the Performance Review Procedure set out in schedule 18.

## **36 TERMINATION OF PLAYER CONTRACT BY THE PLAYER**

- 36.1 A Contracted Player may terminate his Player Contract with a Province and claim fair compensation if the Province materially breaches such agreement or makes the continuation of the employment relationship intolerable, provided that a Contracted Player shall not exercise his right to terminate such Player Contract on grounds of a material breach by the Province without first giving the Province 7 (seven) days written notice to remedy the breach.
- 36.2 In the case of alleged conduct by the Province rendering the continuation of the employment relationship intolerable, the Contracted Player must first exhaust the grievance procedure in schedule 16 and can only thereafter terminate his Player Contract with the Province.

## **37 DATABASE OF CONTRACTED PLAYERS' SALARIES**

- 37.1 The Parties agree to work together to make available to all Parties de-identified data as defined by the Protection of Personal Information Act 4 of 2013 (hereinafter referred to as "POPIA") of Contracted Players including the age, position, contract period and Remuneration of all Contracted Players covered by this Agreement with a view to building a central benchmark database that will assist in the contracting of Players.

37.2 This information will be treated confidentially by all the Parties concerned.

### **38 SELECTION TO TEAM AND SQUADS**

38.1 The conclusion of a Player Contract with a Player shall not guarantee the Contracted Player selection to the Team or Squad of a Province, nor shall the conclusion of a PONI Contract, or the secondment of a Contracted Player to SARU, guarantee the Contracted Player selection to the National Team or National Team Squad.

38.2 Provinces and/or SARU shall have the sole discretion in respect of such selections and their decision in this regard will be final and binding. However, Provinces shall, in the interests of promoting transparency and at a Contracted Player's request, provide brief reasons to a Contracted Player for not selecting him.

### **39 MUTUAL RECOGNITION**

39.1 SARPA recognises the right of Provinces to manage and direct their operations and their right to conduct their normal managerial functions.

39.2 For as long as SARPA represents a majority of all Players contracted by all the Provinces (hereinafter, for as long as SARPA remains "representative"), SAREO recognises the right of authorised and duly appointed officials and duly elected Members to represent SARPA in negotiations and consultations in terms of and relating to this Agreement.

39.3 This Agreement and everything recorded in this clause 39 is subject thereto that SARPA remains representative. From the moment that SARPA is no longer representative, SAREO or the Provinces individually shall be obliged to contract with the new Players' union or association or, in the absence of one, with the Players directly, either individually or as a collective.

39.4 SAREO recognises SARPA's right, for the duration of this Agreement, subject thereto that SARPA remains representative, to -

- 39.4.1 promote and protect the interests of the Contracted Players and to safeguard their rights;
- 39.4.2 strive for the improvement of employment and economic conditions of the Contracted Players;
- 39.4.3 negotiate on behalf of the Contracted Players their terms and conditions of employment;
- 39.4.4 maintain freedom from unjust and unlawful rules, regulations and policies affecting each Contracted Player's rugby career;
- 39.4.5 provide a medium through which the Contracted Players may express their views on issues concerning their wellbeing; and
- 39.4.6 provide representation for Contracted Players at all levels.

#### **40 ACCESS TO PLAYERS AND INFORMATION**

- 40.1 Officials and office-bearers of SARPA shall have access to Contracted Players on reasonable terms and at times to be arranged with the management of a Province.
- 40.2 Contracted Players who are SARPA office-bearers shall be granted reasonable time off to attend SARPA meetings with due consideration to minimising the disruption of the training and playing schedules of such Contracted Players.
- 40.3 SARPA shall have the right to acquire all relevant information that it reasonably requires in order to -
  - 40.3.1 engage meaningfully in collective bargaining; and
  - 40.3.2 enable it to perform the functions of representing Members in grievance and disciplinary matters and monitoring compliance by Provinces with its obligations under this Agreement.

## **41 PREMIUM RESERVE SEATING TICKETS**

41.1 Each Province shall provide SARPA with Premium Reserved Seating tickets to all Matches played at their Home Ground on the following basis:

41.1.1 up to 6 (six) tickets to be provided free of charge for all fixtures other than international fixtures;

41.1.2 preferential procurement of tickets by SARPA;

41.1.3 up to 4 (four) tickets to be available for international fixtures; and

41.1.4 one reserved parking ticket.

41.2 SARPA will notify the Province in writing of the number of tickets it requires at least 4 (four) days before each Match.

41.3 SARPA and a Province may agree in writing to extend the time in which SARPA must give the notice referred to in clause 41.2.

41.4 Provinces shall provide the tickets referred to herein within no less than 3 (three) days prior to the relevant Match.

## **42 SARPA SUBSCRIPTION FEE**

42.1 For as long as at least 30% of all Contracted Players employed by all Provinces remain Members of SARPA, the Provinces must deduct, and pay over to SARPA, the SARPA subscription fee of every Member, as determined by SARPA from time-to-time and conveyed to the Provinces.

42.2 A Province may require of SARPA to provide adequate proof of Membership by the Contracted Player from and in respect of whom the deduction is made.

42.3 SARPA will, monthly, provide the Provinces with Membership lists confirming the names of the Members at each Province and the Provinces must deduct the

SARPA subscription fees from such Contracted Players reflected on the lists and remit such fees to SARPA by no later than the 15th day of the month following the month of deduction.

- 42.4 Provinces shall cease the deduction of a Contracted Player's subscription fee upon two months of the Contracted Player giving the Province and SARPA written notice of termination of his SARPA membership.

### **43 FUTURE NEGOTIATIONS**

- 43.1 For as long as SARPA remains representative (as contemplated in Clause 42.1) SAREO and SARPA shall negotiate over the future collective terms and conditions of employment of Contracted Players.

- 43.2 Such Remuneration and other terms will be reviewed starting March 2021 and will always be subject to the guidelines set out below.

- 43.3 SARPA and SAREO shall exchange agenda items for negotiations at least 14 (fourteen) days prior to the meeting. SAREO shall thereafter compile a final agenda for the meeting and submit these to SARPA at least 5 (five) Days prior to the meeting.

- 43.4 Relevant information reasonably required by any Party in order to formulate and respond to any proposal shall be exchanged by no later than 7 (seven) days before the meeting with due consideration to section 16 of the Act.

- 43.5 The Parties agree to try and arrange meetings in a manner that shall be the least disruptive for the preparation of Matches and training schedules of Contracted Players who are SARPA representatives.

- 43.6 Special meetings may be arranged from time to time by agreement and on an *ad hoc* basis, to consider urgent matters of mutual interest.

- 43.7 Any agreement reached between the Parties after completion of the negotiations shall be reduced to writing and signed by the Parties and be attached to this Agreement.

- 43.8 In the event of the Parties failing to reach agreement during negotiations, either Party may declare a dispute by written notice to the other Party(ies) within 5 (five) days after conclusion of the negotiations and each Party will be free to pursue any remedies available.
- 43.9 The Parties may invite other stakeholders or experts to attend the workshop and the date, format and logistics of the workshop will be agreed to by the Parties.

### **SECTION THREE**

The provisions under this Section Three governs the terms and conditions related to the contracting and/or utilisation of Players by SARU and the Provinces and are negotiated, agreed to and signed-off on by SARU, SAREO and SARPA from time to time.

The rights and obligations created in this Section Three will be assigned to either SARU or the Province depending on which entity the Contracted Player renders his services to at the time.

#### **44 STANDARD PLAYER CONTRACT: CONDITIONAL**

44.1 A Player will be subject to the passing of medical and fitness examinations prescribed by a Province or SARU if immediately before concluding his Player Contract, he/she:

44.1.1 was not under Player Contract to any other Province or SARU; and/or

44.1.2 was under Player Contract to a Province or SARU previously, but had been playing overseas for a period longer than 6 (six) months and did not have any Player Contract with any Province in South Africa during such time.

44.2 The medical and fitness examination contemplated in clause 44.1 must be conducted within 2 (two) weeks of the commencement of the Player Contract with the Province or SARU.

44.3 In the event that –

44.3.1 a Player as referred to in clause 44.1 above fails to pass a medical and fitness examination as contemplated herein, the Player Contract shall be *void ab initio*;

44.3.2 a Province or SARU does not conduct such medical and fitness examination within the 2 (two) week period, the condition contemplated in clause 44.1 shall be regarded as having been fulfilled on the expiration of such period and the Province or SARU shall thereafter deal with any incapacity or unfitness on the Player's part in terms of the Performance Review Procedure contained in schedule 18.

#### **45 DUTIES WITH REGARDS TO PHYSICAL CONDITION AND FITNESS**

45.1 For the duration of his Player Contract or while seconded to SARU, a Contracted Player must –

45.1.1 keep himself in good physical condition and fitness as prescribed and regulated by the Province or SARU;

45.1.2 as soon as he becomes aware of any illness, disability, injury or other condition that might affect his physical condition or performance, disclose it to the team doctor of the Province or SARU, and any failure to do so could result in disciplinary action being taken against the Contracted Player;

45.1.3 attend and participate in any physical or fitness examination required by the Province or SARU;

- 45.1.4 subject to clause 45.1.5, undergo any necessary medical treatment prescribed by a registered medical practitioner approved by the Province or SARU concerning any illness, disability, injury or other condition affecting his ability to play the Game.
- 45.1.5 Before undergoing medical treatment as contemplated in clause 45.1.4 above, the Contracted Player has the right to obtain a second opinion from a medical specialist (hereinafter 'the second medical opinion') and in the event that the second medical opinion differs from the first medical opinion both opinions shall be referred to the South African Sports Medicine Association for a further independent opinion, which further independent opinion shall be final and binding on the Contracted Player and the Province or SARU, as the case may be.
- 45.1.6 comply with reasonable instructions by the Province's or SARU's medical team;
- 45.1.7 refrain from participating in any hobby or sport which would ordinarily be regarded as highly dangerous or which involves a significant risk of personal injury such as rock-climbing, bungee jumping, sky-diving, water skiing, jet-skiing, white water rafting, skateboarding, hang-gliding, quad-biking and motor-racing - failure to disclose such activities prior to engaging therein may lead to disciplinary action against the Contracted Player and could lead to the termination of the Player Contract; and
- 45.1.8 not engage in any use of a substance or practices which contravene the anti-doping regulations of either SARU or WR, as dealt with herein below.
- 45.2 Subject to clause 30.2.5.1, a Contracted Player shall not be allowed to play more than 32 matches per annum on condition that the matches shall first be allocated for test matches for those Contracted Players identified by SARU.

45.3 It is recorded that SARU is in the process of finalising the PONI Contract where after the duties of the PONI, agreed to by all Parties (SARU, SAREO and SARPA), will be included under clause 9.

45.4 Nothing in this clause 46 or anywhere else in this Agreement shall be interpreted to allow a Province or SARU to interfere with a Contracted Player's conduct after working hours and outside of the workplace, except insofar as expressly and specifically provided for herein and except insofar as such conduct may interfere with his ability to play the Game or his fitness and conditioning or materially affects the reputation of the Province or SARU.

#### **46 ANTI-DOPING**

46.1 It is acknowledged by the Parties that it is fundamentally important to the Game that the Game remains as free as possible from doping and the use of prohibited substances.

46.2 SARU has introduced anti-doping regulations which are in line with principles established by WR and the World Anti-Doping Association. It is acknowledged that the Players will, from time to time, be tested not only under these regulations, but also under anti-doping rules applied by the South African Institute for Drug-Free Sport.

46.3 The Provinces and SARU shall provide adequate and appropriate anti-doping education to the Contracted Players in relation to anti-doping measures and relevant codes and shall consult with – and where necessary seek the assistance of – SARPA, in providing such education.

46.4 In the event that a National Player or a Player who is utilised by SARU in an International Competition, is accused of having committed an anti-doping offence and the Player maintains that he ingested the substance inadvertently, through no fault or negligence of his own or through no significant fault or negligence of his own, SARU and SARPA will be responsible for the costs of the Player's legal representation at the proceedings before the SAIDS disciplinary panel in equal shares and, if applicable, any appeal tribunal. In the

event that the Player's period of ineligibility is not decreased in terms of the decision of the relevant SAIDS or CAS panel or tribunal, as the case may be, these costs shall be repayable to SARU and SARPA by the Player. However, should the Player's legal representative advise SARU and SARPA that, based on all the evidence available, the Player's chances of success are remote, SARU and SARPA may in its discretion decide to withdraw any further funding.

- 46.5 In the event that a National Player is tested positive for a banned substance and accused of having committed an anti-doping offence, his/her contract may be suspended after three months from the date of being notified of such positive test, provided that SARU shall, prior to terminating the Player Contract, must have complied with its undertakings in clause 47.7 below and shall substantially comply with the procedures set out in the Labour Relations Act 66 of 1995 entitling the Player to a fair hearing. If the doping offence cannot be proven by the anti-doping agency involved or the National Player's period of ineligibility is reduced to less than three months, the National Player must be reimbursed for the income forfeited during the period that his contract was suspended for.
- 46.6 In the event that a Provincial Player is tested positive for a banned substance and accused of having committed an anti-doping offence, his contract may be suspended after three months from the date of notification by the Anti-Doping Agency of such positive test, provided that:
- 46.6.1 the Province and SARU has complied with its obligations in clause 46.8 below;
- 46.6.2 prior to suspending the Provincial Player's contract, the Province and SARU substantially complied with the procedures set out in the Act entitling the Provincial Player to a fair hearing; and
- 46.7 If a Player contemplated in clause 46.4 is subsequently found not guilty of the anti-doping offence, the suspension shall be uplifted immediately, and the Player shall be reimbursed any Remuneration lost as a result of the suspension.
- 46.8 The Province and SARU undertakes -

- 46.8.1 never to require of any Contracted Player to ingest any prohibited substance and to ensure that a person who does so on its behalf is properly disciplined;
  - 46.8.2 to ensure that all supplements, food and beverages provided to a Contracted Player, as the case may be, will not be contaminated by any prohibited substances; and
  - 46.8.3 to properly educate the Contracted Player on the dangers of doping and on how to apply for Therapeutic Use Exemptions.
- 46.9 The Contracted Players undertake never to take any supplement/s unless approval of their use has been granted by a Member of the medical team of the Province or SARU.

#### **47 MEDICAL AID COVER**

- 47.1 The Parties recognise the importance of a healthcare arrangement for rugby players in South Africa and agree that a Player shall not be permitted to render any rugby playing services to a Province or SARU and/or train with a Province or SARU and/or participate in a Match without being a Member of a Comprehensive Medical Scheme.
- 47.2 The Parties further recognise and agree that, subject to clause 47.12, membership of a Comprehensive Medical Scheme shall be compulsory for all Contracted Players and shall therefore be a condition of employment of all Contracted Players, except where the Contracted Player is listed as a dependant of his spouse's or parent's medical scheme or is a Club Player with a Club Player Contract who is already a member of a Comprehensive Medical Scheme which specifically covers rugby related injuries.
- 47.3 In the case of Club Players used on an *ad hoc* basis Provinces and SARU remain obligated, as provided for in the applicable World Rugby Regulations and the Compensation for Occupational Injuries and Diseases Act, to cover

medical treatment costs incurred by such Players whilst providing rugby-playing services to the Province or SARU.

- 47.4 Contracted Players who are exempted from the requirement that they become Members of a Comprehensive Medical Scheme by virtue of being listed as dependants of their spouses' or parents' medical scheme, as provided for in clause 47.2, shall nevertheless be part of the compulsory employer group GAP cover.
- 47.5 SARU will be responsible for any additional medical costs not covered by the Contracted Player's medical aid cover, whether because the Contracted Player's savings portion of the scheme has been depleted, or otherwise. In the case of a Provincial Player and a Club Player, SARU will only incur this liability when the injury is sustained during a Period of Secondment.
- 47.6 Club Players playing for SARU will be provided with comprehensive medical aid cover and SARPA's financial advisor will attempt to arrange comprehensive medical aid cover as soon as the Club Player is selected to render services to SARU and, if successful, SARU will be responsible for paying the Club Player's medical aid premiums.
- 47.7 An Appointed Financial Advisor shall use his best endeavours to procure viable comprehensive medical aid on reasonable terms for a Club Player, and if he is unable to do so, SARU shall be responsible for all the Player's medical expenses with a private medical facility and with medical professionals approved by SARPA.
- 47.8 It is acknowledged that under the applicable rules of the Comprehensive Medical Scheme contributions must be made for a minimum of 12 (twelve) months. This creates challenges where a Player is contracted for less than 12 (twelve) months, and to deal with such challenges the Parties agree that in respect of such Players the following arrangements shall apply:
- 47.8.1 SARU and the Province with which that Player is contracted shall be entitled to recover from the Contracted Player, by way of equal monthly

deductions from the Contracted Player's Remuneration over the actual period of the Player's contract, the total amount due by the Contracted Player in respect of his medical contributions for a twelve-month period, so that SARU and the Province is able to pay such contributions over the required twelve-month period.

47.8.2 This twelve-month period shall commence on the first day of the month of the Contracted Player's employment with SARU and the Province.

47.8.3 The Province or SARU ("the First Employer") shall continue paying the balance of the twelve-month medical scheme contributions to the medical aid scheme after the Contracted Player has left its employ, unless the Contracted Player resumes employment with another Province ("the Other Employer"), in which case the First Employer shall pay those contributions to the Other Employer, who shall be obliged to pay such contributions to the medical scheme and who shall not be entitled to recover any such contributions from the Contracted Player for those months that the First Employer had recovered such contributions.

47.9 In order to ensure access to healthcare, and rehabilitation treatment and management for Contracted Players, and to mitigate medical expenses risk for SARU or Provinces and Contracted Players, SARU and the Provinces have agreed to comply with the following –

47.9.1 prior to the first day of employment of a Contracted Player at a Province or SARU, a Province or SARU must obtain proof of membership of a spouses' and/or parents' medical scheme and the proof of GAP cover;

47.9.2 Thereafter, membership will be verified by a Province or SARU every six months; and

47.9.3 the Provinces or SARU will identify a responsible person or persons at the Provinces or SARU who will attend to the reasonable requests for

information and documentation as advised by the Appointed Financial Advisor.

47.10 The Appointed Financial Advisor will annually review the best suited and appropriate cover for Contracted Players and will provide a full cover description, application and process guide to the Province or SARU.

47.11 Save where the provisions of clause 47.2 applies, the on-boarding administration and premium deduction for this Comprehensive Medical Scheme cover will be done by the Province or SARU where the Contracted Player is employed.

47.12 The on-boarding administration should be concluded before the first day of employment.

47.13 The on-boarding process is subject to the following –

47.13.1 relevant application documents must be completed by the Province or SARU;

47.13.2 the Province or SARU must submit the application documents to the Appointed Financial Adviser for submission to the scheme;

47.13.3 The Province or SARU shall ensure that every Contracted Player is uploaded on the Province's medical aid provider pay point;

47.13.4 The Appointed Financial Advisor shall provide monthly premium schedules to the Provinces or SARU;

47.13.5 The applicable monthly premiums shall be deducted from the Remuneration of the Contracted Player and will be paid over by the Province or SARU to the relevant medial aid fund by no later than the 5th day of the month following the deduction; and

47.13.6 The Provinces or SARU shall sign the applicable “financial advisor note” ensuring that such Appointed Financial Advisors of SARPA can assist the Provinces or SARU with the medical aid administration.

47.14 Despite anything to the contrary in this clause 47 –

47.14.1 The Sharks and Western Province are entitled to appoint their own medical aid provider and financial advisor, provided that such appointments shall be subject to the prior approval of SARPA or subsidiary or associated company of SARPA.

47.14.2 The approval contemplated in clause 47.14.1 may only be withheld in the event that:

47.14.2.1 The Sharks’ and WP’s proposed Medical Aid Provider does not provide cover which is objectively most economical and in the interests of the Players; and

47.14.2.2 The Medical Cover is not in line with the minimum requirements provided in the Collective Agreement.

47.14.3 Sharks and WP Contracted Players, who are employed on Player Contracts concluded prior to 1 November 2017, shall continue to be entitled to the agreed medical contributions from the Sharks and WP, until the termination of their Player Contracts.

47.15 During periods of overseas travel, the Province or SARU shall arrange and pay for the costs of comprehensive medical insurance, to cover the Contracted Players for medical expenses related to rugby injuries, and injuries not covered under the medical aid scheme referred to in this clause.

47.16 Provisions applicable to Foreign Based Players:

47.16.1 Foreign Based Players will be provided cover as required by Regulation 23 of WR for the period they are selected to render services to SARU.

47.16.2 SARPA's financial advisor will use its best endeavours to arrange comprehensive medical aid cover for a Foreign Based Player on reasonable terms as soon as such Foreign Based Player is selected to render services to SARU and, if successful, SARU will be responsible for paying the premiums for such Foreign Based Player's medical aid scheme. If he is unable to do so, SARU shall be responsible for all the Foreign Based Player's medical expenses with a private medical facility and with medical professionals approved by SARPA.

#### **48 REMUNERATION FOR TEMPORARY DISABILITY AND CATASTROPHIC INJURY OF CONTRACTED PLAYERS**

48.1 Subject to clauses 48.3, 48.4 and 48.5 below, each Province or SARU agrees to pay to a Contracted Player with a Temporary Disability, his monthly Salary from the date of the incident which caused the Temporary Disability as follows:

48.1.1 for a period of 18 (eighteen) months or, until the Contracted Player has been declared fit, whichever occurs first, if such Temporary Disability occurs in the final 18 (eighteen) months of the Contracted Players contract; or

48.1.2 for the remainder of the Contracted Player's contract, limited to a maximum period of 24 (twenty-four) months, or until the Contracted Player has been declared fit, whichever occurs first, if such Temporary Disability occurs before the final 18 (eighteen) months of a Contracted Player's contract.

48.2 For purposes of this clause 48 the monthly salary of a Club Player with a Club Player Contract shall be deemed to be the relevant Match Fee payable to the Club Player in terms of the Club Player Contract entered into between the Province and the Player, multiplied by four.

- 48.3 SARU shall only incur any liability to pay the Provincial Player's Remuneration, on the terms set out in this Agreement, in the event that the Provincial Player's Temporary Disability or Catastrophic injury arises during a Period of Secondment and the Province does not or cannot fulfil its duties to the Provincial Player in terms of this agreement.
- 48.4 For the avoidance of doubt the exclusions referred to in clause 48.8 below will only be applicable after:
- 48.4.1 180 (one hundred and eighty) days from the date of the incident which caused the Temporary Disability in respect of Players contracted at International Franchises; or
- 48.4.2 90 (ninety) days from the date of the incident which caused the Temporary Disability in respect of Players contracted at Domestic Franchises or Non-Franchises.
- 48.5 In addition to clause 48.1 above, each Province agrees to pay to each Contracted Player the Catastrophic Injury Amount, in respect of a Catastrophic Injury incurred by a Contracted Player, after the expiry of the periods as stipulated in clause 48.1 above.
- 48.6 Each Province or SARU agrees to pay to each Contracted Player with a Temporary Disability or Catastrophic Injury who failed to transfer his Collective Commercial Rights to the Players Trust his Monthly Salary as set out below:
- 48.6.1 180 (one hundred and eighty) days from date of the incident which caused the Temporary Disability in respect of a Contracted Player at International Franchises; or
- 48.6.2 90 (ninety) days from date of the incident which caused the Temporary Disability in respect of a Contracted Player at Domestic Franchises or Non-Franchises.

48.7 In the case of Temporary Disability and Catastrophic Injury of a Foreign Based Player, that Player's Remuneration shall be dealt with in terms of Regulation 23 of WR and SARU assumes all obligations imposed on it by Regulation 23.

#### 48.8 General Exclusions

48.8.1 The Monthly Salary as stipulated in clause 48.1 above will not be payable if the injury or illness is in any direct or indirect way caused by, related to, or a result of:

48.8.1.1 any nuclear reaction or nuclear radiation;

48.8.1.2 active participation in war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, military uprising, military or usurped power, martial law, insurrection, rebellion or revolution;

48.8.1.3 active participation in any mutiny, riot or civil commotion that assumes the proportions of or amounts to a popular uprising;

48.8.1.4 any act of terrorism or action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism, even if there are other causes or events that contribute to the claim at any stage. Terrorism means an act, the threat of an act, or any preparation for an act;

48.8.1.5 that may or may not involve violence or the use of force by any person or group (whether they are acting alone or on behalf of or in connection with any organisation, regime or any constitutional or practicing government);

48.8.1.6 that is, or appears to be, intended to intimidate, harm or influence any government, the public, or a section of the public, or to disrupt any segment of the economy; and

48.8.1.7 that from its nature or context is or appears to be done in connection with political, social, religious, ideological or similar causes or objectives.

48.8.2 The Monthly Salary as stipulated in clause 48.1 above will not be payable if the claim is in any direct or indirect way caused by, related to, or a result of:

48.8.2.1 a Contracted Player's attempted suicide or intentional self-inflicted injuries;

48.8.2.2 the influence of alcohol, drugs or narcotics upon the Contracted Player unless administered by a Member of the medical profession (other than himself) or unless prescribed by and taken in accordance with the instructions of a Member of the medical profession (other than himself);

48.8.2.3 the use of any substance in violation of the rules and regulations of WR; and

48.8.2.4 the use of performance enhancing substances, including but not limited to anabolic steroids, stimulants and corticosteroids, even if prescribed by a Member of the medical profession.

48.8.3 Notwithstanding the above the following specific exclusions and limitations will apply:

48.8.3.1 The maximum Salary per Contracted Player per year will be limited to R5,000,000.00 (Five Million Rand);

48.8.3.2 The lifetime maximum/accumulation limit per Contracted Player will be 48 (forty-eight) months;

48.8.3.3 Pre-existing injuries, that are identified when a layer is contracted, will not be covered until the Contracted Player has

completed 400 (four hundred) minutes official Game time (200 (two hundred) minutes official game time for the Sevens format);

48.8.3.4 Permanent Exclusions identified when a player is contracted;

48.8.3.5 The maximum entry age of a Player newly contracted with a Province or SARU is 30 (thirty) years and the maximum age for a Contracted Player to remain eligible to receive the benefits contemplated in this clause is 36 (thirty-six) years.

48.9 The Provinces' or SARU's obligation to pay a Contracted Player as provided in this clause 48 shall recommence afresh in the event that the same injury recurs after the Contracted Player returns from injury after having been declared fit to play by a medical doctor appointed by the Province or SARU.

48.10 It is a condition of any Loan Agreement between Provinces that the Contracted Player will not be in a worse-off financial position should he sustain an injury during the Loan period.

## **49 PENSION FUND**

49.1 All Contracted Players, except for Club Players with a Club Player Contract, shall contribute a minimum of 15% on a total cost-to-company (TCtC) basis to the Pension Fund.

49.2 Contracted Players whose annual Remuneration is below the SARS tax threshold amount shall contribute to the Pension Fund on a voluntary basis.

49.3 Annually, Contracted Players will not contribute more than the maximum tax-deductible amount as determined by SARS, which could be amended from time to time.

49.4 At their election Contracted Players may annually request a voluntary increase or a decrease in their contribution to the Pension Fund (subject to the minimum contribution determined in clause 49.1 and allowed in clause 49.2 and 49.3).

Such request must be conveyed annually to SARU or the Province with which the Player is contracted and to SARPA before the 15<sup>th</sup> of February of each year. Such voluntary increases or decreases in contributions can be made in intervals of 2.5%, in accordance with the relevant Pension Fund rules.

- 49.5 The employer shall deduct the contributions as set out above monthly and pay it over to the Pension Fund, as determined by the Pension Funds Act, 1956 or any other applicable legislation.
- 49.6 Contracted Players that have previously in terms of the rules of the Pension Fund been excluded from making such contributions to the fund will continue to be excluded and no contributions will be made by and for them to the Pension Fund.
- 49.7 The employer must submit completed on boarding documentation prior to the 15<sup>th</sup> of the month in which the Player is contracted to confirm the deduction and payment to the Pension Fund and such deductions will be reflected in the correct manner on the Provinces' or SARU payroll in order to comply with taxation requirements.
- 49.8 Contracted Players, who are not South African citizens, may elect not to contribute to the Pension Fund.

## **50 APPOINTED FINANCIAL ADVISORS**

- 50.1 A financial advisor, who will upon appointment become the Appointed Financial Advisor, will be appointed and contracted by SARPA or a subsidiary or associate company of SARPA and will either be in SARPA's employ or the employ of one of these subsidiaries or associated companies and/or will function as a sub-contractor thereof.
- 50.2 Before appointing the financial advisor, SARPA will submit to SAREO the name of the proposed financial advisor together with any particulars that may be relevant for purposes of SAREO considering the approval contemplated in clause 50.3. This will be done by way of an email to the chairperson and secretary of SAREO.

- 50.3 SAREO will not be entitled to withhold its approval of the appointment of the financial advisor unreasonably. In this regard, it is specifically recorded that such approval will be unreasonably withheld if the financial advisor or its key individual(s) is/are 'fit and proper' for purposes of the Financial Advisors and Intermediaries Act.
- 50.4 SAREO shall inform SARPA of its decision (to approve the appointment of the financial advisor, or not) in writing within 7 (seven) days of receipt of the email referred to in clause 50.2 above.
- 50.5 Should SAREO decide not to approve the financial advisor, it shall submit written reasons for such refusal to SARPA, along with notification of its decision in accordance with clause 50.4 above, within 5 (five) days of receiving the particulars of the financial advisor from SARPA.
- 50.6 SARPA shall comment on the reasons advanced by SAREO within 7 (seven) days after receipt thereof.
- 50.7 Should the Parties not be able to agree on a financial advisor within 14 (fourteen) days of SARPA having been informed of SAREO's decision not to approve the appointment of the financial advisor, a dispute will be deemed to have arisen and either party shall be entitled immediately to submit such dispute for arbitration in terms of clause 61 of the Agreement.
- 50.8 The sole issue to be decided by Arbitration shall be whether SAREO's refusal to approve the appointment of the financial advisor nominated by SARPA was reasonable or not. The evidence presented to the Arbitrator shall be limited to this Agreement and the correspondence between the Parties relating to this dispute. In all other respects and only insofar as it does contradict what is agreed to herein, the provisions relating to arbitration as set out in the Agreement will be adhered to.
- 50.9 Pending the outcome of the arbitration, SARPA may engage the financial advisor subject to a condition that it may terminate the financial advisor's

employment if the outcome of the arbitration is that SAREO's objection to the financial advisor is reasonable.

- 50.10 The unsuccessful party in the Arbitration shall bear the costs of the arbitration.
- 50.11 Subject thereto that the financial advisor continues to meet the requirements of the Financial Advisors and Intermediaries Act and the codes and regulations issued in terms thereof, the financial advisor's appointment shall endure until such time as SARPA terminates his/its appointment. For the appointment of a new financial advisor, the provisions of clauses 50.1 to 50.8 shall again apply.
- 50.12 Should SARPA contemplate terminating the tenure of the financial advisor at any time, and for whatever reason, SARPA shall immediately consult in good faith with SAREO. During the consultation process SARPA shall motivate its reasons and explain its intentions regarding the replacement of the financial advisor. In the event that SAREO, after consultation, disagrees with SARPA's proposal to terminate the financial advisor's tenure, and motivates its disagreement, and SARPA thereafter intends proceeding with the dismissal, SARPA shall immediately provide SAREO with its reasons for overriding SAREO's objection.
- 50.13 Notwithstanding that SAREO may have agreed to the appointment of the financial advisor, SAREO may, after having done so and on reasonable grounds, motivate in writing to SARPA why the appointment / tenure of the financial advisor ought to be terminated. SARPA shall give serious consideration to the motivation of SAREO, and if it disagrees, provide SAREO with written reasons for so disagreeing. Should the Parties not be able to agree on whether the appointment/tenure of the financial advisor ought to be terminated, within 14 (fourteen) days of SAREO having been informed of SARPA's decision not to terminate it, a dispute will be deemed to have arisen and either party shall be entitled immediately to submit such dispute for arbitration in terms of clause 61 of the Agreement. The sole issue to be decided by Arbitration shall be whether the appointment of the financial advisor should be terminated, or not. The evidence presented to the Arbitrator shall be limited to this Agreement and the correspondence between the Parties relating to this

dispute. In all other respects and only insofar as it does contradict what is agreed to herein, the provisions relating to arbitration as set out in the Agreement will be adhered to.

50.14 Pending the outcome of the arbitration, SARPA may continue to engage the financial advisor.

50.15 The financial advisor shall advise the SARPA and SAREO in writing on the Schemes to be nominated for purposes of medical cover and propose a Scheme or Schemes for such purposes and set out the reasons for the desirability of nominating such Schemes. Such advice shall be emailed to both Parties simultaneously.

50.16 Once the financial advisor and the Schemes have been appointed and nominated for purposes of this clause 50, SAREO will only be advised annually in writing (in addition to those instances specifically provided for herein otherwise) if and when there are substantial changes to the terms and conditions of cover in terms of the schemes' benefits.

## **51 GENERAL GROUP INSURANCE COVER**

This section provides for additional group insurance product take-up by Contracted Players. These products will be introduced to provide cover for risks associated to Contracted Players while employed. The cost of any such product to be carried by the Contracted Player on his total cost to company Remuneration. Employers administration, premium payment and the product incorporation at the pay roll function of the employer. Group products availability and development to be confirmed by SARPA or subsidiary or associated company of SARPA. This will include, but not limited to group disability top-up cover for Contracted Players earning more than R 5 million per annum, Career ender cover, Life cover etc. Contracted Player participation in any such products needs to be communicated and confirmed by the Contracted Player or SARPA or subsidiary or associated company of SARPA.

## **52 TRAVEL AND ACCOMMODATION**

- 52.1 A Province or SARU will provide and pay for accommodation and travel required for all Contracted Players performing their Duties under this Agreement.
- 52.2 SARU and the Provinces retain the right, in their sole discretion, to determine the standard of the Contracted Player's accommodation and travel during assembly for training camps, Matches and tours in line with the respective Travel and Accommodation Policies of the Province and SARU.
- 52.3 SARU and the Provinces shall arrange and pay for the cost of comprehensive travel insurance in an amount to be determined within the sole discretion of SARU or the Province to cover the Contracted Player for theft or loss of personal belongings during periods of national and overseas travel.
- 52.4 The Contracted Player is personally responsible and liable for all telephone calls, internet services, room service, personal dry cleaning, or other personal services, made or ordered by the Contracted Player from accommodation arranged by the Province. These costs may be deducted by the Province from the Contracted Player's Remuneration payable to him after providing written details of the deductions to the Contracted Player.
- 52.5 A Province will provide free transport to Contracted Players or refund them the official SARS kilometre rate for the use of their private motor vehicles if Contracted Players are required to play in Matches for the Province at venues more than 50 (fifty) kilometres from their Home Ground.
- 52.6 Provinces will always provide Contracted Players with sufficient sustenance and refreshment when travelling for the Province.

### **53 CONTRACTED PLAYER EDUCATION**

- 53.1 SARU and the Province shall educate Contracted Players on the laws, rules and regulations pertaining to the Game – particularly the by-laws and regulations of WR, SARU's constitution, SARU's code of conduct, regulations, policies and directions of SARU, and also those of the Province – and inform

them of any changes to these from time to time, as and when these changes take place.

53.2 SARU and Province shall also educate the Contracted Players on the laws relating to doping in the Game and advise them of the risks and consequences of doping.

53.3 Each Province shall provide its Contracted Players with at least one compulsory anti-doping education session per year.

#### **54 CONTRACTED PLAYERS' COLLECTIVE COMMERCIAL RIGHTS AND PLAYER ATTRIBUTES**

54.1 It is recorded that the Players Trust and SARU have concluded an agreement (hereinafter "the SARU/Players Trust Agreement") under which SARU has acquired the Players' Collective Commercial Rights for all Contracted Players who have transferred their Players' Collective Commercial Rights to the Players Trust. It is further noted that in terms of the SARU / Players Trust Agreement, the Players Trust has granted to SARU and the Provinces to use of such Players Collective Commercial Rights.

54.2 Should the Players Trust at any time, and for any reason whatsoever, fail to obtain and/or hold the Players' Collective Commercial Rights in respect of any Contracted Player then SARU or the Province to whom the Player is contracted shall for as long as the Players Trust so fails to obtain and/or hold such Players' Collective Commercial Rights, have the right to use the Players' Collective Commercial Rights of the Contracted Player by virtue of this Agreement, and at no cost to the Province and SARU.

54.3 Should a Contracted Player, at any time subsequent to the conclusion of the SARU/Players Trust agreement or this Agreement, transfer to the Players' Trust the right to use his Players' Collective Commercial Rights, then the use thereof shall be made available to SARU and the Province to which the Player is contracted, by virtue of the SARU/Player's Trust Agreement, and not by virtue

of this Agreement, and from the date on which the ContractedPlayer transfers such right to the Players Trust.

## **55 CONTRACTED PLAYERS' USE OF THEIR PLAYER ATTRIBUTES**

55.1 Players shall not, whilst contracted to SARU or a Province, and without the prior written consent of SARU or the Province –

55.1.1 conclude any agreement, or make any arrangement concerning:

55.1.2 any Appearances; or

55.1.3 the use of their Player Attributes for the purpose of endorsing, promoting and/or marketing any party;

55.1.4 communicate with, or write for, the media;

55.1.5 be involved in a radio or television broadcast; or

55.1.6 enter into any agreement relating to the internet.

55.2 Should a Contracted Player wish to obtain SARU or his Province's consent as contemplated in clause 55.1 the Contracted Player shall address a written request to SARU or his Province. SARU or the Province shall respond in writing within (three) working days of receiving the request and shall either grant or deny the request. Should the SARU or the Province deny the request, it shall provide the Contracted Player with brief reasons for such denial.

55.3 If SARU or Province fails to respond within the time period contemplated in clause 55.2 above, SARU or the Province shall be deemed to have granted the request.

55.4 SARU or a Province may not withhold the consent contemplated in clause 55.2 unless the Agreement or arrangement referred to in clause 55.1 –

- 55.4.1 relates to products or services directly competitive with those of SARU or the Province and / or its Sponsors or Suppliers;
- 55.4.2 involves the disclosure of Confidential Information or is prejudicial to the interests of the Province, SARU, WR or the Game; or
- 55.4.3 tends to bring the Game and/or the Province into disrepute.
- 55.5 When participating in any Appearance after having obtained SARU or a Province's consent, a Contracted Player may not, unless the SARU or Province has expressly given such consent in writing, appear in the Province's or SARU's jersey, Apparel or colours or generally use or apply the Provinces' or SARU's Intellectual Property.
- 55.6 Notwithstanding anything to the contrary in this Agreement, if an existing agreement, other than an agreement contemplated in clause 55, between a Contracted Player and a third party concerning any matter set out in clause 55.1 of this Agreement and relating to products or services competitive with those of SARU or his Province, or one or more of SARU or the Province's Sponsors, terminates during the term of his agreement with SARU or the Province, the SARU or the Province's Sponsor shall have the first option of entering into an agreement with the Contracted Player on at least similar terms to those offered by such third party. Should the Sponsor elect not to exercise the option the Contracted Player shall be entitled to renew the Agreement with the third party.
- 55.7 An "existing agreement" for the purposes of clause 55.6 means an agreement in existence when the Player concluded his Player Contract with SARU or the Province.
- 55.8 SARU and Provinces shall keep written records of the number of Commercial Appearances and Non-Commercial Appearances made by the Contracted Players and of the time, duration and type of each Commercial Appearance, and provide SARPA with a copy of these records whenever requested to do so by SARPA.

55.9 Multiple Appearances made simultaneously on a digital platform or various platforms will be regarded as a single Appearance provided that the three hour time limit is not exceeded.

## **56 MISCONDUCT AND DISCIPLINARY PROCEDURE**

56.1 Contracted Players shall conduct themselves consistently with their status as professional rugby Contracted Players and in accordance with the disciplinary rules and regulations applicable to them. These rules include those of the Province and SARU.

56.2 If the Contracted Player is guilty of any misconduct, whether on or away from the field of play, during the term of his Player Contract, SARU or the Province, as the case may be, shall be responsible for disciplining the Contracted Player.

56.3 SARU and/or the Province will have the right to discipline a Contracted Player seconded to them for any misconduct, whether on or away from the field of play. The Contracted Player herewith agrees to subject himself to the disciplinary code of SARU, attached hereto (schedule 15), or the Province (schedule 14), as the case may be and/or including any penalty or sanction imposed against him, provided that the disciplinary action would not unreasonably interfere with the Player Contract of the Contracted Player. Notwithstanding the aforementioned, SARU or the Province may refer the misconduct complaint against the Contracted Player seconded to them to be dealt with by the employer.

56.4 The Contracted Player is entitled to legal representation at any disciplinary inquiry conducted under the provisions of this Agreement.

56.5 The Contracted Player shall further refrain from actions or lack of actions which constitute misconduct under the Disciplinary Regulations of WR, SARU and the Province. Should the Contracted Player be guilty of misconduct as construed therein, disciplinary action with the appropriate sanction provided for in the aforementioned Regulations shall be enforceable on the Contracted Player.

56.6 In the event that the Contracted Player is suspended from playing Matches for whatever reason, the Contracted Player shall be obliged to do other duties such as, but not limited to, coaching clinics, Appearances, etc as may be directed by the Province.

## **57 LEGAL REPRESENTATION**

57.1 It is recorded that SARU, SAREO and SARPA are committed to ensuring that the Contracted Player is allowed prompt access to legal representation at citing proceedings during local and overseas Matches played by the Contracted Player. To this end, SARU, SAREO and SARPA have agreed to use their best efforts to ensure that the Contracted Player can be legally represented.

57.2 SARU, SAREO and SARPA will, on an annual basis, agree on –

57.2.1 a panel of legal practitioners, who are skilled and experienced in disciplinary hearings, to represent the Contracted Players; and

57.2.2 the Parties will agree on the process of admitting new legal practitioners to the for such legal practitioners to be on standby to represent Contracted Players whenever a citing occurs, and legal representation is required.

57.3 The costs of local and overseas legal representation related to Contracted Players who represented national teams will be shared equally between SARPA and SARU and the costs applicable to Contracted Players who represented provincial teams will be shared equally between SARPA and the relevant Province.

## **58 ANNUAL LEAVE**

58.1 Contracted Players shall be entitled to 24 (twenty-four) working days' leave in respect of each 12 (twelve) month contract, which leave may be taken during the applicable Player Contract, but subject to clause 58.3 and 58.4 below.

- 58.2 Players contracted on contracts for less than 12 (twelve) months shall be entitled to pro-rata leave of 2 (two) days for each month of their Player Contract.
- 58.3 Taking into account the scheduling of SARU Competitions, the Provinces shall endeavour to grant leave at such times that will promote Player rest and general welfare.
- 58.4 Contracted Players must be granted a minimum of 15 (fifteen) working days' consecutive leave at least once during each 12 (twelve) month contract.

## **59 FAMILY RESPONSIBILITY LEAVE**

- 59.1 Contracted Players shall be entitled to a minimum of 3 (three) days paid leave per year in accordance with section 27 of the Basic Conditions of Employment Act, Act 75 of 1997, as amended.
- 59.2 In appropriate circumstances, a Province may – on grounds of compassion – grant a Contracted Player additional family responsibility leave.

## **60 SICK LEAVE**

- 60.1 Contracted Players shall be entitled to paid sick leave in accordance with the provisions of the Basic Conditions of Employment Act 75 of 1997 or any other legislation regulating leave at the relevant time.
- 60.2 It is recorded that the Basic Conditions of Employment Act entitles Contracted Players, for the first 6 (six) months of their employment with a Province, to one day paid sick leave for every 26 (twenty-six) days they are contracted by a Province, and thereafter, in respect of each period of 36 (thirty-six) months' that they are contracted with a Province (calculated from the commencement of their employment), to an amount of paid sick leave equal to the number of days they would normally be available to play or train during a period of 6 (six) weeks.
- 60.3 It is further recorded that the Act entitles a Province to refuse to pay a Contracted Player for sick leave where the Contracted Player has been absent

for more than 2 (two) consecutive days, or on more than 2 (two) occasions, during an 8 (eight) week period, without providing a medical certificate confirming any sickness or incapacity causing his absence.

## **61 DISPUTE RESOLUTION**

- 61.1 Any dispute between the Parties to this Agreement, or between a Province / SARU and a Contracted Player (hereinafter "the Parties") involving the interpretation, application or implementation of this Agreement, or of a Player Contract, shall unless otherwise resolved amongst the disputing Parties, be referred to and determined by final and binding arbitration in accordance with the following process:
- 61.2 Any Party may at any time give notice to the other Party of the fact that a dispute has arisen and demand in such notice that the dispute be determined by way of arbitration and such arbitration proceedings must take place within 14 (fourteen) days of such notice having been given.
- 61.3 The dispute shall be referred to a Senior Counsel practising at the Cape Bar, agreed to by the Parties or, failing agreement within 2 (two) days of the notice in clause 61.2, by such Senior Counsel as may be appointed by the Chairperson of the Cape Bar for such purpose.
- 61.4 Any Party may, at the expiration of the two days of the notice in clause 61.3 and in the event that the Parties have failed to reach agreement on the arbitrator, approach the Chairperson of the Cape Bar and request such appointment in writing and include the other Parties in such request.
- 61.5 The Parties agree that such dispute body or arbitrator agreed to by the Parties may give such directions as to the conduct of the proceedings as may be necessary to fairly facilitate the expeditious resolution of the dispute. The Parties agree that either dispute mechanism referred to above shall be heard at such venue as the Parties may agree to in writing.

- 61.6 The Parties to the Arbitration shall bear the costs thereof in equal shares unless the Arbitrator directs otherwise on the grounds of justice and fairness.
- 61.7 The Parties to the arbitration will be entitled to legal representation. A Contracted Player will further be entitled to be represented by an Official(s) of SARPA.
- 61.8 The provisions of this clause 61 will not prevent either of the Parties from approaching a court of law to obtain urgent interim relief by way of an interdict.
- 61.9 It is agreed that any alleged breach relating the failure of SARU or a Province to pay a Contracted Player his Remuneration, or any dispute relating to the reasonableness of SARU or a Province's refusal to issue any consents referred to hereinabove, will be regarded as urgent in nature and the time period in which the arbitration will take place will be reduced to 7 (seven) days of such notice been given.
- 61.10 The provisions of this clause shall be binding on the Parties notwithstanding the termination of this Agreement.

## **62 JOINT COMMITTEE ON CONTRACTED PLAYERS' SAFETY AND WELFARE**

- 62.1 The Parties shall establish a Joint Committee on Players' Safety and Welfare ("the Committee") for the purpose of discussing Contracted Players' safety and welfare aspects of playing equipment, playing surfaces, stadium facilities, playing rules, travelling itineraries, playing schedules and other relevant subjects. The Committee shall consist of 6 (six) representatives two each of SARPA, SARU and SAREO.
- 62.2 The Committee shall meet at least twice a year, on a time and date agreed to by the Parties, but additional meetings may be arranged from time to time by agreement and on an Ad-Hoc basis to consider urgent matters dealing with the safety and welfare of the Contracted Players.

62.3 The Committee shall not have the power to commit or bind any of the Parties on any issue, but any recommendation/s made by this Committee shall be given serious and thorough consideration by all the Parties.

**63 PROTECTION OF PERSONAL INFORMATION**

63.1 The Parties agree that it will be an employment requirement for a Contracted Player to provide the necessary consent to the Province and/or SARU to process his/her personal information in as far as it is reasonably necessary for the Province and/or SARU to manage and conduct its day-to-day operations (excluding any of its commercial activities/operations and/or commercial program pertaining to the use of the Contracted Players Collective Commercial Rights, as such consent is dealt with in terms of clause 54 hereof).

64.2 In the event of any conflict or discrepancy between the provisions of this Agreement and a Province and/or SARU's policy relating to the processing of a Contracted Player's personal information (as contemplated in clause 63.1 above), the provisions of this Agreement shall prevail.

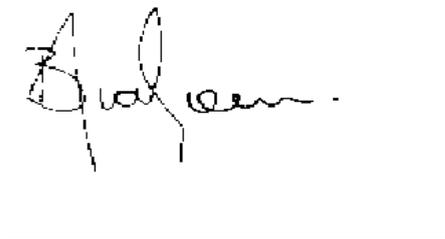
DATED at ...JOHANNESBURG..... on ...12.NOVEMBER 2021.....



For and on behalf of SAREO

**RUDOLF STRAEULI**

(Print Name and Surname)

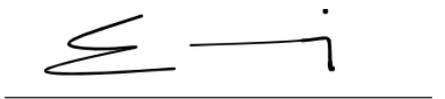


AS WITNESS FOR SAREO

**BAREND VAN GRAAN**

(Print Name and Surname)

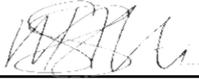
DATED at ...Bellville..... on ...12 November 2021.....



**EUGENE HENNING**

For and on behalf of SARPA

(Print Name and Surname)



**MANDISI TSHONTI**

AS WITNESS for SARPA

(Print Name and Surname)

DATED at CAPE TOWN .....on 12 NOVEMBER 2021 .....



**JURIE ROUX**

For and on behalf of SARU

(Print Name and Surname)



**CHRISTO FERREIRA**

AS WITNESS FOR SARU

(Print Name and Surname)

**SCHEDULE 1**

**SEVENS NATIONAL PLAYER CONTRACT**



**AGREEMENT**

entered into by and between

**SOUTH AFRICAN RUGBY UNION**

**("SARU")**

and

**("the PLAYER")**

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## 1. PARTIES

The Parties to this Agreement are:

1.1 **SARU**; and

1.2 The **PLAYER** (See full description in **Schedule I**)

## 2. PREAMBLE

2.1 SARU is contracting the PLAYER as its employee to render services as a professional rugby player to SARU. The PLAYER may during the term of this Agreement, request SARU to second the PLAYER's rugby playing services for the period of the Currie Cup competition to a Province to enable the PLAYER to take part in the Currie Cup competition. SARU shall respond to the request in writing within 7 (seven) days of receipt thereof by granting or refusing such request.

2.2 It will be in the sole and exclusive discretion of SARU whether or not to agree to second the PLAYER's rugby playing services to a Province.

2.3 In the event that SARU refuses to second the PLAYER's rugby playing services, SARU will be under no obligation to provide reasons for its refusal.

2.4 If the PLAYER's request is granted, SARU shall in its sole and exclusive discretion determine the Period of Secondment of the PLAYER's rugby playing services and all other terms and conditions that the secondment will be subject to.

2.5 One such condition, although not limited thereto, shall be that during the Period of Secondment, the PLAYER's obligations towards SARU as set out in clause 6 will be suspended and during such period the PLAYER will owe such obligations to the Province and he will perform such obligations for the Province.

### 3. DEFINITIONS

In this Agreement, unless inconsistent with or otherwise indicated by the context, the following words and expressions shall, wherever they appear in this Agreement, bear the following meanings:

3.1 "**Appearance**" means a personal promotional appearance performed by the PLAYER for an Authorised Sponsor and/or for SARU Promotional Activities including, but not limited to, any guest appearance, media appearance or interview and any appearance at an official function, signing session, photo or film shoot or recording session;

3.2 "**Authorised Sponsor**" means a sponsor or supplier of SARU;

3.3 "**the/this Agreement**" means this Agreement and all its Schedules;

3.4 "**Clearance**" bears the meaning assigned to it in World Rugby Regulation 4.6.1, namely:

*"The written consent (in the standard form) authorizing a Player to participate in the Game in a New Union at the request of such New Union and signed by:*

*(a) the Player's Current Union;*

*(b) the Union for whom the player plays International Matches where such Player has represented that Union in a Match covered by Regulation 8.3 or 8.4";*

3.5 "**CEO**" means the Chief Executive Officer of SARU;

3.6 "**Confidential Information**" means any information in respect of SARU's coaching methods, team drills and playing strategies and other playing information;

- 3.7 **"Date of Signature"** means the date on which this Agreement is signed by the Party signing it last;
- 3.8 **"Duties"** means the duties to be performed by the Player as more fully set out in clause 6 hereof;
- 3.9 **"Footprint Assessment Data System"** means the computer software program utilised by SARU to capture all the PLAYER's personal data which can be used to evaluate and measure his performance against specific criteria and provide regular feedback in respect thereof;
- 3.10 **"Footwear"** means rugby boots, running shoes, trainers and casual shoes;
- 3.11 **"Game"** means rugby played in accordance with the Laws of the Game;
- 3.12 **"Head Coach"** means the rugby coach appointed by SARU from time to time as coach of the Springbok 7's;
- 3.13 **"Intellectual Property"** means all or any of the following, which belong to SARU as the case may be:
- 3.13.1 trademarks;
  - 3.13.2 trade names;
  - 3.13.3 copyright in any written material, plans, designs or other work;
  - 3.13.4 goodwill existing now or in the future in relation to the use of the trademarks, trade names or activities;
  - 3.13.5 logos, trophies, mascots and/or any other designs or marks now registered or used or developed in the future in relation to SARU and competitions under the auspices of SARU;
- 3.14 **"International Match"** means any Match involving the Springbok 7's;

- 3.15 **"Match"** means any rugby sevens match played by under the auspices of SARU and/or World Rugby, including without limiting the generality of a foregoing, any other sevens match the PLAYER may participate in from time to time with the prior written permission of SARU;
- 3.16 **"National Team Management"** means the management and coaching team appointed by SARU to coach and manage the Springbok 7's;
- 3.17 **"National Team Selection Committee"** means the Head Coach and two selectors appointed by SARU;
- 3.18 **"Parties"** means the PLAYER and SARU;
- 3.19 **"Period of Secondment"** means the period during which SARU will make the PLAYER available to the Province as contemplated in this Agreement;
- 3.20 **"Player"** means the Party referred to in **Schedule I** hereto;
- 3.21 **"Players"** means the Springbok 7's rugby players;
- 3.22 **"Player Attributes"** means the rights which the Players each own and enjoy in respect of their persons, personalities and/or public profiles including, but not limited to their names, images, likenesses, signatures, voices, reputations and biographical information in a Team Context;
- 3.23 **"Player Commercial Rights"** means the Player Attributes and Appearances by Players in a Team Context;
- 3.24 **"Players' Trust"** means The South African Sevens Rugby Team Trust IT2666/2009 established by SARPA for the purpose of dealing collectively with Player Commercial Rights;
- 3.25 **"Promotional Activities"** means those activities undertaken by the Authorised Sponsors and/or SARU, jointly or individually, and/or those activities undertaken

by the Authorised Sponsors strictly to market and promote the Springbok 7's and/or SARU and the association of the products, brands or services of the Authorised Sponsors with the Springbok 7's and/or SARU as the case may be;

- 3.26 **"Protective Gear"** means rugby protective playing gear including but not limited to headgear, shoulder padded vests, arm protectors, gum guards and gloves;
- 3.27 **"Province"** means a provincial union as defined as "members" of SARU in the SARU's constitution (and includes the company or other entity conducting and responsible for such provincial union's commercial activities and its professional rugby business);
- 3.28 **"SARU"** means the South African Rugby Union, an incorporated association of persons with perpetual succession and juristic personality, the national controlling body and custodian of rugby in South Africa;
- 3.29 **"SARU Competitions"** means any rugby competitions, matches and/or series of matches conducted by or in conjunction with or under the auspices and/or sanction of SARU, including without limiting the generality of the foregoing, national and/or international matches, tournaments and/or tours agreed to and under the auspices of World Rugby;
- 3.30 **"SARPA"** means the South African Rugby Players Association;
- 3.31 **"Springbok 7's"** means the senior national sevens team selected to represent South Africa;
- 3.32 **"Springbok 7's Squad"** means the group of players invited as a training squad from which the Springbok 7's Match-day Squad shall be selected;
- 3.33 **"Springbok 7's Match-day Squad"** means the match-day 12 (twelve) players selected from the Springbok 7's Squad;

- 3.34 “**Springbok 7’s Match**” refers to a Match in which the Springbok 7’s are involved;
- 3.35 “**Substantive Agreement**” refers to the agreement entered into between SARU and SARPA regulating their relationship and setting out the agreed terms and conditions of employment of the Springbok 7’s with annexures thereto, as agreed to from time to time;
- 3.36 “**Team Capacity**” means one or more Players dressed in clothing depicting the Intellectual Property of SARU (being trademarks, logo’s, emblems and team uniforms of SARU or the Springbok 7’s);
- 3.37 “**Team Context**” means a context in which (a) the Appearances are performed in a Team Capacity; and/or (b) the Player Attributes are used with Players dressed in clothing depicting the Intellectual Property of SARU (being the trademarks, logo’s, emblems and team uniforms of SARU or the Springbok 7’s) and in a group of 3 (three) or more Players;
- 3.38 “**World Rugby**” means the International controlling body of Rugby Union previously known as the IRB;
- 3A. Any reference to the singular includes the plural and *vice versa*.
- 3B. Any reference to natural persons includes legal persons and *vice versa*, except for the term player, which can only be a natural person.
- 3C. The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 3D. Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 3E. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a

substantive clause in the body of this Agreement, notwithstanding that it is only contained in the interpretation clause.

- 3F. If any period is referred to in this Agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or Public Holiday, in which case the last day shall be the next succeeding day not being a Saturday, Sunday or Public Holiday.
- 3G. Any terms, words or expressions not specifically defined herein will bear the meaning assigned to them in terms of SARU's Regulations or World Rugby's Regulations, if such terms, words or expression is defined therein.
- 3H. This Agreement shall be governed by and construed and interpreted in accordance with South African Law.

#### **4. EMPLOYMENT BY SARU**

- 4.1 SARU agrees to employ the PLAYER and the PLAYER agrees to be so employed by SARU for the period and on the terms and conditions set out in this Agreement.
- 4.2 SARU shall be solely responsible for ensuring that all statutory obligations arising as a result of the employment of the PLAYER by SARU under this Agreement are complied with.
- 4.3 The commencement and termination dates of this Agreement are as set out in clause 2 of **Schedule II**.
- 4.4 This Agreement is subject to the PLAYER passing medical and fitness examinations prescribed by SARU. SARU shall conduct the examination no later than 1 (one) month after the Date of Signature, failing which this condition shall be deemed as having been fulfilled upon the expiration of such period. In the event that the PLAYER fails to pass the aforementioned medical and fitness examinations within the aforesated period, this contract shall be void *ab initio*.

4.5 The CEO is the only person mandated by SARU to sign and/or to terminate and/or to vary the terms of this Agreement and he shall do so in writing. No person other than the CEO of SARU may negotiate a variation of the terms of this Agreement or the renewal of this Agreement with the PLAYER. Any expectation of a renewal or variation of the terms of this Agreement created by any other person than the CEO shall be of no force and effect.

4.6 This Agreement is for a fixed-term and expires automatically on the termination date. The PLAYER acknowledges that on the date of his signing of this Agreement he has no expectation that the Agreement will be renewed.

4.7 SARU shall no later than 1 July in the year of termination of the Agreement inform the PLAYER in writing whether:

4.7.1 SARU intends offering him another contract on the expiration of this Agreement; or

4.7.2 SARU intends not to offer him another contract on the expiration of this Agreement.

## 5. REPRESENTATIONS BY THE PLAYER

By entering into this Agreement, the PLAYER represents that-

5.1 he is able to perform his obligations in terms of this Agreement;

5.2 he has satisfied the eligibility criteria as per World Rugby Schedule 2 of Regulation 8;

5.3 to the best of his knowledge **Schedule III** is an accurate and complete reflection of his physical condition and health.

The PLAYER authorises SARU to-

5.4 disclose the contents of **Schedule III** to the appointed medical and/or fitness practitioner for the purposes of the medical and fitness examinations referred to in 4.4.

5.5 contact the medical practitioner referred to in **Schedule III** for the purpose of verifying the medical and physical condition of the PLAYER and to obtain whatever medical information and/or documentation SARU may require about the PLAYER.

## 6. DUTIES OF THE PLAYER

6.1 The PLAYER agrees to perform all duties and responsibilities to SARU as the case may be, including but not limited to –

6.1.1 acquaint himself with and abide by the Laws of the Game and changes thereto;

6.1.2 play the Game to the best of his ability and skill in accordance with the Laws of the Game;

6.1.3 observe and abide by all reasonable instructions and directions of SARU, the Head Coach and members of the National Team Management;

6.1.4 maintain appropriate levels of fitness and skill as discussed and agreed to;

6.1.5 be available to participate in the competitions under the auspices of SARU and World Rugby to which he is selected;

6.1.6 comply with any reasonable request by SARU to participate in SARU's activities including but not limited to –

(a) training sessions and/or training camps;

- (b) team and squad meetings;
- 6.1.7 fully update his personal profile on the Footprint Assessment Data System within 14 (fourteen) days from being requested by SARU to do so;
- 6.1.8 accept, abide by and comply with the By-Laws and Regulations of World Rugby, SARU's Constitution, SARU's Code of Conduct, Regulations, policies and directions of SARU.;
- 6.1.9 conduct himself at all times, both on and off the playing field, in accordance with his status as a professional rugby player and should he fail to adhere to this, his conduct will be dealt with in terms of the Disciplinary Code as set out in the Substantive Agreement.
- 6.1.10 honour and abide by any agreement concluded between SARU and the Players' Trust relating to the use of the Players' Commercial Rights in a Team Context. In the event that no agreement or arrangement in this regard is entered into between the PLAYER and the Trust before or during the duration of this Agreement, the PLAYER shall grant the unlimited use of his Player Commercial Rights to SARU.
- 6.1.11 shall not agree to or participate in any rugby match not under the auspices of SARU, unless SARU's prior written consent is requested from the General Manager of the Rugby Department at [CharlesW@sarugby.co.za](mailto:CharlesW@sarugby.co.za) and such prior written permission is granted and all the requirements of Regulation 23 of World Rugby dealing with injury insurance has been complied with.
- 6.1.12 abide by and comply with the Springbok 7's Squad protocol as agreed to amongst the Springbok 7's and their management from time to time, which protocol will, *inter alia*, determine and regulate any interaction with player agents and other persons during any Springbok 7's Squad assembly.

6.1.13 for any absence from training sessions, training camps, team and squad meetings or for any leave, annual or otherwise, complete and submit the prescribed SA Rugby leave form providing all the information requested in the leave form. The PLAYER may not be absent without approved leave and without recording his absence on a SA Rugby leave form.

6.1.14 The PLAYER, his agent and any other party acting on his behalf shall not be allowed during the term of this Agreement to enter into discussions and/or negotiations with an overseas rugby club ("Club") or agent to make the PLAYER's rugby playing services available to such Club during or upon the expiration of this Agreement, unless the PLAYER requests and obtains SARU's prior written consent hereinafter referred to as "The Consent") to enter into such discussions and/or negotiations, which consent may not be unreasonably<sup>1</sup> withheld.

6.1.15 For purposes of clause 6.1.14:

(i) When the PLAYER, his agent and any other party acting on his behalf is approached by any Club or any person acting on its behalf with a request to enter into contract negotiations, the PLAYER, his agent or other party acting on his behalf, will notify SARU of the approach, irrespective whether he intends to pursue such negotiations or not. Should the PLAYER wish to pursue such negotiations, he will request from SARU its consent in writing to proceed with such negotiations;

(ii) The above notice and/or request shall be addressed to the General Manager: Rugby of SARU by email and the

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<sup>1</sup>It is recorded that the motivation for the consent is to ensure that the negotiations that the PLAYER intends embarking upon do not interfere with the PLAYER's rugby playing duties and/or with the team spirit and environment within the Springbok 7's Team set-up and allows SARU an opportunity to evaluate the PLAYER's request and future within the Springbok 7's Team

transmission of such notice and/or request shall be proven by a delivery receipt thereof to the email address CharlesW@sarugby.co.za.

- (iii) The notice shall include the name of the Club which approached the PLAYER and the person or entity who represented such Club;
- (iv) SARU shall not withhold the consent unreasonably and shall respond to the request in writing within 5 (five) days of receipt thereof by granting or refusing such request;
- (v) In the absence of a response or providing of the reasons for refusal as provided in (vi) below, within this period, it will be deemed that the consent has been granted;
- (vi) In the event that the consent is refused, SARU shall provide full and comprehensive reasons for such refusal in writing to the PLAYER along with the written notice of refusal thereof;
- vii) In the event that the PLAYER disputes the reasonableness of the refusal of the consent, the dispute over whether the refusal is reasonable or not will be dealt with by arbitration in accordance with the procedure set out for the handling of Disputes in the Substantive Agreement and such arbitration proceedings must take place and be finalised within 14 (fourteen) days of such notice having been given.

6.1.16 In the event that SARU granted the consent or the dispute is decided in favour of the PLAYER, then the PLAYER may proceed with the discussions and/or negotiations with the Club or person who approached him.

6.1.17 If the PLAYER, his agent and any other party acting on his behalf as a consequence of the aforementioned discussions and/or negotiations

receives an offer from a Club and the PLAYER is willing to accept the offer, he shall provide SARU with a copy thereof prior to accepting same, in order to allow SARU an opportunity to negotiate with the PLAYER a new contract for a further term. Should SARU and the PLAYER fail to reach agreement within a period of 14 (fourteen) days from the date when SARU is provided with the copy of the Club's offer, then the PLAYER will be free to conclude the contract with the Club.

6.1.18 A breach of any of the above by the PLAYER, his agent or other party duly representing him, may result in disciplinary action being taken against the PLAYER and may result in termination of this Agreement. It may also result in SARU refusing to issue a Clearance.

## **7. REMUNERATION**

As consideration for the services provided by the PLAYER to SARU under this Agreement, SARU will remunerate the PLAYER in accordance with **Schedule II**.

## **8. MEDICAL AID REQUIREMENTS AND BENEFITS**

8.1 It is acknowledged that comprehensive medical aid cover by a scheme considered by the appointed financial advisors of SARPA as appropriate for the circumstances of a professional rugby player is an employment requirement set by SARU and save as set out in clause 8.5, SARU shall not be responsible for any medical expenses of the PLAYER.

8.2 The PLAYER shall be a member of a medical scheme as provided for in 8.1 above providing him with comprehensive medical cover including sufficient day to day benefits. Full details of the scheme are/will be confirmed in the "Onboarding" Document provided as per **Schedule IV** or by no later than 14 (fourteen) days after the commencement of this Agreement.

8.3 The PLAYER will be responsible for the cost of the medical aid cover recommended in terms of clause 8.1, unless otherwise agreed to between SARU and the PLAYER in writing.

- 8.4 During periods of overseas travel, SARU shall arrange and pay for the costs of comprehensive medical insurance, to cover the PLAYER for medical expenses related to rugby injuries and injuries not covered under the medical aid scheme referred to in this clause.
- 8.5 Should the PLAYER have exhausted his medical aid benefits as a direct result of performing his duties under this Agreement and be liable for a shortfall in terms of his medical aid benefits, SARU shall carry the costs thereof, upon written proof that the benefits have been exhausted as a direct result of the PLAYER's injuries incurred in performing his duties.

## **9. SELECTION**

- 9.1 The selection of a PLAYER for the Springbok 7's shall be done by the National Team Selection Committee.
- 9.2 The conclusion of this Agreement with the PLAYER shall not guarantee the PLAYER selection to the Springbok 7's, and the National Team Selection Committee, in accordance with 9.1 above, shall have the sole discretion in respect of such selections and its decision in this regard will be final and binding.

## **10. PHYSICAL CONDITION AND FITNESS**

- 10.1 During the duration of this Agreement, the PLAYER must –
- 10.1.1 keep himself in good physical condition and fitness as prescribed and regulated by SARU;
  - 10.1.2 as soon as he becomes aware of any illness, disability, injury or other condition that might affect his physical condition or performance, disclose it to the team doctor of the Springbok 7's. Failure to do so could result in disciplinary action being taken against the PLAYER depending on the applicable circumstances;

- 10.1.3 attend and participate in any physical or fitness examination required by SARU;
- 10.1.4 undergo any necessary medical treatment prescribed by a registered medical practitioner approved by SARU concerning any illness, disability, injury or other condition affecting his ability to play rugby;
- 10.1.5 before undergoing any such medical treatment, the PLAYER has the right to obtain a second opinion from a medical specialist (hereinafter 'the second medical opinion'). In the event that the second medical opinion differs from the first medical opinion both opinions shall be referred to the South African Sports Medicine Association for a further independent opinion, which opinion shall be final and binding on the Parties;
- 10.1.6 comply with reasonable instructions by the Springbok 7's doctor and/or dietician and/or fitness coach, concerning dietary and other related programs;
- 10.1.7 refrain from participating in any hobby or sport which would ordinarily be regarded as highly dangerous or which involves a significant risk of personal injury such as rock-climbing, bungee jumping, skydiving, water skiing, jet-skiing, white water rafting, skateboarding, hang-gliding, quad-biking and motor-racing. Failure to disclose such activities prior to the intended engagement therein may lead to disciplinary action against the PLAYER and could lead to the termination of this Agreement; and
- 10.1.8 not engage in any use of a substance or practices which contravene the Anti-Doping Regulations of either SARU or World Rugby, as dealt with in the Substantive Agreement.

## **11. OTHER EMPLOYMENT AND/OR STUDIES**

- 11.1 The PLAYER declares that he is not employed in any other capacity whatsoever, or involved in any occupation or business, or involved in studies at an educational institution other than mentioned in **Schedule V**.
- 11.2 Should the PLAYER during the term of this Agreement wish to take up any other employment, occupation, business, or any studies at an educational institution he shall notify the HR Department of SARU thereof and simultaneously in writing request permission therefor from SARU at least 14 (fourteen) days before engaging in such activity. The Player shall only engage therein in the event that SARU grants him the written permission so requested.
- 11.3 Subject to the provisions of clause 11.4 SARU shall within 14 (fourteen) days of receipt of the clause 11.2 request either grant or withhold its consent, in writing.
- 11.4 SARU shall not be entitled to withhold its consent unless such employment, occupation, business or studies could prevent the PLAYER to meet any one of his obligations under clause 6 of this Agreement.
- 11.5 If SARU does not respond within the time period contemplated in clause 11.3 the PLAYER's request will be deemed to have been granted.
- 11.6 Should it become evident that after commencement of such employment, occupation, business or studies, it prevents the PLAYER from fulfilling his obligations under clause 6 of this Agreement, the PLAYER shall upon written notification by SARU immediately take the necessary steps to rectify the situation.

## **12. INJURY BENEFIT**

Any incidence of Temporary Disability and/or Catastrophic Injury to the PLAYER, will be subject to and will be dealt with in accordance with the provisions of the South African Rugby Industry Collective Agreement.

### **13. ANNUAL LEAVE**

- 13.1 The PLAYER shall be entitled to 24 (twenty-four) working days leave during each 12 (twelve) month period of this Agreement. Leave shall be taken as provided in this Agreement.
- 13.2 The PLAYER must take at least 14 (fourteen) consecutive days leave after the World Sevens Series ends (provided the PLAYER participated in the World Sevens Series), which will serve as his annual compulsory period of rest. During this period, the PLAYER must still comply with the provisions of clause 10.1.

### **14. FAMILY RESPONSIBILITY LEAVE**

The PLAYER shall be entitled to a minimum of 3 (three) days paid leave per year in accordance with section 27 of the Basic Conditions of Employment Act, Act 75 of 1997, as amended for the purposes of Family Responsibility.

### **15. TRAVEL AND ACCOMMODATION**

- 15.1 SARU will provide and pay for accommodation and travel required for the PLAYER to perform his duties in terms of this Agreement.
- 15.2 SARU retains the right, in its sole discretion, to determine the standard of the PLAYER's accommodation and travel during assembly for training camps, Matches and tours in line with the respective Travel and Accommodation Policies of SARU.
- 15.3 SARU shall arrange and pay for the cost of comprehensive travel insurance in an amount to be determined within the sole discretion of SARU to cover the PLAYER for theft or loss of personal belongings during periods of national and overseas travel.
- 15.4 The PLAYER is personally liable and responsible for all telephone calls, internet services, room service, personal dry cleaning or other personal services made

or ordered by the PLAYER from accommodation arranged by SARU. These costs may be deducted by SARU from the PLAYER's remuneration payable to him in terms of this Agreement after providing written details of the deductions to the PLAYER.

## **16. PLAYER'S COMMERCIAL RIGHTS**

- 16.1 SARU has entered into an agreement with the Players' Trust to utilise the Players' Commercial Rights to the benefit of SARU and its sponsors and suppliers and the PLAYER shall abide by the relevant provisions of any commercial agreement or protocol concluded between SARU and the Players' Trust. The PLAYER warrants that he has granted the Players' Trust the right to use, and to authorise third parties to use, his Player Commercial Rights.
- 16.2 SARU will provide the PLAYER with the official clothing and accessories (if any) in terms of the agreements entered into with Authorised Sponsors.
- 16.3 Whilst performing his services for SARU, the PLAYER shall be entitled to wear Footwear of his choice while training or playing matches and to receive endorsement fees or other payments for this. The PLAYER will, however, be required to wear running shoes provided by the Authorised Sponsor (which at the Date of Signature is Asics) when disembarking from the team bus on Match day at the stadium and when the PLAYER attends an official signing session as part of the Springbok 7's Squad, provided that the PLAYER is wearing his track-suit (as opposed to his formal Springbok 7's clothing).
- 16.4 The PLAYER must wear the official clothing of the Authorised Sponsors when training, playing matches, travelling or appearing in public as a member of the Springbok 7's during and within the scope of his employment while part of the Springbok 7's Squad. For the avoidance of doubt, the PLAYER may not in the mentioned instances wear clothing with logos or brand names which are conflicting with those of the Authorised Sponsors while officially training, playing matches, travelling or appearing in public as a member of the Springbok 7's.

- 16.5 The PLAYER shall not remove, alter or obscure any logos, brand names or identification devices on the official clothing, equipment or accessories provided to the PLAYER by Authorised Sponsors.
- 16.6 The PLAYER shall not display any logos, brand names or identification devices on Protective Gear other than those of the official manufacturer sponsors of SARU, being Asics at the time of the signing of this Agreement.
- 16.7 The PLAYER shall have the right to secure personal endorsements for Protective Gear, whilst complying with clause 16.6 and ensuring that such Protective Gear shall only be black or green in colour. For the avoidance of doubt the green shall be the same colour as the green of the Springbok or Springbok 7's jersey with which the protective gear is used in conjunction with.
- 16.8 The PLAYER shall not display any marks which are not allowed in accordance with Schedule I of Regulation 11 of World Rugby.

## **17. ANTI-DOPING**

- 17.1 It is acknowledged by the Parties that it is fundamentally important for the Game that the Game remains free from doping and the use of prohibited substances and that the provisions of the Substantive Agreement – in addition to World Rugby and SARU's provisions – will regulate the parties' approach to anti-doping.
- 17.2 The PLAYER may not consume any supplement(s) which are not provided by SARU, unless prior written approval for the use thereof has been obtained from the head of the SARU Medical Department.

## **18. GRIEVANCE PROCEDURE**

SARU's procedure for the PLAYER to raise any grievances he may have is regulated by the Substantive Agreement.

## **19. MISCONDUCT AND LEGAL REPRESENTATION**

- 19.1 The PLAYER shall, for the duration of this Agreement, whether by act or omission, not do anything which constitutes a contravention of SARU's Disciplinary Code, as provided for in the Substantive Agreement.
- 19.2 It is recorded that SARU and SARPA are committed to ensuring that the PLAYER is allowed prompt access to legal representation at disciplinary proceedings related to local and overseas Matches played by the PLAYER. In respect of overseas matches, SARU and SARPA have agreed to use their best efforts to ensure that video-conferencing facilities are available so that the PLAYER can be legally represented from South Africa via such facilities.
- 19.3 Should this not be possible SARU in consultation with SARPA will endeavour, but not be obliged, to send a legal practitioner to assist the PLAYER, failing which, a legal practitioner in that country where the hearing is scheduled to take place and who is skilled and experienced in disciplinary hearings, will be mandated to represent the PLAYER.
- 19.4 The costs of such legal representation shall be shared equally between SARU and SARPA.
- 19.5 In the event that the PLAYER is suspended as a result of foul play during a Match, the PLAYER shall be obliged to do other duties such as but not limited to, coaching clinics, appearances etc. as may be directed by SARU.

## **20. DISPUTES**

Any dispute between any of the parties to this Agreement involving the interpretation, application or implementation of this Agreement, or of any employment law, shall unless otherwise resolved amongst the Parties to the dispute, be referred to and determined by final and binding arbitration in terms of the Substantive Agreement.

## **21. PERFORMANCE REVIEW PROCEDURE**

SARU will, in accordance with the Footprint Assessment Data System, assess and review the PLAYER's performance. Such assessment and review will take place in accordance with the Performance Review Procedure set out in the Substantive Agreement.

## **22. TERMINATION BY SARU**

22.1 SARU may terminate this Agreement prematurely on account of the PLAYER's misconduct or incapacity where the PLAYER's misconduct or incapacity is of such nature that it would warrant dismissal under the Labour Relations Act 66 of 1995, as amended.

22.2 In the event that the PLAYER's standard of his services, especially his playing performance as a Springbok 7's rugby player, deteriorates to such an extent that objectively assessed – through the corroboration of the Footprint Assessment data relating to the PLAYER - he no longer conforms to the standards required of a Springbok 7's rugby player in his playing position, and after SARU has duly followed the Performance Review Procedure set out in the Substantive Agreement, SARU will be entitled to terminate this Agreement in accordance with the Code of Good Practice relating to dismissal as set out in the Labour Relations Act 66 of 1995, as amended.

## **23. TERMINATION BY THE PLAYER**

23.1 Subject to clause 23.2, the PLAYER may terminate this Agreement and claim fair compensation if:

23.1.1 SARU fails to pay the PLAYER's remuneration by the due date and remains in default for a period of 5 (five) days of written demand for payment thereof;

23.1.2 SARU breaches a material term of this Agreement and fails to remedy the breach within 10 (ten) working days of receiving written notice to do so;

23.1.3 SARU makes a continued employment relationship impossible.

23.2 Before terminating this Agreement for any reason contemplated in this clause, the PLAYER shall first exhaust the Grievance Procedure set out in the Substantive Agreement.

23.3 The Grievance Procedure will be deemed to be exhausted if the PLAYER takes the steps set out therein and SARU fails to resolve the grievance to the satisfaction of the PLAYER.

#### **24. PROTECTION OF PERSONAL INFORMATION**

The PLAYER hereby agrees that his/her personal information (as defined in the Protection of Personal Information Act 4 of 2013) may be processed by SARU in as far as it is reasonably necessary for SARU to manage and conduct its day-to-day operations (excluding any of its commercial activities/operations and/or commercial program pertaining to the use of MyPlayers Collective Commercial Rights, as such consent is dealt with in terms of clause 54 of the South African Rugby Industry Collective Agreement).

#### **25. WHOLE AGREEMENT**

25.1 This Agreement, read with the Substantive Agreement and the annexures hereto, constitutes the entire agreement between the Parties as to the subject matter hereof and no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.

25.2 The PLAYER acknowledges that prior to the signing of this Agreement he has read and understood and made himself conversant with all the terms and conditions contained in or referred to herein, and that, if required, explanations which may have been called for by him were furnished to him and that he has no objection to signing this Agreement and understands and acknowledges the contents hereof.

**26. VARIATION**

No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorised representatives.

**27. RELAXATION**

No latitude, extension of time or other indulgence which may be given or allowed by either Party in respect of the performance of any obligation hereunder and no delay or forbearance in the enforcement of any right by either Party arising from this Agreement and no single or partial exercise of any right by either Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Parties' rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

**28. PRIOR AGREEMENTS**

With the exclusion of the Substantive Agreement, all prior agreements entered into between the PLAYER and SARU, whether oral or in writing, are cancelled with effect from 1 January 2018. It is agreed that the relationship between the PLAYER and SARU shall from such date be governed by the provisions of this Agreement read with the Substantive Agreement.

**29. CONFIDENTIALITY**

29.1 It is hereby agreed that the terms and conditions of this Agreement are confidential and that neither SARU or the PLAYER is entitled to disclose the terms and conditions of this Agreement to any person whatsoever other than to SARPA, the PLAYER's agent, or their legal representatives, without the prior written consent of the other party, except for the purposes of performance or

enforcing performance of the obligations expressed herein or for the purposes of any disclosure which may be required in law.

- 29.2 As a result of the PLAYER's participation in the Springbok 7's activities, he will acquire information concerning SARU's coaching methods, team drills and playing strategies. This information is confidential to SARU and the PLAYER therefore undertakes not to disclose any such confidential information to anyone, except to persons connected with SARU, who are required to be aware of the information.

### 30. NOTICES AND DOMICILIA

- 30.1 The PLAYER chooses as his *domicilium citandi et executandi* the address as set out in **Schedule I** for all purposes arising out of or in connection with this Agreement at which address all processes and notices arising out of or in connection with this Agreement or its breach may validly be served upon or delivered. All notices addressed to the PLAYER must be sent to SARPA also, to the following fax number and email address and at the following address, attention of Mandisi Tshonti:

Fax number:	086 624 8943
Email address:	<a href="mailto:mandisi@my-players.com">mandisi@my-players.com</a>
Street address:	Table Bay Building, Tygerberg Office Park, 163 Uys Krige Drive, Platteklouf 7500

- 30.2 SARU chooses as its *domicilium citandi et executandi* the following address:

Email address:	CharlesW@sarugby.co.za
Street Address:	SARU House, 163 Uys Krige Road, Platteklouf, 7500

30.3 Any notice given in terms of this Agreement shall be in writing and shall:

30.3.1 if delivered by hand during normal business hours on an ordinary working day, be deemed to have been duly received by the addressee on the date of delivery, and otherwise it shall be deemed to have been received on the next ordinary working day;

30.3.2 if transmitted by facsimile during normal business hours on an ordinary working day, be deemed to have been received by the addressee on the day of despatch, and otherwise it shall be deemed to have been received on the next working day.

30.4 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by 1 (one) of the Parties from another shall be adequate written notice or communication to such Party.

Signed at \_\_\_\_\_ on \_\_\_\_\_ 2021.

**AS WITNESSES:**

1. \_\_\_\_\_  
\_\_\_\_\_ THE PLAYER

2. \_\_\_\_\_

Signed at \_\_\_\_\_ on \_\_\_\_\_ 2021.

**AS WITNESSES:**

1. \_\_\_\_\_  
\_\_\_\_\_ For: SARU  
CEO duly authorised

2. \_\_\_\_\_

**SCHEDULE I**  
**PLAYER PERSONAL INFORMATION**

1. FULL NAMES:
2. IDENTIFICATION NUMBER:
3. DATE OF BIRTH:
4. PHYSICAL ADDRESS:
5. PROVINCE:
6. CELLULAR PHONE NUMBER:
7. E-MAIL ADDRESS:
8. INCOME TAX NUMBER:
9. NEXT OF KIN FULL NAMES:
10. CELLULAR PHONE NUMBER:
11. NAME OF MEDICAL AID:  
  
MEDICAL AID MEMBERSHIP NUMBER:
12. MEDICAL BENEFIT PLAN SELECTED/TAKEN OUT:

## **SCHEDULE II REMUNERATION**

As consideration for the PLAYER's services under this Agreement, SARU shall pay the PLAYER a fixed total cost-to-company package as set out hereunder –

### **1. FIXED REMUNERATION**

- 1.1 For the period xxx until xxx and amount of **Rxx [xx rand]** per month (“the Employee’s Fixed Remuneration Package”).
- 1.2 The cash component of the total cost-to-company package shall be paid monthly in arrears on or before last day of each month.

### **2. DURATION**

- 2.1 Commencement date of contract:
- 2.2 Termination date of contract

### **3. WIN BONUSES**

- 3.1 The Player will be paid win bonuses during the term of the Agreement in accordance with the applicable Remuneration Agreement entered between SARU and SARPA.

**SCHEDULE III  
PHYSICAL AND HEALTH**

**HEALTH DECLARATION BY THE PLAYER OF ANY ILLNESS OR INJURY AT THE TIME OF SIGNING OF THIS AGREEMENT (any reference to "you" means the PLAYER):**

**Questions (tick  box with applicable answer):**

1) Have you, in the past year, suffered from any injury\* which has kept you out of the game for longer than 30 days? (\*for e.g., muscle, ligament, tendon, bone, joint, limb or spine injuries etc.)

2) Do you currently suffer from any injuries?

3) Are you currently playing rugby in official matches?

4) Have you in the past year experienced weakness and/or pins and needles in any of your limbs, shoulder or spine?

5) Have you been advised, or do you plan, to undergo any surgical treatment?

(See following page for details regarding your answers to these questions.)

Question no.	Injury details – please include diagnosis & for limb injuries, left or right side:*	Date Injury sustained:	Injury period:	When did you last have symptoms:	Medical Practitioner's name and contact details
1.					
2.					
3.					
4.					
5.					

Provide details here if space above insufficient:

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The PLAYER herewith grants SARU the right and authorises SARU to request and obtain any medical information and medical records pertaining to the PLAYER from his Province or the PLAYER's Medical Practitioner.

\_\_\_\_\_  
**PLAYER's Signature**

**SCHEDULE IV  
SEVEN'S NATIONAL CONTRACTED PLAYER  
ONBOARDING DOCUMENT**

**(All NEW contracts for rugby players in SA – Medical Aid, Insurance, Pension Fund)**

Name, Surname:

ID:

Cell number:

Your age:

Email:

Province:

Contract term:

Previously contracted with:

**Medical aid & number (indicate principle member):**

(Please indicate if SIMEKA should be contacting you for further advice, as the player's appointed adviser)

**Gross annual contract value (to determine injury benefit):**

**Pension fund minimum % contribution:**

Classified as Employee contribution (Part of total cost to company – included in contract value as per Industry Collective Agreement)

**15%**

Signed by Employer

Signed by Player

Location signed

Date

To be communicated to MyPlayers Financial Services – [helga@my-players.com](mailto:helga@my-players.com)

**SCHEDULE V**  
**DECLARATION CONCERNING**  
**EMPLOYMENT, BUSINESS OR STUDIES**

**(Complete if / where applicable) NOT APPLICABLE**

1. EMPLOYER'S NAME: \_\_\_\_\_
- 1.1 PLAYER'S DUTIES AND WORKING HOURS: \_\_\_\_\_
- 1.2 NAME, ADDRESS AND TELEPHONE NUMBERS OF BUSINESS IN WHICH PLAYER IS INVOLVED: \_\_\_\_\_
- 1.3 PLAYER'S INTEREST IN THE BUSINESS (e.g., Sole Proprietor, Partner, Shareholder, etc.) \_\_\_\_\_
- 1.4 AVERAGE HOURS SPENT ON BUSINESS PER DAY: \_\_\_\_\_
2. STUDIES:
- 2.1 NAME OF EDUCATIONAL INSTITUTION: \_\_\_\_\_
- 2.2 COURSES FOR WHICH THE PLAYER IS REGISTERED:  
\_\_\_\_\_
- 2.3 TIMES WHEN PLAYER EXPECTED TO ATTEND LECTURES / WRITE EXAMS: \_\_\_\_\_

**SCHEDULE 2**

**WOMEN'S NATIONAL PLAYER CONTRACT**



**AGREEMENT**

entered into by and between

**SOUTH AFRICAN RUGBY UNION**

**("SARU")**

and

**("the PLAYER")**

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## 1. PARTIES

The Parties to this Agreement are:

1.1 **SARU**; and

1.2 The **PLAYER** (See full description in **Schedule I**)

## 2. PREAMBLE

2.1 SARU is contracting the **PLAYER** as its employee to render services as a professional rugby player to SARU. The **PLAYER** may during the term of this Agreement, request SARU to second the **PLAYER**'s rugby playing services to a Province for whatever purposes. SARU shall respond to the request in writing within 7 (seven) days of receipt thereof by granting or refusing such request.

2.2 It will be in the sole and exclusive discretion of SARU whether or not to agree to second the **PLAYER**'s rugby playing services to a Province.

2.3 In the event that SARU refuses to second the **PLAYER**'s rugby playing services, SARU will be under no obligation to provide reasons for its refusal.

2.4 If the **PLAYER**'s request is granted, SARU shall in its sole and exclusive discretion determine the Period of Secondment of the **PLAYER**'s rugby playing services and all other terms and conditions that the secondment will be subject to.

2.5 One such condition, although not limited thereto, shall be that during the Period of Secondment, the **PLAYER**'s obligations towards SARU as set out in clause 6 will be suspended and during such period the **PLAYER** will owe such obligations to the Province and she will perform such obligations for the Province.

### 3. DEFINITIONS

In this Agreement, unless inconsistent with or otherwise indicated by the context, the following words and expressions shall, wherever they appear in this Agreement, bear the following meanings:

3.1 "**Appearance**" means a personal promotional appearance performed by the PLAYER for an Authorised Sponsor and/or for SARU Promotional Activities including, but not limited to, any guest appearance, media appearance or interview and any appearance at an official function, signing session, photo or film shoot or recording session;

3.2 "**Authorised Sponsor**" means a sponsor or supplier of SARU;

3.3 "**the/this Agreement**" means this Agreement and all its Schedules;

3.4 "**Clearance**" bears the meaning assigned to it in World Rugby Regulation 4.6.1, namely:

*"The written consent (in the standard form) authorizing a Player to participate in the Game in a New Union at the request of such New Union and signed by:*

*(a) the Player's Current Union;*

*(b) the Union for whom the player plays International Matches where such Player has represented that Union in a Match covered by Regulation 8.3 or 8.4";*

3.5 "**CEO**" means the Chief Executive Officer of SARU;

3.6 "**Confidential Information**" means any information in respect of SARU's coaching methods, team drills and playing strategies and other playing information;

- 3.7 **"Date of Signature"** means the date on which this Agreement is signed by the Party signing it last;
- 3.8 **"Duties"** means the duties to be performed by the Player as more fully set out in clause 6 hereof;
- 3.9 **"Footprint Assessment Data System"** means the computer software program utilised by SARU to capture all the PLAYER's personal data which can be used to evaluate and measure her performance against specific criteria and provide regular feedback in respect thereof;
- 3.10 **"Footwear"** means rugby boots, running shoes, trainers and casual shoes;
- 3.11 **"Game"** means rugby played in accordance with the Laws of the Game;
- 3.12 **"Head Coach"** means the Rugby Coach appointed by SARU from time to time as Coach of the Springbok Women 7's or the Springbok Women 15's;
- 3.13 **"Intellectual Property"** means all or any of the following, which belong to SARU as the case may be:
- 3.13.1 trademarks;
  - 3.13.2 trade names;
  - 3.13.3 copyright in any written material, plans, designs or other work;
  - 3.13.4 goodwill existing now or in the future in relation to the use of the trademarks, trade names or activities;
  - 3.13.5 logos, trophies, mascots and/or any other designs or marks now registered or used or developed in the future in relation to SARU and competitions under the auspices of SARU;

- 3.14 **"International Match"** means any Match involving the Springbok Women Team;
- 3.15 **"Match"** means any rugby match played by under the auspices of SARU and/or World Rugby, including without limiting the generality of a foregoing, any other match the PLAYER may participate in from time to time with the prior written permission of SARU;
- 3.16 **"Parties"** means the PLAYER and SARU;
- 3.17 **"Period of Secondment"** means the period during which SARU will make the PLAYER available to the Province as contemplated in this Agreement;
- 3.18 **"Player"** means the Party referred to in **Schedule I** hereto;
- 3.19 **"Players"** means a player representing the senior national representative women team and/or the senior national representative women 7s team of South Africa;
- 3.20 **"Player Attributes"** means the rights which the Players each own and enjoy in respect of their persons, personalities and/or public profiles including, but not limited to, their names, images, likenesses, signatures, voices, reputations and biographical information in a Team Context;
- 3.21 **"Player Commercial Rights"** means the Player Attributes and Appearances by Players in a Team Context;
- 3.22 **"Players' Trust"** means The South African Sevens Rugby Team Trust IT2666/2009 established by SARPA for the purpose of dealing collectively with Player Commercial Rights;
- 3.23 **"Promotional Activities"** means those activities undertaken by the Authorised Sponsors and/or SARU, jointly or individually, and/or those activities undertaken by the Authorised Sponsors strictly to market and promote the Springbok Women and/or SARU and the association of the products, brands or services

of the Authorised Sponsor with the Springbok Women and/or SARU as the case may be;

- 3.24 **"Protective Gear"** means rugby protective playing gear including but not limited to headgear, shoulder padded vests, arm protectors, gum guards and gloves;
- 3.25 **"Province"** means a provincial union as defined as "members" of SARU in SARU's constitution (and includes the company or other entity conducting and responsible for such provincial union's commercial activities and its professional rugby business);
- 3.26 **"SARU"** means the South African Rugby Union, an incorporated association of persons with perpetual succession and juristic personality, the national controlling body and custodian of rugby in South Africa";
- 3.27 **"SARU Competitions"** means any rugby competitions, matches and/or series of matches conducted by or in conjunction with or under the auspices and/or sanction of SARU, including without limiting the generality of the foregoing national and/or international matches, tournaments and/or tours agreed to and under the auspices of World Rugby;
- 3.28 **"SARPA"** means the South African Rugby Players Association;
- 3.29 **"Selection Committee"** means the Head Coach and selectors appointed by SARU to select the senior national representative women team and/or the senior national representative women 7s team of South Africa;
- 3.30 **"Springbok Women Team"** means the senior national representative women team or the senior national representative women 7s team selected to represent South Africa;
- 3.31 **"Springbok Women Squad"** means the group of women players invited as a training squad from which the Springbok Women Match-day Squad shall be selected;

- 3.32 **"Substantive Agreement"** refers to the agreement entered into between SARU and SARPA regulating their relationship and setting out the agreed terms and conditions of employment of the Springbok Women, as agreed to from time to time;
- 3.33 **"Team Capacity"** means one or more Players dressed in clothing depicting the Intellectual Property of SARU (being trademarks, logo's, emblems and team uniforms of SARU or the Springbok Women);
- 3.34 **"Team Context"** means a context in which (a) the Appearances are performed in a Team Capacity; and/or (b) the Player Attributes are used with Players dressed in clothing depicting the Intellectual Property of SARU (being the trademarks, logo's, emblems and team uniforms of SARU or the Springbok Women) and in a group of 3 (three) or more Players;
- 3.35 **"Team Management"** means the Management and Coaching Team appointed by SARU to coach and manage the Springbok Women;
- 3.36 **"World Rugby"** means the International controlling body of Rugby Union previously known as the IRB;
- 3A. Any reference to the singular includes the plural and *vice versa*.
- 3B. Any reference to natural persons includes legal persons and *vice versa*, except for the term player, which can only be a natural person.
- 3C. The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 3D. Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 3E. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a

substantive clause in the body of this Agreement, notwithstanding that it is only contained in the interpretation clause.

- 3F. If any period is referred to in this Agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or Public Holiday, in which case the last day shall be the next succeeding day not being a Saturday, Sunday or Public Holiday.
- 3G. Any terms, words or expressions not specifically defined herein will bear the meaning assigned to them in terms of SARU's Regulations or World Rugby's Regulations, if such terms, words or expression is defined therein.
- 3H. This Agreement shall be governed by and construed and interpreted in accordance with South African Law.

#### **4. EMPLOYMENT BY SARU**

- 4.1 SARU agrees to employ the PLAYER and the PLAYER agrees to be so employed by SARU for the period and on the terms and conditions set out in this Agreement.
- 4.2 SARU shall be solely responsible for ensuring that all statutory obligations arising as a result of the employment of the PLAYER by SARU under this Agreement are complied with.
- 4.3 The commencement and termination dates of this Agreement are as set out in clause 2 of **Schedule II**.
- 4.4 This Agreement is subject to the PLAYER passing medical and fitness examinations prescribed by SARU. SARU shall conduct the examination no later than 1 (one) month after the Date of Signature, failing which this condition shall be deemed as having been fulfilled upon the expiration of such period. In the event that the PLAYER fails to pass the aforementioned medical and fitness examinations within the aforesated period, this contract shall be void *ab initio*.

- 4.5 The CEO is the only person mandated by SARU to sign and/or to terminate and/or to vary the terms of this Agreement and he shall do so in writing. No person other than the CEO of SARU may negotiate a variation of the terms of this Agreement or the renewal of this Agreement with the PLAYER. Any expectation of a renewal or variation of the terms of this Agreement created by any other person than the CEO shall be of no force and effect.
- 4.6 This Agreement is for a fixed-term and expires automatically on the termination date. The PLAYER acknowledges that on the date of her signing of this Agreement she has no expectation that the Agreement will be renewed.
- 4.7 The PLAYER shall avail her Services either as a player representing the senior national representative women team or the senior national representative women 7s team of South Africa, or any other team as directed by SARU in its sole discretion.
- 4.8 SARU shall no later than 1 July in the year of termination of the Agreement inform the PLAYER in writing whether:
- 4.8.1 SARU intends offering her another contract on the expiration of this Agreement; or
- 4.8.2 SARU intends not to offer her another contract on the expiration of this Agreement.

## **5. REPRESENTATIONS BY THE PLAYER**

By entering into this Agreement, the PLAYER represents that-

- 5.1 she is able to perform her obligations in terms of this Agreement;
- 5.2 she has satisfied the eligibility criteria as per World Rugby Schedule 2 Regulation 8;

5.3 to the best of her knowledge **Schedule III** is an accurate and complete reflection of her physical condition and health.

The PLAYER authorises SARU to-

5.4 disclose the contents of **Schedule III** to the appointed medical and/or fitness practitioner for the purposes of the medical and fitness examinations referred to in 4.4;

5.4 contact the medical practitioner referred to in **Schedule III** for the purpose of verifying the medical and physical condition of the PLAYER and to obtain whatever medical information and/or documentation SARU may require about the PLAYER.

## **6. DUTIES OF THE PLAYER**

6.1 The PLAYER agrees to perform all duties and responsibilities to SARU as the case may be, including but not limited to –

6.1.1 acquaint herself with and abide by the Laws of the Game and changes thereto;

6.1.2 play the Game to the best of her ability and skill in accordance with the Laws of the Game;

6.1.3 observe and abide by all reasonable instructions and directions of SARU, the Head Coach and members of its Team Management;

6.1.4 maintain appropriate levels of fitness and skill as discussed and agreed to;

6.1.5 be available to participate in the competitions under the auspices of SARU and World Rugby to which she is selected;

- 6.1.6 comply with any reasonable request by SARU to participate in SARU's activities including but not limited to –
- (a) training sessions and/or training camps;
  - (b) team and squad meetings;
- 6.1.7 fully update her personal profile on the Footprint Assessment Data System within 14 (fourteen) days from being requested by SARU to do so;
- 6.1.8 accept, abide by and comply with the By-Laws and Regulations Relating to the Game of World Rugby, SARU's Constitution, SARU's Code of Conduct, Regulations, policies and directions of SARU;
- 6.1.9 conduct herself at all times, both on and off the playing field, in accordance with her status as a professional rugby player and should she fail to adhere to this, her conduct will be dealt with in terms of the Disciplinary Code as set out in the Substantive Agreement.
- 6.1.10 honour and abide by any agreement concluded between SARU and the Players' Trust relating to the use of the Players' Commercial Rights in a Team Context. In the event that no agreement or arrangement in this regard is entered into between the PLAYER and the Trust before or during the duration of this Agreement, the PLAYER shall grant the unlimited use of her Player Commercial Rights to SARU;
- 6.1.11 shall not agree to or participate in any rugby match not under the auspices of SARU, unless SARU's prior written consent is requested from the General Manager of the Rugby Department at [CharlesW@sarugby.co.za](mailto:CharlesW@sarugby.co.za) and such prior written permission is granted and all the requirements of Regulation 23 of World Rugby dealing with injury insurance has been complied with;

- 6.1.12 abide by and comply with the agreed Springbok Women Squad protocol as agreed to amongst the PLAYERS and their management from time to time, which protocol will, *inter alia*, determine and regulate any interaction with player agents and other persons during any Springbok Women Squad assembly.
- 6.1.13 for any absence from training sessions, training camps, team and squad meetings or for any leave, annual or otherwise, complete and submit the prescribed SA Rugby leave form providing all the information requested in the leave form. The PLAYER may not be absent without approved leave and without recording her absence on a SA Rugby leave form.
- 6.1.14 The PLAYER, her agent and any other party acting on her behalf shall not be allowed during the term of this Agreement to enter into discussions and/or negotiations with an overseas Club or agent to make the PLAYER's rugby playing services available to such Club during or upon the expiration of this Agreement, unless the PLAYER requests and obtains SARU's prior written consent hereinafter referred to as "The Consent" to enter into such discussions and/or negotiations, which consent may not be unreasonably<sup>2</sup> withheld.
- 6.1.15 For purposes of clause 6.1.14:
- (i) When the PLAYER, her agent and any other party acting on her behalf is approached by any overseas club or any person acting on its behalf with a request to enter into contract negotiations, the PLAYER, her agent or other party acting on her behalf, will notify SARU of the approach, irrespective whether she intends to pursue such negotiations or not.

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<sup>2</sup>It is recorded that the motivation for the consent is to ensure that the negotiations that the PLAYER intends embarking upon do not interfere with the PLAYER's rugby playing duties and/or with the team spirit and environment within the Springbok Women Team set-up and allows SARU an opportunity to evaluate the PLAYER's request and future within the Springbok Women 7' s Team

Should the PLAYER wish to pursue such negotiations, she will request from SARU its consent in writing to proceed with such negotiations;

- (ii) The above notice and/or request shall be addressed to the General Manager: Rugby by email and the transmission of such notice and/or request shall be proven by a delivery receipt thereof to the email address [CharlesW@sarugby.co.za](mailto:CharlesW@sarugby.co.za);
- (iii) The notice shall include the name of the overseas Club which approached the PLAYER and the person or entity who represented such Club;
- (iv) SARU shall not withhold the Consent unreasonably and shall respond to the request in writing within 5 (five) days of receipt thereof by granting or refusing such request;
- (v) In the absence of a response or providing of the reasons for refusal as provided in (vi) below, within their period, it will be deemed that the Consent has been granted;
- (vi) In the event that the Consent is refused, SARU shall provide full and comprehensive reasons for such refusal in writing to the PLAYER along with the written notice of refusal thereof;
- (vii) In the event that the PLAYER disputes the reasonableness of the refusal of the Consent, the dispute over whether the refusal is reasonable or not will be dealt with by arbitration in accordance with the procedure set out for the handling of Disputes in the Substantive Agreement and such arbitration proceedings must take place and be finalised within 14 (fourteen) days of such notice having been given;

- 6.1.16 In the event that SARU granted the Consent or the dispute is decided in favour of the PLAYER, then the PLAYER may proceed with the discussions and/or negotiations with the Club or person who approached her.
- 6.1.17 If the PLAYER, her agent and any other party acting on her behalf as a consequence of the aforementioned discussions and/or negotiations receives an offer from an overseas Club and the PLAYER is willing to accept the offer, she shall provide SARU with a copy thereof prior to accepting same, in order to allow SARU an opportunity to negotiate with the PLAYER a new Contract for a further term. Should SARU and the PLAYER fail to reach agreement within a period of 14 (fourteen) days from the date when SARU is provided with the copy of the Club's offer, then the PLAYER will be free to conclude the contract with the overseas Club;
- 6.1.18 A breach of any of the above by the PLAYER, her agent or other party duly representing her, may result in disciplinary action being taken against the PLAYER and may result in termination of this Agreement. It may also result in SARU refusing to issue a Clearance.

## **7. REMUNERATION**

As consideration for the services provided by the PLAYER to SARU under their Agreement, SARU will remunerate the PLAYER in accordance with **Schedule II**.

## **8. MEDICAL AID REQUIREMENTS AND BENEFITS**

- 8.1 It is acknowledged that comprehensive medical aid cover by a scheme considered by the appointed financial advisors of SARPA as appropriate for the circumstances of a professional rugby player is an employment requirement set by SARU and save as set out in clause 8.5, SARU shall not be responsible for any medical expenses of the PLAYER.

- 8.2 The PLAYER shall be a member of a medical scheme as provided for in 8.1 above providing her with comprehensive medical cover including sufficient day to day benefits. Full details of the scheme are/will be confirmed in the "Onboarding" Document provided as per **Schedule IV** or by no later than 14 (fourteen) days after the commencement of this Agreement.
- 8.3 The PLAYER will be responsible for the cost of the medical aid cover recommended in terms of clause 8.1, unless otherwise agreed to between SARU and the PLAYER in writing.
- 8.4 During periods of overseas travel, SARU shall arrange and pay for the costs of comprehensive medical insurance, to cover the PLAYER for medical expenses related to rugby injuries and injuries not covered under the medical aid scheme referred to in this clause.
- 8.5 Should the PLAYER have exhausted her medical aid benefits as a direct result of performing her duties under this Agreement and be liable for a shortfall in terms of her medical aid benefits, SARU shall carry the costs thereof, upon written proof that the benefits have been exhausted as a direct result of the PLAYER's injuries incurred in performing her duties.

## **9. SELECTION**

- 9.1 The selection of a PLAYER for the Springbok Women Team shall be done by the Selection Committee.
- 9.2 The conclusion of this Agreement with the PLAYER shall not guarantee the PLAYER selection to the Springbok Women Team, and the Selection Committee, in accordance with 9.1 above, shall have the sole discretion in respect of such selections and its decision in this regard will be final and binding.

## **10. PHYSICAL CONDITION AND FITNESS**

- 10.1 During the duration of this Agreement, the PLAYER must –

- 10.1.1 keep herself in good physical condition and fitness as prescribed and regulated by SARU;
- 10.1.2 as soon as she becomes aware of any illness, disability, injury or other condition that might affect her physical condition or performance, disclose it to the team doctor of the Springbok Women Team. Failure to do so could result in disciplinary action being taken against the PLAYER depending on the applicable circumstances;
- 10.1.3 attend and participate in any physical or fitness examination required by SARU;
- 10.1.4 undergo any necessary medical treatment prescribed by a registered medical practitioner approved by SARU concerning any illness, disability, injury or other condition affecting her ability to play rugby;
- 10.1.5 before undergoing any such medical treatment, the PLAYER has the right to obtain a second opinion from a medical specialist (hereinafter 'the second medical opinion'). In the event that the second medical opinion differs from the first medical opinion both opinions shall be referred to the South African Sports Medicine Association for a further independent opinion, which opinion shall be final and binding on the Parties;
- 10.1.6 comply with reasonable instructions by the Springbok Women Team doctor and/or dietician and/or fitness coach, concerning dietary and other related programs;
- 10.1.7 refrain from participating in any hobby or sport which would ordinarily be regarded as highly dangerous or which involves a significant risk of personal injury such as rock-climbing, bungee jumping, skydiving, water skiing, jet-skiing, white water rafting, skateboarding, hang-gliding, quad-biking and motor-racing. Failure to disclose such activities prior to engaging therein may lead to disciplinary action

against the PLAYER and could lead to the termination of this Agreement;

10.1.8 not engage in any use of a substance or practices which contravenes the Anti-Doping Regulations of either SARU or World Rugby, as dealt with in the Substantive Agreement.

## 11. OTHER EMPLOYMENT AND/OR STUDIES

11.1 The PLAYER declares that she is not employed in any other capacity whatsoever, or involved in any occupation or business, or involved in studies at an educational institution other than mentioned in **Schedule V**.

11.2 Should the PLAYER during the term of this Agreement wish to take up any other employment, occupation, business, or any studies at an educational institution she shall notify the HR Department of SARU thereof and simultaneously in writing request permission therefor from SARU at least 14 (fourteen) days before engaging in such activity. She shall only engage therein in the event that SARU grants her the permission so requested.

11.3 Subject to the provisions of clause 11.4 SARU shall within 14 (fourteen) days of receipt of the clause 11.2 request either grant or withhold its consent, in writing.

11.4 SARU shall not be entitled to withhold its consent unless such employment, occupation, business or studies could prevent the PLAYER to meet any one of her obligations under clause 6 of this Agreement.

11.5 If SARU does not respond within the time period contemplated in clause 11.3 the PLAYER's request will be deemed to have been granted.

11.6 Should it become evident that after commencement of such employment, occupation, business or studies, it prevents the PLAYER from fulfilling her obligations under clause 6 of this Agreement, the PLAYER shall upon written notification by SARU immediately take the necessary steps to rectify the situation.

## **12. INJURY BENEFIT**

Any incidence of Temporary Disability and Catastrophic Injury to the PLAYER, will be subject to and will be dealt with in accordance with the provisions of the Substantive Agreement.

## **13. ANNUAL LEAVE**

13.1 The PLAYER shall be entitled to 24 (twenty-four) working days leave during each 12 (twelve) month period of this Agreement. Leave shall be taken as provided in this Agreement. During this period, the PLAYER must still comply with the provisions of clause 10.1.1, 10.1.2, 10.1.7 and 10.1.8.

13.2 The PLAYER must take at least 14 (fourteen) consecutive days leave after the World Sevens Series ends (provided the PLAYER participated in the World Sevens Series), which will serve as her annual compulsory period of rest.

## **14. FAMILY RESPONSIBILITY LEAVE**

The PLAYER shall be entitled to a minimum of 3 (three) days paid leave per year in accordance with section 27 of the Basic Conditions of Employment Act, Act 75 of 1997, as amended.

## **15. TRAVEL AND ACCOMMODATION**

15.1 SARU will provide and pay for accommodation and travel required for the PLAYER to perform her duties in terms of this Agreement.

15.2 SARU retains the right, in its sole discretion, to determine the standard of the PLAYER's accommodation and travel during assembly for training camps, Matches and tours in line with the respective Travel and Accommodation Policies of SARU.

15.3 SARU shall arrange and pay for the cost of comprehensive travel insurance in an amount to be determined within its sole discretion to cover the PLAYER for

theft or loss of personal belongings during periods of national and overseas travel.

- 15.4 The PLAYER is personally liable and responsible for all telephone calls, internet services, room service, personal dry cleaning or other personal services made or ordered by the PLAYER from accommodation arranged by SARU. These costs may be deducted by SARU from the PLAYER's remuneration payable to her in terms of this Agreement after providing written details of the deductions to the PLAYER.

## **16. PLAYER'S COMMERCIAL RIGHTS**

- 16.1 SARU has entered into an agreement with the Players' Trust to utilise the Players' Commercial Rights to the benefit of SARU and their sponsors and suppliers and the PLAYER shall abide by the relevant provisions of any commercial agreement or protocol concluded between SARU and the Players' Trust. The PLAYER warrants that she has granted the Players' Trust the right to use, and to authorise third parties to use, her Player Commercial Rights.
- 16.2 SARU will provide the PLAYER with the official clothing and accessories (if any) in terms of the agreements entered into with Authorised Sponsors of SARU.
- 16.3 Whilst performing her services for SARU, the PLAYER shall be entitled to wear Footwear of her choice while training or playing matches and, to receive endorsement fees or other payments for this. The PLAYER will, however, be required to wear running shoes provided by the Authorised Sponsor (which at the Date of Signature is Asics) when disembarking from the team bus on Match day at the stadium and when the PLAYER attends an official signing session as part of the Springbok Women Squad, provided that the PLAYER is wearing her track-suit (as opposed to her formal Springbok Women clothing).
- 16.4 The PLAYER must wear the official clothing of SARU's Authorised Sponsors when training, playing matches, travelling or appearing in public as a member of the Springbok Women Squad during and within the scope of her employment while part of the Springbok Women Squad. For the avoidance of doubt, the

PLAYER may not in the mentioned instances wear clothing with logos or brand names which are conflicting with those of SARU's Authorised Sponsors while officially training, playing matches, travelling or appearing in public as a member of the Springbok Women Squad.

- 16.5 The PLAYER shall not remove, alter or obscure any logos, brand names or identification devices on the official clothing, equipment or accessories provided to the PLAYER by Authorised Sponsors or Authorised Suppliers.
- 16.6 The PLAYER shall not display any logos, brand names or identification devices on Protective Gear other than those of the Official Manufacturer Sponsors of SARU, being Asics at the time of the signing of this Agreement.
- 16.7 The PLAYER shall have the right to secure personal endorsements for Protective Gear, whilst complying with clause 16.6 and ensuring that such Protective Gear shall only be black or green in colour. For the avoidance of doubt the green shall be the same colour as the green of the Springbok Women jersey with which the protective gear is used in conjunction with.
- 16.8 The PLAYER shall not display any marks which are not allowed in accordance with Schedule I of Regulation 11 of World Rugby.

## **17. ANTI-DOPING**

- 17.1 It is acknowledged by the Parties that it is fundamentally important for the Game that the Game remains as free as possible from doping and the use of prohibited substances and that the provisions of the Substantive Agreement – in addition to World Rugby and SARU's provisions – will regulate the Parties' approach to anti-doping.
- 17.2 The PLAYER may not consume any supplement(s) which are not provided by SARU, unless prior written approval for the use thereof has been obtained from SARU's head of medical.

## **18. GRIEVANCE PROCEDURE**

SARU's procedure for the PLAYER to raise any grievances she may have is regulated by the Substantive Agreement.

## **19. MISCONDUCT AND LEGAL REPRESENTATION**

19.1 The PLAYER shall, for the duration of this Agreement, whether by act or omission refrain from doing anything which constitutes a contravention of SARU's Disciplinary Code, as provided for in the Industry Collective Agreement.

19.2 It is recorded that SARU and SARPA are committed to ensuring that the PLAYER is allowed prompt access to legal representation at disciplinary proceedings related to local and overseas Matches played by the PLAYER. In respect of overseas matches, SARU and SARPA have agreed to use their best efforts to ensure that video-conferencing facilities are available so that the PLAYER can be legally represented from South Africa via such facilities.

19.3 Should this not be possible SARU in consultation with SARPA will endeavour, but not be obliged, to send a legal practitioner to assist the PLAYER, failing which, a legal practitioner in that country where the hearing is scheduled to take place and who is skilled and experienced in disciplinary hearings, will be briefed to represent the PLAYER.

19.4 The costs of such overseas legal representation shall be shared equally between SARU and SARPA.

19.5 In the event that the PLAYER is suspended as a result of foul play during a Match, the PLAYER shall be obliged to do other duties such as, but not limited to coaching clinics, appearances etc. as may be directed by SARU.

## **20. DISPUTES**

Any dispute between any of the parties to this Agreement involving the interpretation, application or implementation of this Agreement, or of any

employment law, shall unless otherwise resolved amongst the Parties to the dispute, be referred to and determined by final and binding arbitration in terms of the Substantive Agreement.

## **21. PERFORMANCE REVIEW PROCEDURE**

SARU will, in accordance with the Footprint Assessment Data System, assess and review the PLAYER's performance. Such assessment and review will take place in accordance with the Performance Review Procedure set out in the Substantive Agreement.

## **22. TERMINATION BY SARU**

22.1 SARU may terminate this Agreement prematurely on account of the PLAYER's misconduct or incapacity where the PLAYER's misconduct or incapacity is of such nature that it would warrant dismissal under the Labour Relations Act. 66 of 1995, as amended.

22.2 In the event that the PLAYER's standard of her services, especially her playing performance as a Springbok Women rugby player, deteriorates to such an extent that objectively assessed – through the corroboration of the Footprint Assessment data relating to the PLAYER - she no longer conforms to the standards required of a Springbok Women rugby player in her playing position, and after SARU has duly followed the Performance Review Procedure set out in the Industry Collective Agreement, SARU will be entitled to terminate this Agreement in accordance with the Code of Good Practice relating to dismissal as set out in the Act.

## **23. TERMINATION BY THE PLAYER**

23.1 Subject to clause 23.2, the PLAYER may terminate this Agreement and claim fair compensation if –

23.1.1 SARU fails to pay the PLAYER's remuneration by the due date and remains in default for a period of 5 (five) days of written demand for payment thereof;

23.1.2 SARU breaches a material term of this Agreement and fails to remedy the breach within 10 (ten) working days of receiving written notice to do so;

23.1.3 SARU makes a continued employment relationship impossible.

23.2 Before terminating this Agreement for any reason contemplated in this clause, the PLAYER shall first exhaust the Grievance Procedure set out in the Substantive Agreement.

23.3 The Grievance Procedure will be deemed to be exhausted if the PLAYER takes the steps set out therein and SARU fails to resolve the grievance to the satisfaction of the PLAYER.

## **24. PROTECTION OF PERSONAL INFORMATION**

The PLAYER agrees that her personal information (as defined in the Protection of Personal Information Act 4 of 2013) may be processed by SARU in as far as it is reasonably necessary for SARU to manage and conduct its day-to-day operations (excluding any of its commercial activities/operations and/or commercial program pertaining to the use of MyPlayers Collective Commercial Rights as such consent is dealt with in terms of clause 54 of the South African Rugby Industry Collective Agreement.

## **25. WHOLE AGREEMENT**

25.1 This Agreement, read with the Substantive Agreement and the annexures hereto, constitutes the entire agreement between the Parties as to the subject matter hereof and no agreements, representations or warranties between the

Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.

- 25.2 The PLAYER acknowledges that prior to the signing of this Agreement she has read and understood and made herself conversant with all the terms and conditions contained in or referred to herein, and that, if required, explanations which may have been called for by her were furnished to her and that she has no objection to signing this Agreement and understands and acknowledges the contents hereof.

**26. VARIATION**

No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorised representatives.

**27. RELAXATION**

No latitude, extension of time or other indulgence which may be given or allowed by either Party in respect of the performance of any obligation hereunder and no delay or forbearance in the enforcement of any right by either Party arising from this Agreement and no single or partial exercise of any right by either Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Parties' rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

**28. PRIOR AGREEMENTS**

With the exclusion of the Substantive Agreement, all prior agreements entered into between the PLAYER and SARU, whether oral or in writing, are cancelled with effect from 1 January 2017. It is agreed that the relationship between the PLAYER

and SARU shall from such date be governed by the provisions of this Agreement read with the Substantive Agreement.

## 29. CONFIDENTIALITY

29.1 It is hereby agreed that the terms and conditions of this Agreement are confidential and that neither SARU or the PLAYER is entitled to disclose the terms and conditions of this Agreement to any person whatsoever other than to SARPA, the PLAYER's agent, or their legal representatives, without the prior written consent of the other party, except for the purposes of performance or enforcing performance of the obligations expressed herein or for the purposes of any disclosure which may be required in law.

29.2 As a result of the PLAYER's participation in the Springbok Women

29.3 activities, she will acquire information concerning SARU's coaching methods, team drills and playing strategies. This information is confidential to SARU and the PLAYER therefore undertakes not to disclose any such confidential information to anyone, except to persons connected with SARU, who are required to be aware of the information.

## 30. NOTICES AND DOMICILIA

30.1 The PLAYER chooses as her *domicilium citandi et executandi* the address as set out in **Schedule I** for all purposes arising out of or in connection with this Agreement at which address all processes and notices arising out of or in connection with this Agreement or its breach may validly be served upon or delivered. All notices addressed to the PLAYER must be sent to SARPA also, to the following fax number and email address and at the following address, attention of Mandisi Tshonti:

Fax number: 086 624 8943

Email address: mandisi@my-players.com

Street address: Table Bay Building,

Tygerberg Office Park,  
163 Uys Krige Road  
Platteklouf 7500

30.2 SARU chooses as its *domicilium citandi et executandi* the following address:

Email address:	CharlesW@sarugby.co.za
Street Address:	SARU House, 163 Uys Krige Road, Platteklouf, 7500

30.3 Any notice given in terms of this Agreement shall be in writing and shall:

30.3.1 if delivered by hand during normal business hours on an ordinary working day, be deemed to have been duly received by the addressee on the date of delivery, and otherwise it shall be deemed to have been received on the next ordinary working day;

30.3.2 if transmitted by facsimile during normal business hours on an ordinary working day, be deemed to have been received by the addressee on the day of despatch, and otherwise it shall be deemed to have been received on the next working day.

30.4 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by 1 (one) of the Parties from another shall be adequate written notice or communication to such Party.

Signed at \_\_\_\_\_ on \_\_\_\_\_ 2021.

**AS WITNESSES:**

1. \_\_\_\_\_  
\_\_\_\_\_ THE PLAYER

2. \_\_\_\_\_

Signed at \_\_\_\_\_ on \_\_\_\_\_ 2021.

**AS WITNESSES:**

1. \_\_\_\_\_  
\_\_\_\_\_ For: SARU  
CEO duly authorised

2. \_\_\_\_\_

**SCHEDULE I**  
**PLAYER PERSONAL INFORMATION**

1. FULL NAMES:
2. IDENTIFICATION NUMBER:
3. DATE OF BIRTH:
4. PHYSICAL ADDRESS:
5. PROVINCE:
6. CELLULAR PHONE NUMBER:
7. E-MAIL ADDRESS:
8. INCOME TAX NUMBER:
9. NEXT OF KIN :
10. CELLULAR PHONE NUMBER:
11. NAME OF MEDICAL AID:
12. MEDICAL AID MEMBERSHIP NUMBER:
13. MEDICAL BENEFIT PLAN SELECTED/  
TAKEN OUT:

## **SCHEDULE II REMUNERATION**

As consideration for the PLAYER's services under this Agreement, SARU shall pay the PLAYER a fixed total cost-to-company package as set out hereunder –

### **1. FIXED REMUNERATION**

- 1.1 For the period xxx until xxx and amount of **Rxx [xx rand]** per month (“the Employee’s Fixed Remuneration Package”).
- 1.2 The cash component of the total cost-to-company package shall be paid monthly in arrears on or before last day of each month.

### **2. DURATION**

- 2.3 Commencement date of contract:
- 2.4 Termination date of contract

### **3. WIN BONUSES**

- 3.1 The Player will be paid win bonuses during the term of the Agreement in accordance with the applicable Remuneration Agreement entered between SARU and SARPA.

**SCHEDULE III  
PHYSICAL AND HEALTH**

**HEALTH DECLARATION BY THE PLAYER OF ANY ILLNESS OR INJURY AT THE TIME OF SIGNING OF THIS AGREEMENT (any reference to "you" means the PLAYER):**

**Questions (tick  box with applicable answer):**

1) Have you, in the past year, suffered from any injury\* which has kept you out of the game for longer than 30 days? (\*for e.g., muscle, ligament, tendon, bone, joint, limb or spine injuries etc.)

2) Do you currently suffer from any injuries?

3) Are you currently playing rugby in official matches?

4) Have you in the past year experienced weakness and/or pins and needles in any of your limbs, shoulder or spine?

5) Have you been advised, or do you plan, to undergo any surgical treatment?

(See following page for details regarding your answers to these questions.)

Question no.	Injury details – please include diagnosis & for limb injuries, left or right side:*	Date Injury sustained:	Injury period:	When did you last have symptoms:	Medical Practitioner's name and contact details
1.					
2.					
3.					
4.					
5.					

Provide details here if space above insufficient:

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The PLAYER herewith grants SARU the right and authorises SARU to request and obtain any medical information and medical records pertaining to the PLAYER from his Province or the PLAYER's Medical Practitioner.

\_\_\_\_\_  
**PLAYER's Signature**

**SCHEDULE IV  
WOMEN NATIONAL CONTRACTED PLAYER  
ONBOARDING DOCUMENT**

**(All NEW contracts for rugby players in SA – Medical Aid, Insurance, Pension Fund)**

Name, Surname:

ID:

Cell number:

Your age:

Email:

Province:

Contract term:

Previously contracted with:

**Medical aid & number (indicate principle member):**

(Please indicate if SIMEKA should be contacting you for further advice, as the player's appointed adviser)

**Gross annual contract value (to determine injury benefit):**

**Pension fund minimum % contribution:**

Classified as Employee contribution (Part of total cost to company – included in contract value as per Industry Collective Agreement)

**15%**

Signed by Employer

Signed by Player

Location signed

Date

To be communicated to MyPlayers Financial Services – [helga@my-players.com](mailto:helga@my-players.com)

**SCHEDULE V**  
**DECLARATION CONCERNING**  
**EMPLOYMENT, BUSINESS OR STUDIES**

**(Complete if / where applicable) NOT APPLICABLE**

1. EMPLOYER'S NAME: \_\_\_\_\_
  
- 1.2 PLAYER'S DUTIES AND WORKING HOURS: \_\_\_\_\_
  
- 1.2 NAME, ADDRESS AND TELEPHONE NUMBERS OF BUSINESS IN WHICH  
PLAYER IS INVOLVED: \_\_\_\_\_
  
- 1.3 PLAYER'S INTEREST IN THE BUSINESS (e.g., Sole Proprietor, Partner,  
Shareholder, etc.) \_\_\_\_\_
  
- 1.4 AVERAGE HOURS SPENT ON BUSINESS PER DAY: \_\_\_\_\_
  
2. STUDIES:
  
- 2.1 NAME OF EDUCATIONAL INSTITUTION: \_\_\_\_\_
  
- 2.2 COURSES FOR WHICH THE PLAYER IS REGISTERED:  
\_\_\_\_\_
  
- 2.3 TIMES WHEN PLAYER EXPECTED TO ATTEND LECTURES / WRITE  
EXAMS: \_\_\_\_\_

**SCHEDULE 3**

**PONI PLAYER CONTRACT<sup>3</sup>**

Between

---

(‘the Province’)

(insert legal name of contracting entity – as per Parties to Collective Agreement)

and

---

(‘the Player’)

(insert full names of the Player followed by Identification or Passport Number)

---

<sup>3</sup> If the Player is being contracted on a Free Agent basis, then the following must be inserted as a new sub-clause 1.1(A):  
“Despite anything to the contrary in this Clause 1.1, the Player may, as a Player contracted on a *Free-Agent basis*, terminate this Player Contract by giving not less than 14 (fourteen) *Business Days*<sup>1</sup> notice of such termination in writing to the *Province*.”

## **1. Employment by the Province**

- 1.1. The Province hereby contracts the Player as a Provincial Player and Player of National Interest ("PONI") to play rugby for the Province for the period \_\_\_\_\_ (insert Commencement Date) to \_\_\_\_\_ (insert termination date], and the Player agrees to be contracted as set out herein.
- 1.2. This contract is for a fixed-term and the Player acknowledges that, notwithstanding any previous renewals of his contract, and unless expressly advised to the contrary as set in Clause 1.3 hereof, he does not have any expectation of renewal of this contract, or of permanent employment beyond the termination date of this contract.
- 1.3. It is recorded that only the Chief Executive Officer of the Province is authorised to advise the Player of its intention to renew this contract, and the Player shall not rely on any representations or undertakings made or given by any other person in this regard.

## **2. Player's PONI and Secondment obligations**

- 2.1. The Player agrees to perform all such Duties as the Province may require of him in order to fulfil the Province's obligations to SARU under the SARU – Franchise PONI Agreement (hereinafter "the PONI Agreement"), as may be amended from time to time. A Copy of the Draft and Unsigned PONI Agreement is annexed hereto, which draft sets out substantially the obligations of the Province to SARU. By signing this Player Contract, the Player acknowledges that he is familiar with such obligations, and that he consents to co-operating in good faith with the Province with a view to ensuring that the Province is entitled to fulfil all such obligations.
- 2.2. The Player shall from time to time, and for varying periods, be seconded by the Province to SARU to render rugby playing services to SARU and the Player agrees to be so seconded. Whilst seconded to SARU, the Player has Duties to both the Province and SARU, as specified in the South African Rugby Industry Collective Agreement between the South African Rugby Employers'

Organisation (SAREO) and the South African Rugby Players' Association (SARPA), in force from time to time (hereinafter "The Collective Agreement"). The Player hereby acknowledges and agrees to such Duties.

- 2.3. The Player shall not be entitled to additional Remuneration, other than that provided for in this Player Contract, in respect of services rendered to SARU during the secondment period(s), save that the Player may be paid a Match Fee and win-bonus by SARU as provided for in the Remuneration Agreement between SARU and SARPA.

### **3. Remuneration by the Province**

For performance of the Player's services hereunder, the Province shall remunerate the player as set out in Annexure 'A' hereto.

### **4. Collective Agreement**

- 4.1. The remaining terms and conditions of employment applicable to the Player are as set out in the Collective Agreement. The Player hereby agrees to be bound by the terms of the Collective Agreement in so far as they relate to him.
- 4.2. It is recorded that the Collective Agreement is, by virtue of s23(1)(d) of the Labour Relations Act, 66 of 1995 (hereinafter "the Act"), binding on all Players who are Members of the SARPA and that the Collective Agreement has also been made binding on all players who are not Members of SARPA through express incorporation, in the Collective Agreement, of the provisions of s23(1)(d) of the Act (hereinafter "s23(1)(d) of the Act"). If the player is bound by the Collective Agreement through the operation of s23(1)(d) of the Act, then, by signing this Agreement, the Player acknowledges that he is aware of being so bound. If for any reason the Player is not bound by the Collective Agreement through the operation of s23(1)(d) of the Act, then, by signing the Agreement, the Player agrees that all the provisions of the Collective Agreement shall, insofar as such provisions are intended to be binding on players, be binding on the Player, as if such provisions were specifically incorporated in this Agreement. The Player is advised to study the Collective Agreement, and seek advice on its interpretation

if necessary, before signing this Agreement. A copy of the Collective Agreement will be made available to the Player by the Province, on the Player's request and is available on the SARPA and SARU websites.

## **5. Players' Collective Commercial Rights**

5.1. The Player's attention is specifically drawn to Clauses 54.1 to 54.3 of the Collective Agreement which provides as follows:

5.2. It is recorded that the Players Trust and SARU have concluded an agreement under which SARU has acquired the Players' Collective Commercial Rights of all Contracted Players who have transferred their Players' Collective Commercial Rights to the Players Trust. It is further noted that in terms of such agreement the Players Trust has granted to SARU the right to use such Players' Collective Commercial Rights which enables SARU to grant the Players Collective Commercial Rights to the Provinces;

5.3. Should the Players Trust at any time, and for any reason whatsoever, fail to obtain and or hold the Players' Collective Commercial Rights of any Player then the Province to whom the Player is contracted shall from the date on which the Players Trust fails to obtain or ceases to hold such right, have the right to use the Collective Commercial Rights of the Player by virtue of this Agreement at no cost;

5.4. Should a Player at any time subsequent to the conclusion of the SARU and Players Trust agreement and this Agreement, transfer to the Players Trust the right to use his Players' Collective Commercial Rights, then the use thereof shall be made available to the Province to which the Player is contracted, from the date on which the Player transfers such right to the Players Trust, in terms of the Players Trust and SARU agreement, and not from this Agreement.

## **6. Acknowledgements by the Player**

6.1. The Player acknowledges and accepts that –

- 6.1.1. in terms of the provisions of World Rugby Regulation 4.9.1 neither his agent nor any other person shall induce or attempt to induce the Player to leave SARU, unless the prior written consent of SARU has been obtained;
- 6.1.2. In terms of the provisions of World Rugby Regulation 4.5.5 no overseas Union, Rugby Body or Club (as defined in the World Rugby Regulations) shall enter into any written agreement and/or arrangement of any kind that provides for and/or in any way facilitates third party influence and/or control over the Player's relationship with SARU for the duration of this Agreement;
- 6.1.3. In terms of the Provisions of World Rugby Regulation 4.6.4 SARU shall be entitled to refuse to give its consent to the issue of a Clearance if the Player has not fulfilled any of his obligations in terms of the Agreement, without which Clearance the Player shall in terms of World Rugby Regulation 4.6.1 not be eligible to participate in Competitions organised, recognized or sanctioned by any overseas Union the player may wish to play for; and
- 6.1.4. A breach of any of the above Duties will be material and may result in disciplinary action being taken against the Player which, in turn, could result in termination of this contract.

## **7. Declarations by the Player**

- 7.1. The Player declares that to the best of his knowledge and belief and saves as disclosed in Annexure 'B'–
  - 7.1.1. he is free of any illness or injury that could affect his performance under this Agreement;
  - 7.1.2. he is not involved in any employment, business or studies at an educational institution;

7.1.3. he is not bound by an individual agreement, arrangement or commitment concerning the use of his image by a party other than the Province or one of its Sponsors.

7.2. The Player hereby acknowledges and accepts that he shall, for the duration of his employment by the Province, be bound by the constitution, By-Laws and regulations of World Rugby, the South African Rugby Union and the Code of Conduct, Employee Guide and Policies of the Province.

## 8. Protection of Personal Information

The Player hereby agree that his personal information (as defined in the Protection of Personal Information Act 4 of 2013) may be processed by the Province and SARU in as far as it is reasonably necessary for the Province and SARU to manage and conduct its day-to-day operations (excluding any of its commercial activities/operations and/or commercial program pertaining to the use of MyPlayers Collective Commercial Rights as such consent is dealt with in terms of Clause 54 of the Collective Agreement.)

DATED at ..... on this ..... day of .....

For and on behalf of the *Province*: \_\_\_\_\_

AS WITNESS: \_\_\_\_\_

DATED at ..... on this ..... day of .....

For and on behalf of the *Player*: \_\_\_\_\_

AS WITNESS: \_\_\_\_\_

**PERSONAL DETAILS:**

Initials:		Surname:	
First Name:		Second Name:	
ID Number:		Date of Birth:	
Marital Status:		Spouse's Name:	
Cell Number:		Email Address:	
Contract Date:		Expiring Date:	

Number of Dependents excluding you:	
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**ADDRESS DETAILS:**

Unit Number:		Complex Name:	
Street Number:		Street Name:	
City/Town:		Suburb:	

Income Tax number:	
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**PAYMENT DETAILS:**

Bank Name:		Branch Code:	
Type of Account:		Branch Name:	
Account Number:		Account Holder:	

**CONTRACTUAL DETAILS:**

<i>Pension Fund</i> Contribution:	
Name of Medical Aid Fund:	
Name of Benefit Option/Plan:	
Monthly Premium:	

**CLEAR COPY OF ID DOCUMENT PROVIDED:**

Yes:	No:
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**ANNEXURE 'A' – REMUNERATION**

**1. TOTAL ANNUAL COST TO COMPANY SALARY PACKAGE:**

R.....

You shall be paid a monthly Remuneration of: R.....

(Before deductions)

**2. RECORDABLE**

**2.1. It is recorded that –**

2.1.1. You have requested the Province to structure the total cost of your employment as set out in this Annexure, and it is recorded that you and the Province have negotiated successfully in respect of such restructuring.

2.1.2. The Province expects you to use your private motor vehicle in the performance of your Duties, which includes attending promotional and official events, training and development projects and other such Duties as the Province might stipulate from time to time. The travel allowance stipulated above is intended to defray such expenditure, and the allowance shall take into account the cost price of your motor vehicle and expected business kilometres travelled per annum.

2.1.3. The Province shall not be liable in any manner whatsoever should you be compelled to pay in any income tax as a result of his failure to keep such accurate records as required by law or where insufficient tax was deducted at your request.

2.1.4. The Match Fees, win and incentive payments are to be reflected separately on your pay slip and IRP 5.

- 2.1.5. The Province will pay the monthly Remuneration no later than the last day of the calendar month for which it is due, and any payments made on your behalf to service providers will be made no later than the 5<sup>th</sup> of the month following the month in which the deduction was made.
- 2.1.6. The Province shall be entitled to deduct from your Remuneration, with your prior obtained written consent as required in section 34(1) (a) and (b) and section 34(2) of the Basic Conditions of Employment Act, any amounts owing by you to the Province.

## **ANNEXURE 'B' – DISCLOSURES AND DECLARATIONS BY THE PLAYER**

### **HEALTH DECLARATION**

- Provide full details of any injury or illness which you are aware of (use additional pages if necessary):
- Provide details of any medical treatment you have received for any injury or illness that kept you from playing rugby for longer than 60 days:

### **DISCLOSURE RELATING TO INVOLVEMENT IN BUSINESS, EMPLOYMENT OR STUDIES AT AN EDUCATIONAL INSTITUTION**

- Business', Employer's/Educational Institution's name, address and telephone numbers:
- Player's Duties and working/study hours during the day:

### **DISCLOSURE RELATING TO ANY AGREEMENT, ARRANGEMENT OR COMMITMENT CONCERNING PLAYER ATTRIBUTES<sup>4</sup>**

- The Name(s) of the party/Parties with whom the player has concluded an agreement or made an agreement or commitment concerning the use of his image:
- The rights which the player has conferred on the other party/Parties to use his image:
- Details of any existing or proposed promotional, publicity or advertorial material:

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<sup>4</sup> The Player's attention is drawn to the following definition of "Player Attributes" contained in the Collective Agreement :  
"Player Attributes" means the rights which the Players own and enjoy in respect of their persons, personalities and/or public profiles including, but not limited to, their names, images, likenesses, signatures, voices, reputations and biographical information ;

**ONBOARDING DOCUMENT**

**(All NEW contracts for rugby players in SA – Medical Aid, Insurance, Pension Fund)**

Name, Surname:

ID:

Cell number:  Your age:

Email:

Province:

Contract term:

Previously contracted with:

**Medical aid & number (indicate principle member):**

(Please indicate if SIMEKA should be contacting you for further advice, as the player's appointed adviser)

**Gross annual contract value (to determine injury benefit):**

**Pension fund minimum % contribution:**

Classified as Employee contribution (Part of total cost to company – included in contract value as per Industry Collective Agreement)

Signed by Employer

Signed by Player

Location signed

Date

To be communicated to MyPlayers Financial Services – [helga@my-players.com](mailto:helga@my-players.com)

**SCHEDULE 4**

**PROVINCIAL PROFESSIONAL PLAYER CONTRACT  
(NON-PONI)**

Between

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(‘the Province’)

(insert legal name of contracting entity – as per Parties to Collective Agreement)

and

---

(‘the Player’)

(insert full names of the Player followed by Identification or Passport Number)

## **1. Employment by the Province**

- 1.1. The Province hereby contracts the Player as a Provincial Player to play rugby for the Province for the period \_\_\_\_\_ (insert Commencement Date) to \_\_\_\_\_ (insert termination date), and the Player agrees to be contracted as set out herein.
- 1.2. This contract is for a fixed-term and the Player acknowledges that, notwithstanding any previous renewals of his contract, and unless expressly advised to the contrary as set in Clause 1.3 hereof, he does not have any expectation of renewal of this contract, or of permanent employment beyond the termination date of this contract.
- 1.3. It is recorded that only the Chief Executive Officer of the Province is authorised to advise the Player of its intention to renew this contract, and the Player shall not rely on any representations or undertakings made or given by any other person in this regard.

## **2. Secondment to SARU**

- 2.1. The Player acknowledges and agrees that he may from time to time, and for varying periods, be seconded by the Province to the South African Rugby Union (hereinafter "SARU") to render rugby playing services to SARU and agrees to be so seconded.
- 2.2. Whilst seconded to SARU, the Player has Duties to both the Province and SARU, as specified in the South African Rugby Industry Collective Agreement between the South African Rugby Employers' Organisation (SAREO) and the South African Rugby Players' Association (SARPA), in force from time to time (hereinafter "The Collective Agreement"). The Player hereby acknowledges and agrees to such Duties.
- 2.3. The Player shall not be entitled to additional Remuneration, other than that provided for in this Player Contract, in respect of services rendered to SARU during the secondment period(s), save that the Player may be paid a Match Fee

and win-bonus by SARU as provided for in the Remuneration Agreement between SARU and SARPA.

### **3. Remuneration by the Province**

For performance of the Player's services hereunder, the Province shall remunerate the player as set out in Annexure 'A' hereto.

### **4. Collective Agreement**

4.1. The remaining terms and conditions of employment applicable to the Player are as set out in the Collective Agreement. The Player hereby agrees to be bound by the terms of the Collective Agreement in so far as they relate to him.

4.2. It is recorded that the Collective Agreement is, by virtue of s23(1)(d) of the Labour Relations Act, 66 of 1995 (hereinafter "the Act"), binding on all Players who are Members of SARPA and that the Collective Agreement has also been made binding on all players who are not Members of SARPA through express incorporation, in the Collective Agreement, of the provisions of s23(1)(d) of the Act (hereinafter "s23(1)(d) of the Act"). If the player is bound by the Collective Agreement through the operation of s23(1)(d) of the Act, then, by signing this Agreement, the Player acknowledges that he is aware of being so bound. If for any reason the Player is not bound by the Collective Agreement through the operation of s23(1)(d) of the Act, then, by signing the Agreement, the Player agrees that all the provisions of the Collective Agreement shall, insofar as such provisions are intended to be binding on players, be binding on the Player, as if such provisions were specifically incorporated in this Agreement. The Player is advised to study the Collective Agreement, and seek advice on its interpretation if necessary, before signing this Agreement. A copy of the Collective Agreement will be made available to the Player by the Province, on the Player's request and is available on the SARPA and SARU websites.

## **5. Players' Collective Commercial Rights**

- 5.1. The Player's attention is specifically drawn to Clauses 54.1 to 54.3 of the Collective Agreement which provides as follows:
- 5.2. It is recorded that the Players Trust and SARU have concluded an agreement under which SARU has acquired the Players' Collective Commercial Rights of all Contracted Players who have transferred their Players' Collective Commercial Rights to the Players Trust. It is further noted that in terms of such agreement the Players Trust has granted to SARU the right to use such Players' Collective Commercial Rights which enables SARU to grant the Players Collective Commercial Rights to the Provinces;
- 5.3. Should the Players Trust at any time, and for any reason whatsoever, fail to obtain and or hold the Players' Collective Commercial Rights of any Player then the Province to whom the Player is contracted shall from the date on which the Players Trust fails to obtain or ceases to hold such right, have the right to use the Collective Commercial Rights of the Player by virtue of this Agreement at no cost;
- 5.4. Should a Player at any time subsequent to the conclusion of the SARU and Players Trust agreement and this Agreement, transfer to the Players Trust the right to use his Players' Collective Commercial Rights, then the use thereof shall be made available to the Province to which the Player is contracted, from the date on which the Player transfers such right to the Players Trust, in terms of the Players Trust and SARU agreement, and not from this Agreement.

## **6. Acknowledgements by the Player**

- 6.1. The Player acknowledges and accepts that –
- 6.1.1. in terms of the provisions of World Rugby Regulation 4.9.1 neither his agent nor any other person shall induce or attempt to induce the Player to leave SARU, unless the prior written consent of SARU has been obtained;

- 6.1.2. In terms of the provisions of World Rugby Regulation 4.5.5 no overseas Union, Rugby Body or Club (as defined in the World Rugby Regulations) shall enter into any written agreement and/or arrangement of any kind that provides for and/or in any way facilitates third party influence and/or control over the Player's relationship with SARU for the duration of this Agreement;
- 6.1.3. In terms of the Provisions of World Rugby Regulation 4.6.4 SARU shall be entitled to refuse to give its consent to the issue of a Clearance if the Player has not fulfilled any of his obligations in terms of the Agreement, without which Clearance the Player shall in terms of World Rugby Regulation 4.6.1 not be eligible to participate in Competitions organised, recognized or sanctioned by any overseas Union the player may wish to play for; and
- 6.1.4. A breach of any of the above Duties will be material and may result in disciplinary action being taken against the Player which, in turn, could result in termination of this contract.

## **7. Declarations by the Player**

- 7.1. The Player declares that to the best of his knowledge and belief and saves as disclosed in Annexure 'B'–
- 7.1.1. he is free of any illness or injury that could affect his performance under this Agreement;
- 7.1.2. he is not involved in any employment, business or studies at an educational institution;
- 7.1.3. he is not bound by an individual agreement, arrangement or commitment concerning the use of his image by a party other than the Province or one of its Sponsors.

7.2. The Player hereby acknowledges and accepts that he shall, for the duration of his employment by the Province, be bound by the constitution, By-Laws and regulations of World Rugby, the South African Rugby Union and the Code of Conduct, Employee Guide and Policies of the Province.

**8. Protection of Personal Information**

The Player hereby agrees that his personal information (as defined in the Protection of Personal Information Act 4 of 2013) may be processed by the Province in as far as it is reasonably necessary for the Province to manage and conduct its day-to-day operations (excluding any of its commercial activities/operations and/or commercial program pertaining to the use of MyPlayers Collective Commercial Rights as such consent is dealt with in terms of clause 54 of the Collective Agreement).

DATED at ..... on this ..... day of .....

For and on behalf of the Province: \_\_\_\_\_

AS WITNESS: \_\_\_\_\_

DATED at ..... on this ..... day of .....

For and on behalf of the Player: \_\_\_\_\_

AS WITNESS: \_\_\_\_\_

**PERSONAL DETAILS:**

Initials:		Surname:	
First Name:		Second Name:	
ID Number:		Date of Birth:	
Marital Status:		Spouse's Name:	
Cell Number:		Email Address:	
Contract Date:		Expiring Date:	

Number of Dependents excluding you:	
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**ADDRESS DETAILS:**

Unit Number:		Complex Name:	
Street Number:		Street Name:	
City/Town:		Suburb:	

Income Tax number:	
--------------------	--

**PAYMENT DETAILS:**

Bank Name:		Branch Code:	
Type of Account:		Branch Name:	
Account Number:		Account Holder:	

**CONTRACTUAL DETAILS:**

<i>Pension Fund</i> Contribution:	
Name of Medical Aid Fund:	
Name of Benefit Option/Plan:	
Monthly Premium:	

**CLEAR COPY OF ID DOCUMENT PROVIDED:**

Yes:	No:
------	-----

**ANNEXURE 'A' – REMUNERATION**

**1. TOTAL ANNUAL COST TO COMPANY SALARY PACKAGE:**

R.....

You shall be paid a monthly Remuneration of: R.....

(Before deductions)

**2. RECORDABLE**

2.1. It is recorded that –

2.1.1. You have requested the Province to structure the total cost of your employment as set out in this Annexure, and it is recorded that you and the Province have negotiated successfully in respect of such restructuring.

2.1.2. The Province expects you to use your private motor vehicle in the performance of your Duties, which includes attending promotional and official events, training and development projects and other such Duties as the Province might stipulate from time to time. The travel allowance stipulated above is intended to defray such expenditure, and the allowance shall take into account the cost price of your motor vehicle and expected business kilometres travelled per annum.

2.1.3. The Province shall not be liable in any manner whatsoever should you be compelled to pay in any income tax as a result of his failure to keep such accurate records as required by law or where insufficient tax was deducted at your request.

2.1.4. The Match Fees, win and incentive payments are to be reflected separately on your pay slip and IRP 5.

- 2.1.5. The Province will pay the monthly Remuneration no later than the last day of the calendar month for which it is due, and any payments made on your behalf to service providers will be made no later than the 5<sup>th</sup> of the month following the month in which the deduction was made.
- 2.1.6. The Province shall be entitled to deduct from your Remuneration, with your prior obtained written consent as required in section 34(1) (a) and (b) and section 34(2) of the Basic Conditions of Employment Act, any amounts owing by you to the Province.

## **ANNEXURE 'B' – DISCLOSURES AND DECLARATIONS BY THE PLAYER**

### **HEALTH DECLARATION**

- Provide full details of any injury or illness which you are aware of (use additional pages if necessary):
- Provide details of any medical treatment you have received for any injury or illness that kept you from playing rugby for longer than 60 days:

### **DISCLOSURE RELATING TO INVOLVEMENT IN BUSINESS, EMPLOYMENT OR STUDIES AT AN EDUCATIONAL INSTITUTION**

- Business', Employer's/Educational Institution's name, address and telephone numbers:
- Player's Duties and working/study hours during the day:

### **DISCLOSURE RELATING TO ANY AGREEMENT, ARRANGEMENT OR COMMITMENT CONCERNING PLAYER ATTRIBUTES<sup>5</sup>**

- The Name(s) of the party/Parties with whom the player has concluded an agreement or made an agreement or commitment concerning the use of his image:
  - The rights which the player has conferred on the other party/Parties to use his image:
  - Details of any existing or proposed promotional, publicity or advertorial material:
- 

<sup>5</sup> The Player's attention is drawn to the following definition of "Player Attributes" contained in the Collective Agreement : "Player Attributes" means the rights which the Players own and enjoy in respect of their persons, personalities and/or public profiles including, but not limited to, their names, images, likenesses, signatures, voices, reputations and biographical information ;

**ONBOARDING DOCUMENT**

**(All NEW contracts for rugby players in SA – Medical Aid, Insurance, Pension Fund)**

Name, Surname:

ID:

Cell number:

Your age:

Email:

Province:

Contract term:

Previously contracted with:

**Medical aid & number (indicate principle member):**

(Please indicate if SIMEKA should be contacting you for further advice, as the player's appointed adviser)

**Gross annual contract value (to determine injury benefit):**

R

**Pension fund minimum % contribution:**

Classified as Employee contribution (Part of total cost to company – included in contract value as per Industry Collective Agreement)

15%

Signed by Employer

Signed by Player

Location signed

Date

To be communicated to MyPlayers Financial Services – [helga@my-players.com](mailto:helga@my-players.com)

**SCHEDULE 5**

**SEMI-PROFESSIONAL PLAYER CONTRACT**

Between

---

('the Province')

(insert legal name of contracting entity – as per Parties to Collective Agreement)

and

---

('the Player')

(insert full names of the Player followed by Identification or Passport Number)

## **1. Employment by the Province**

- 1.1. The Province hereby contracts the Player as a Semi-Professional Player to play rugby for the Province for the period \_\_\_\_\_ (insert Commencement Date) to \_\_\_\_\_ (insert termination date), and the Player agrees to be contracted as set out herein.
- 1.2. This contract is for a fixed-term and the Player acknowledges that, notwithstanding any previous renewals of his contract, and unless expressly advised to the contrary as set in Clause 1.3 hereof, he does not have any expectation of renewal of this contract, or of permanent employment beyond the termination date of this contract.
- 1.3. It is recorded that only the Chief Executive Officer of the Province is authorised to advise the Player of its intention to renew this contract, and the Player shall not rely on any representations or undertakings made or given by any other person in this regard.

## **2. Special Provisions relating to the working time and secondment**

It is recorded that in terms of the South African Rugby Industry Collective Agreement concluded between the South African Rugby Employers' Organisation (SAREO) and the South African Rugby Players Association ("SARPA") and regulating the Player's employment (hereinafter "the Collective Agreement"), the Player is expressly entitled to take up employment or studies which shall be accommodated by the Province when determining the Player's Duties to the Province, including the Player's playing and training obligations. The Player and the Province hereby agree to commit to working together in good faith to ensure the most harmonious co-existence of the Player's obligations to the Province and his commitment and obligations to his employment or studies. To this end, the Player shall, as required by Annexure B, make full disclosure to the Province of his employment and study commitments.

### **3. Secondment to SARU**

- 3.1. The Player may from time to time, and for varying periods, be seconded by the Province to SARU to render rugby playing services to SARU, and the Player agrees to be so seconded. Whilst seconded to SARU, the Player has Duties to both the Province and SARU, as specified in the Collective Agreement. The Player hereby acknowledges and agrees to such Duties.
- 3.2. The Player shall not be entitled to additional Remuneration, other than that provided for in this Player Contract, in respect of services rendered to SARU during the secondment period(s), save that the Player may be paid a Match Fee and win-bonus by SARU as provided for in the Remuneration Agreement between SARU and SARPA.

### **4. Remuneration by the Province**

For performance of the Player's services hereunder, the Province shall remunerate the player as set out in Annexure 'A' hereto.

### **5. Collective Agreement**

- 5.1. The remaining terms and conditions of employment applicable to the Player are as set out in the Collective Agreement. The Player hereby agrees to be bound by the terms of the Collective Agreement in so far as they relate to him.
- 5.2. It is recorded that the Collective Agreement is, by virtue of s23(1)(d) of the Labour Relations Act, 66 of 1995 (hereinafter "the Act"), binding on all Players who are Members of the SARPA and that the Collective Agreement has been made binding on all players who are not Members of SARPA through express incorporation, in the Collective Agreement, of the provisions of s23(1)(d) of the Act (hereinafter "s23(1)(d) of the Act"). If the Player is bound by the Collective Agreement through the operation of s23(1)(d) of the Act, then, by signing this Player Contract, the Player acknowledges that he is aware of being so bound. If for any reason the Player is not bound by the Collective Agreement through

the operation of s23(1)(d) of the Act, then, by signing this Player Contract the Player agrees that all the provisions of the Collective Agreement shall, insofar as such provisions are intended to be binding on players, be binding on the Player, as if such provisions were specifically incorporated in this Agreement. The Player is advised to study the Collective Agreement, and seek advice on its interpretation if necessary, before signing this Player Contract. A copy of the Collective Agreement will be made available to the Player by the Province, on the Player's request and is available on the SARPA and SARU websites.

## **6. Players' Collective Commercial Rights**

- 6.1. The Player's attention is specifically drawn to Clauses 54.1 to 54.3 of the Collective Agreement which provides as follows:
- 6.2. It is recorded that the Players Trust and SARU have concluded an agreement under which SARU has acquired the Players' Collective Commercial Rights of all Contracted Players who have transferred their Players' Collective Commercial Rights to the Players Trust. It is further noted that in terms of such agreement the Players Trust has granted to SARU the right to use such Players' Collective Commercial Rights which enables SARU to grant the Players Collective Commercial Rights to the Provinces;
- 6.3. Should the Players Trust at any time, and for any reason whatsoever, fail to obtain and or hold the Players' Collective Commercial Rights of any Player then the Province to whom the Player is contracted shall from the date on which the Players Trust fails to obtain or ceases to hold such right, have the right to use the Collective Commercial Rights of the Player by virtue of this Agreement at no cost;
- 6.4. Should a Player at any time subsequent to the conclusion of the SARU and Players Trust agreement and this Agreement, transfer to the Players Trust the right to use his Players' Collective Commercial Rights, then the use thereof shall be made available to the Province to which the Player is contracted, from the date on which the Player transfers such right to the Players Trust, in terms of the Players Trust and SARU agreement, and not from this Agreement.

## **7. Acknowledgements by the Player**

7.1. The Player acknowledges and accepts that –

7.1.1. in terms of the provisions of World Rugby Regulation 4.9.1 neither his agent nor any other person shall induce or attempt to induce the Player to leave SARU, unless the prior written consent of SARU has been obtained;

7.1.2. In terms of the provisions of World Rugby Regulation 4.5.5 no overseas Union, Rugby Body or Club (as defined in the World Rugby Regulations) shall enter into any written agreement and/or arrangement of any kind that provides for and/or in any way facilitates third party influence and/or control over the Player's relationship with SARU for the duration of this Agreement;

7.1.3. In terms of the Provisions of World Rugby Regulation 4.6.4 SARU shall be entitled to refuse to give its consent to the issue of a Clearance if the Player has not fulfilled any of his obligations in terms of the Agreement, without which Clearance the Player shall in terms of World Rugby Regulation 4.6.1 not be eligible to participate in Competitions organised, recognized or sanctioned by any overseas Union the player may wish to play for; and

7.1.4. A breach of any of the above Duties will be material and may result in disciplinary action being taken against the Player which, in turn, could result in termination of this contract.

## **8. Declarations by the Player**

8.1. The Player declares that to the best of his knowledge and belief and saves as disclosed in Annexure 'B'–

- 8.1.1. he is free of any illness or injury that could affect his performance under this Agreement;
- 8.1.2. he is not involved in any employment, business or studies at an educational institution;
- 8.1.3. he is not bound by an individual agreement, arrangement or commitment concerning the use of his image by a party other than the Province or one of its Sponsors.

8.2. The Player hereby acknowledges and accepts that he shall, for the duration of his employment by the Province, be bound by the constitution, By-Laws and regulations of World Rugby, the South African Rugby Union and the Code of Conduct, Employee Guide and Policies of the Province.

**9. Protection of Personal Information Act**

The Player hereby agrees that his personal information (as defined in the Protection of Personal Information Act 4 of 2013) may be processed by the Province in as far as it is reasonably necessary for the Province to manage and conduct its day-to-day operations (excluding any of its commercial activities/operations and/or commercial program pertaining to the use of MyPlayers Collective Commercial Rights as such consent is dealt with in terms of clause 54 of the Collective Agreement).

DATED at ..... on this ..... day of .....

For and on behalf of the Province: \_\_\_\_\_

AS WITNESS: \_\_\_\_\_

DATED at ..... on this ..... day of .....

For and on behalf of the Player: \_\_\_\_\_

AS WITNESS: \_\_\_\_\_

**PERSONAL DETAILS:**

Initials:		Surname:	
First Name:		Second Name:	
ID Number:		Date of Birth:	
Marital Status:		Spouse's Name:	
Cell Number:		Email Address:	
Contract Date:		Expiring Date:	

Number of Dependents excluding you:	
-------------------------------------	--

**ADDRESS DETAILS:**

Unit Number:		Complex Name:	
Street Number:		Street Name:	
City/Town:		Suburb:	

Income Tax number:	
--------------------	--

**PAYMENT DETAILS:**

Bank Name:		Branch Code:	
Type of Account:		Branch Name:	
Account Number:		Account Holder:	

**CONTRACTUAL DETAILS:**

<i>Pension Fund</i> Contribution:	
Name of Medical Aid Fund:	
Name of Benefit Option/Plan:	
Monthly Premium:	

**CLEAR COPY OF ID DOCUMENT PROVIDED:**

Yes:	No:
------	-----

**ANNEXURE 'A' – REMUNERATION**

**1. TOTAL ANNUAL COST TO COMPANY SALARY PACKAGE:**

R.....

You shall be paid a monthly Remuneration of: R.....

(Before deductions)

**2. RECORDABLE**

**2.1. It is recorded that –**

2.1.1. You have requested the Province to structure the total cost of your employment as set out in this Annexure, and it is recorded that you and the Province have negotiated successfully in respect of such restructuring.

2.1.2. The Province expects you to use your private motor vehicle in the performance of your Duties, which includes attending promotional and official events, training and development projects and other such Duties as the Province might stipulate from time to time. The travel allowance stipulated above is intended to defray such expenditure, and the allowance shall take into account the cost price of your motor vehicle and expected business kilometres travelled per annum.

2.1.3. The Province shall not be liable in any manner whatsoever should you be compelled to pay in any income tax as a result of his failure to keep such accurate records as required by law or where insufficient tax was deducted at your request.

2.1.4. The Match Fees, win and incentive payments are to be reflected separately on your pay slip and IRP 5.

- 2.1.5. The Province will pay the monthly Remuneration no later than the last day of the calendar month for which it is due, and any payments made on your behalf to service providers will be made no later than the 5<sup>th</sup> of the month following the month in which the deduction was made.
- 2.1.6. The Province shall be entitled to deduct from your Remuneration, with your prior obtained written consent as required in section 34(1) (a) and (b) and section 34(2) of the Basic Conditions of Employment Act, any amounts owing by you to the Province.

## **ANNEXURE 'B' – DISCLOSURES AND DECLARATIONS BY THE PLAYER**

### **HEALTH DECLARATION**

- Provide full details of any injury or illness which you are aware of (use additional pages if necessary):
- Provide details of any medical treatment you have received for any injury or illness that kept you from playing rugby for longer than 60 days:

### **DISCLOSURE RELATING TO INVOLVEMENT IN BUSINESS, EMPLOYMENT OR STUDIES AT AN EDUCATIONAL INSTITUTION**

- Business', Employer's/Educational Institution's name, address and telephone numbers:
- Player's Duties and working/study hours during the day:

### **DISCLOSURE RELATING TO ANY AGREEMENT, ARRANGEMENT OR COMMITMENT CONCERNING PLAYER ATTRIBUTES<sup>6</sup>**

- The Name(s) of the party/Parties with whom the player has concluded an agreement or made an agreement or commitment concerning the use of his image:
- The rights which the player has conferred on the other party/Parties to use his image:
- Details of any existing or proposed promotional, publicity or advertorial material:

---

<sup>6</sup> The Player's attention is drawn to the following definition of "Player Attributes" contained in the Collective Agreement : "Player Attributes" means the rights which the Players own and enjoy in respect of their persons, personalities and/or public profiles including, but not limited to, their names, images, likenesses, signatures, voices, reputations and biographical information ;

**ONBOARDING DOCUMENT**

**(All NEW contracts for rugby players in SA – Medical Aid, Insurance, Pension Fund)**

Name, Surname:

ID:

Cell number:  Your age:

Email:

Province:

Contract term:

Previously contracted with:

**Medical aid & number (indicate principle member):**

(Please indicate if SIMEKA should be contacting you for further advice, as the player's appointed adviser)

**Gross annual contract value (to determine injury benefit):**

**Pension fund minimum % contribution:**

Classified as Employee contribution (Part of total cost to company – included in contract value as per Industry Collective Agreement)

Signed by Employer

Signed by Player

Location signed

Date

To be communicated to MyPlayers Financial Services – [helga@my-players.com](mailto:helga@my-players.com)

**SCHEDULE 6**

**DEVELOPMENT PLAYER CONTRACT**

Between

---

(‘the Province’)

(insert legal name of contracting entity – as per Parties to Collective Agreement)

and

---

(‘the Player’)

(insert full names of the Player followed by Identification or Passport Number)

## **1. Employment by the Province**

- 1.1. The Province hereby contracts the Player as a Development Player to play rugby for the Province for the period \_\_\_\_\_ (insert Commencement Date) to \_\_\_\_\_ (insert termination date), and the Player agrees to be contracted as set out herein.
- 1.2. This contract is for a fixed-term and the Player acknowledges that, notwithstanding any previous renewals of his contract, and unless expressly advised to the contrary as set in Clause 1.3 hereof, he does not have any expectation of renewal of this contract, or of permanent employment beyond the termination date of this contract.
- 1.3. It is recorded that only the Chief Executive Officer of the Province is authorised to advise the Player of its intention to renew this contract, and the Player shall not rely on any representations or undertakings made or given by any other person in this regard.

## **2. Secondment to SARU**

- 2.1. The Player acknowledges and agrees that he may from time to time, and for varying periods, be seconded by the Province to the South African Rugby Union (hereinafter "SARU") to render rugby playing services to SARU and agrees to be so seconded.
- 2.2. Whilst seconded to SARU, the Player has Duties to both the Province and SARU, as specified in the South African Rugby Industry Collective Agreement between the South African Rugby Employers' Organisation (SAREO) and the South African Rugby Players' Association (SARPA), in force from time to time (hereinafter "The Collective Agreement"). The Player hereby acknowledges and agrees to such Duties.
- 2.3. The Player shall not be entitled to additional Remuneration, other than that provided for in this Player Contract, in respect of services rendered to SARU during the secondment period(s), save that the Player may be paid a Match Fee

and win-bonus by SARU as provided for in the Remuneration Agreement between SARU and SARPA.

### **3. Remuneration by the Province**

For performance of the Player's services hereunder, the Province shall remunerate the player as set out in Annexure `A' hereto.

### **4. Collective Agreement**

4.1. The remaining terms and conditions of employment applicable to the Player are as set out in the Collective Agreement. The Player hereby agrees to be bound by the terms of the Collective Agreement in so far as they relate to him.

4.2. It is recorded that the Collective Agreement is, by virtue of s23(1)(d) of the Labour Relations Act, 66 of 1995 (hereinafter "the Act"), binding on all Players are Members of the SARPA and that the Collective Agreement has also been made binding on all players who are not Members of SARPA through express incorporation, in the Collective Agreement, of the provisions of s23(1)(d) of the Act (hereinafter "s23(1)(d) of the Act"). If the player is bound by the Collective Agreement through the operation of s23(1)(d) of the Act, then, by signing this Agreement, the Player acknowledges that he is aware of being so bound. If for any reason the Player is not bound by the Collective Agreement through the operation of s23(1)(d) of the Act, then, by signing the Agreement, the Player agrees that all the provisions of the Collective Agreement shall, insofar as such provisions are intended to be binding on players, be binding on the Player, as if such provisions were specifically incorporated in this Agreement. The Player is advised to study the Collective Agreement, and seek advice on its interpretation if necessary, before signing this Agreement. A copy of the Collective Agreement will be made available to the Player by the Province, on the Player's request and is available on the SARPA and SARU websites.

## **5. Players' Collective Commercial Rights**

- 5.1. The Player's attention is specifically drawn to Clauses 54.1 to 54.3 of the Collective Agreement which provides as follows:
- 5.2. It is recorded that the Players Trust and SARU have concluded an agreement under which SARU has acquired the Players' Collective Commercial Rights of all Contracted Players who have transferred their Players' Collective Commercial Rights to the Players Trust. It is further noted that in terms of such agreement the Players Trust has granted to SARU the right to use such Players' Collective Commercial Rights which enables SARU to grant the Players Collective Commercial Rights to the Provinces;
- 5.3. Should the Players Trust at any time, and for any reason whatsoever, fail to obtain and or hold the Players' Collective Commercial Rights of any Player then the Province to whom the Player is contracted shall from the date on which the Players Trust fails to obtain or ceases to hold such right, have the right to use the Collective Commercial Rights of the Player by virtue of this Agreement at no cost;
- 5.4. Should a Player at any time subsequent to the conclusion of the SARU and Players Trust agreement and this Agreement, transfer to the Players Trust the right to use his Players' Collective Commercial Rights, then the use thereof shall be made available to the Province to which the Player is contracted, from the date on which the Player transfers such right to the Players Trust, in terms of the Players Trust and SARU agreement, and not from this Agreement.

## **6. Acknowledgements by the Player**

- 6.1. The Player acknowledges and accepts that –
  - 6.1.1. in terms of the provisions of World Rugby Regulation 4.9.1 neither his agent nor any other person shall induce or attempt to induce the Player to leave SARU, unless the prior written consent of SARU has been obtained;

- 6.1.2. In terms of the provisions of World Rugby Regulation 4.5.5 no overseas Union, Rugby Body or Club (as defined in the World Rugby Regulations) shall enter into any written agreement and/or arrangement of any kind that provides for and/or in any way facilitates third party influence and/or control over the Player's relationship with SARU for the duration of this Agreement;
- 6.1.3. In terms of the Provisions of World Rugby Regulation 4.6.4 SARU shall be entitled to refuse to give its consent to the issue of a Clearance if the Player has not fulfilled any of his obligations in terms of the Agreement, without which Clearance the Player shall in terms of World Rugby Regulation 4.6.1 not be eligible to participate in Competitions organised, recognized or sanctioned by any overseas Union the player may wish to play for; and
- 6.1.4. A breach of any of the above Duties will be material and may result in disciplinary action being taken against the Player which, in turn, could result in termination of this contract.

## **7. Declarations by the Player**

- 7.1. The Player declares that to the best of his knowledge and belief and saves as disclosed in Annexure 'B'–
- 7.1.1. he is free of any illness or injury that could affect his performance under this Agreement;
- 7.1.2. he is not involved in any employment, business or studies at an educational institution;
- 7.1.3. he is not bound by an individual agreement, arrangement or commitment concerning the use of his image by a party other than the Province or one of its Sponsors.

7.2. The Player hereby acknowledges and accepts that he shall, for the duration of his employment by the Province, be bound by the constitution, By-Laws and regulations of World Rugby, the South African Rugby Union and the Code of Conduct, Employee Guide and Policies of the Province.

**8. Protection of Personal Information Act**

The Player hereby agrees that his personal information (as defined in the Protection of Personal Information Act 4 of 2013) may be processed by the Province in as far as it is reasonably necessary for the Province to manage and conduct its day-to-day operations (excluding any of its commercial activities/operations and/or commercial program pertaining to the use of MyPlayers Collective Commercial Rights as such consent is dealt with in terms of clause 54 of the Collective Agreement).

DATED at ..... on this ..... day of .....

For and on behalf of the Province: \_\_\_\_\_

AS WITNESS: \_\_\_\_\_

DATED at ..... on this ..... day of .....

For and on behalf of the Player: \_\_\_\_\_

AS WITNESS: \_\_\_\_\_

**PERSONAL DETAILS:**

Initials:		Surname:	
First Name:		Second Name:	
ID Number:		Date of Birth:	
Marital Status:		Spouse's Name:	
Cell Number:		Email Address:	
Contract Date:		Expiring Date:	

Number of Dependents excluding you:	
-------------------------------------	--

**ADDRESS DETAILS:**

Unit Number:		Complex Name:	
Street Number:		Street Name:	
City/Town:		Suburb:	

Income Tax number:	
--------------------	--

**PAYMENT DETAILS:**

Bank Name:		Branch Code:	
Type of Account:		Branch Name:	
Account Number:		Account Holder:	

**CONTRACTUAL DETAILS:**

<i>Pension Fund</i> Contribution:	
Name of Medical Aid Fund:	
Name of Benefit Option/Plan:	
Monthly Premium:	

**CLEAR COPY OF ID DOCUMENT PROVIDED:**

Yes:	No:
------	-----

**ANNEXURE 'A' – REMUNERATION**

**1. TOTAL ANNUAL COST TO COMPANY SALARY PACKAGE:**

R.....

You shall be paid a monthly Remuneration of: R.....

(Before deductions)

**2. RECORDABLE**

2.1. It is recorded that –

2.1.1. You have requested the Province to structure the total cost of your employment as set out in this Annexure, and it is recorded that you and the Province have negotiated successfully in respect of such restructuring.

2.1.2. The Province expects you to use your private motor vehicle in the performance of your Duties, which includes attending promotional and official events, training and development projects and other such Duties as the Province might stipulate from time to time. The travel allowance stipulated above is intended to defray such expenditure, and the allowance shall take into account the cost price of your motor vehicle and expected business kilometres travelled per annum.

2.1.3. The Province shall not be liable in any manner whatsoever should you be compelled to pay in any income tax as a result of his failure to keep such accurate records as required by law or where insufficient tax was deducted at your request.

2.1.4. The Match Fees, win and incentive payments are to be reflected separately on your pay slip and IRP 5.

- 2.1.5. The Province will pay the monthly Remuneration no later than the last day of the calendar month for which it is due, and any payments made on your behalf to service providers will be made no later than the 5<sup>th</sup> of the month following the month in which the deduction was made.
- 2.1.6. The Province shall be entitled to deduct from your Remuneration, with your prior obtained written consent as required in section 34(1) (a) and (b) and section 34(2) of the Basic Conditions of Employment Act, any amounts owing by you to the Province.

## **ANNEXURE 'B' – DISCLOSURES AND DECLARATIONS BY THE PLAYER**

### **HEALTH DECLARATION**

- Provide full details of any injury or illness which you are aware of (use additional pages if necessary):
- Provide details of any medical treatment you have received for any injury or illness that kept you from playing rugby for longer than 60 days:

### **DISCLOSURE RELATING TO INVOLVEMENT IN BUSINESS, EMPLOYMENT OR STUDIES AT AN EDUCATIONAL INSTITUTION**

- Business', Employer's/Educational Institution's name, address and telephone numbers:
- Player's Duties and working/study hours during the day:

### **DISCLOSURE RELATING TO ANY AGREEMENT, ARRANGEMENT OR COMMITMENT CONCERNING PLAYER ATTRIBUTES<sup>7</sup>**

- The Name(s) of the party/Parties with whom the player has concluded an agreement or made an agreement or commitment concerning the use of his image:
- The rights which the player has conferred on the other party/Parties to use his image:
- Details of any existing or proposed promotional, publicity or advertorial material:

---

<sup>7</sup> The Player's attention is drawn to the following definition of "Player Attributes" contained in the Collective Agreement : "Player Attributes" means the rights which the Players own and enjoy in respect of their persons, personalities and/or public profiles including, but not limited to, their names, images, likenesses, signatures, voices, reputations and biographical information ;

**ONBOARDING DOCUMENT**

**(All NEW contracts for rugby players in SA – Medical Aid, Insurance, Pension Fund)**

Name, Surname:

ID:

Cell number:  Your age:

Email:

Province:

Contract term:

Previously contracted with:

**Medical aid & number (indicate principle member):**

(Please indicate if SIMEKA should be contacting you for further advice, as the player's appointed adviser)

**Gross annual contract value (to determine injury benefit):**

**Pension fund minimum % contribution:**

Classified as Employee contribution (Part of total cost to company – included in contract value as per Industry Collective Agreement)

Signed by Employer

Signed by Player

Location signed

Date

To be communicated to MyPlayers Financial Services – [helga@my-players.com](mailto:helga@my-players.com)

**SCHEDULE 7**

**FREE AGENT PLAYER CONTRACT**

Between

---

('the Province')

(insert legal name of contracting entity – as per Parties to Collective Agreement)

and

---

('the Player')

(insert full names of the Player followed by Identification or Passport Number)

## **1. Employment by the Province**

- 1.1 The Province hereby contracts the Player on a Free-Agent Basis to play rugby for the Province for the period \_\_\_\_\_ *[insert Commencement Date]* to \_\_\_\_\_ *[insert Termination Date]*, subject to the provisions of clause 1.2 below, and the Player agrees to be contracted as set out herein.
- 1.2 The Player shall be entitled to terminate this Player Contract, for whatever reason, on 14 (fourteen) days' notice to the Province.
- 1.3 This Player Contract is for a maximum duration as stipulated in clause 1.1 above and the Player acknowledges that, notwithstanding any previous renewals of his contract, and unless expressly advised to the contrary as set in Clause 1.4 hereof, he does not have any expectation of renewal of this contract, or of permanent employment beyond the termination date of this Player Contract.
- 1.4 It is recorded that only the Chief Executive Officer of the Province is authorised to advise the Player of its intention to renew this contract, and the Player shall not rely on any representations or undertakings made or given by any other person in this regard.

## **2. Secondment to SARU**

- 2.1 The Player acknowledges and agrees that he may from time to time, and for varying periods, be seconded by the Province to the South African Rugby Union (hereinafter "SARU") to render rugby playing services to SARU and agrees to be so seconded.
- 2.2 Whilst seconded to SARU, the Player has Duties to both the Province and SARU, as specified in the South African Rugby Industry Collective Agreement between the South African Rugby Employers' Organisation (SAREO) and the South African Rugby Players' Association (SARPA), in force from time to time (hereinafter "The Collective Agreement"). The Player hereby acknowledges and agrees to such Duties.

2.3 The Player shall not be entitled to additional Remuneration, other than that provided for in this Player Contract, in respect of services rendered to SARU during the secondment period(s), save that the Player may be paid a Match Fee and win-bonus by SARU as provided for in the Remuneration Agreement between SARU and SARPA.

### **3. Remuneration by the Province**

For performance of the Player's services hereunder, the Province shall remunerate the player as set out in Annexure 'A' hereto.

### **4. Collective Agreement**

4.1 The remaining terms and conditions of employment applicable to the Player are as set out in the Collective Agreement. The Player hereby agrees to be bound by the terms of the Collective Agreement in so far as they relate to him.

4.2 It is recorded that the Collective Agreement is, by virtue of s23(1)(d) of the Labour Relations Act, 66 of 1995 (hereinafter "the Act"), binding on all Players who are Members of SARPA and that the Collective Agreement has also been made binding on all players who are not Members of SARPA through express incorporation, in the Collective Agreement, of the provisions of s23(1)(d) of the Act (hereinafter "s23(1)(d) of the Act"). If the player is bound by the Collective Agreement through the operation of s23(1)(d) of the Act, then, by signing this Agreement, the Player acknowledges that he is aware of being so bound. If for any reason the Player is not bound by the Collective Agreement through the operation of s23(1)(d) of the Act, then, by signing the Agreement, the Player agrees that all the provisions of the Collective Agreement shall, insofar as such provisions are intended to be binding on players, be binding on the Player, as if such provisions were specifically incorporated in this Agreement. The Player is advised to study the Collective Agreement, and seek advice on its interpretation if necessary, before signing this Agreement. A copy of the Collective Agreement will be made available to the Player by the Province, on the Player's request and is available on the SARPA and SARU websites.

## **5. Players' Collective Commercial Rights**

5.1 The Player's attention is specifically drawn to clauses 54.1 to 54.3 of the Collective Agreement which provides as follows:

5.2 It is recorded that the Players Trust and SARU have concluded an agreement under which SARU has acquired the Players' Collective Commercial Rights of all Contracted Players who have transferred their Players' Collective Commercial Rights to the Players Trust. It is further noted that in terms of such agreement the Players Trust has granted to SARU the right to use such Players' Collective Commercial Rights which enables SARU to grant the Players Collective Commercial Rights to the Provinces;

5.3 Should the Players Trust at any time, and for any reason whatsoever, fail to obtain and or hold the Players' Collective Commercial Rights of any Player then the Province to whom the Player is contracted shall from the date on which the Players Trust fails to obtain or ceases to hold such right, have the right to use the Collective Commercial Rights of the Player by virtue of this Agreement at no cost;

5.4 Should a Player at any time subsequent to the conclusion of the SARU and Players Trust agreement and this Agreement, transfer to the Players Trust the right to use his Players' Collective Commercial Rights, then the use thereof shall be made available to the Province to which the Player is contracted, from the date on which the Player transfers such right to the Players Trust, in terms of the Players Trust and SARU agreement, and not from this Agreement.

## **6. Acknowledgements by the Player**

6.1 The Player acknowledges and accepts that –

6.1.1 in terms of the provisions of World Rugby Regulation 4.9.1 neither his agent nor any other person shall induce or attempt to induce the Player

to leave SARU, unless the prior written consent of SARU has been obtained;

6.1.2 In terms of the provisions of World Rugby Regulation 4.5.5 no overseas Union, Rugby Body or Club (as defined in the World Rugby Regulations) shall enter into any written agreement and/or arrangement of any kind that provides for and/or in any way facilitates third party influence and/or control over the Player's relationship with SARU for the duration of this Agreement;

6.1.3 In terms of the Provisions of World Rugby Regulation 4.6.4 SARU shall be entitled to refuse to give its consent to the issue of a Clearance if the Player has not fulfilled any of his obligations in terms of the Agreement, without which Clearance the Player shall in terms of World Rugby Regulation 4.6.1 not be eligible to participate in Competitions organised, recognized or sanctioned by any overseas Union the player may wish to play for; and

6.1.4 A breach of any of the above Duties will be material and may result in disciplinary action being taken against the Player which, in turn, could result in termination of this contract.

## **7. Declarations by the Player**

7.1 The Player declares that to the best of his knowledge and belief and saves as disclosed in Annexure 'B'—

7.1.1 he is free of any illness or injury that could affect his performance under this Agreement;

7.1.2 he is not involved in any employment, business or studies at an educational institution;

7.1.3 he is not bound by an individual agreement, arrangement or commitment concerning the use of his image by a party other than the Province or one of its Sponsors.

7.2 The Player hereby acknowledges and accepts that he shall, for the duration of his employment by the Province, be bound by the constitution, By-Laws and regulations of World Rugby, the South African Rugby Union and the Code of Conduct, Employee Guide and Policies of the Province.

**8. Protection of Personal Information Act**

The Player hereby agrees that his personal information (as defined in the Protection of Personal Information Act 4 of 2013) may be processed by the Province in as far as it is reasonably necessary for the Province to manage and conduct its day-to-day operations (excluding any of its commercial activities/operations and/or commercial program pertaining to the use of MyPlayers Collective Commercial Rights as such consent is dealt with in terms of clause 54 of the Collective Agreement).

DATED at ..... on this ..... day of .....

For and on behalf of the Province: \_\_\_\_\_

AS WITNESS: \_\_\_\_\_

DATED at ..... on this ..... day of .....

For and on behalf of the Player: \_\_\_\_\_

AS WITNESS: \_\_\_\_\_

**PERSONAL DETAILS:**

Initials:		Surname:	
First Name:		Second Name:	
ID Number:		Date of Birth:	
Marital Status:		Spouse's Name:	
Cell Number:		Email Address:	
Contract Date:		Expiring Date:	

Number of Dependents excluding you:	
-------------------------------------	--

**ADDRESS DETAILS:**

Unit Number:		Complex Name:	
Street Number:		Street Name:	
City/Town:		Suburb:	

Income Tax number:	
--------------------	--

**PAYMENT DETAILS:**

Bank Name:		Branch Code:	
Type of Account:		Branch Name:	
Account Number:		Account Holder:	

**CONTRACTUAL DETAILS:**

<i>Pension Fund</i> Contribution:	
Name of Medical Aid Fund:	
Name of Benefit Option/Plan:	
Monthly Premium:	

**CLEAR COPY OF ID DOCUMENT PROVIDED:**

Yes:	No:
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**ANNEXURE 'A' – REMUNERATION**

**2 TOTAL ANNUAL COST TO COMPANY SALARY PACKAGE:**

R.....

You shall be paid a monthly Remuneration of: R.....

(Before deductions)

**3 RECORDABLE**

2.2. It is recorded that –

2.2.1. You have requested the Province to structure the total cost of your employment as set out in this Annexure, and it is recorded that you and the Province have negotiated successfully in respect of such restructuring.

2.2.2. The Province expects you to use your private motor vehicle in the performance of your Duties, which includes attending promotional and official events, training and development projects and other such Duties as the Province might stipulate from time to time. The travel allowance stipulated above is intended to defray such expenditure, and the allowance shall take into account the cost price of your motor vehicle and expected business kilometres travelled per annum.

2.2.3. The Province shall not be liable in any manner whatsoever should you be compelled to pay in any income tax as a result of his failure to keep such accurate records as required by law or where insufficient tax was deducted at your request.

2.2.4. The Match Fees, win and incentive payments are to be reflected separately on your pay slip and IRP 5.

- 2.2.5. The Province will pay the monthly Remuneration no later than the last day of the calendar month for which it is due, and any payments made on your behalf to service providers will be made no later than the 5<sup>th</sup> of the month following the month in which the deduction was made.
- 2.2.6. The Province shall be entitled to deduct from your Remuneration, with your prior obtained written consent as required in section 34(1) (a) and (b) and section 34(2) of the Basic Conditions of Employment Act, any amounts owing by you to the Province.

## **ANNEXURE 'B' – DISCLOSURES AND DECLARATIONS BY THE PLAYER**

### **HEALTH DECLARATION**

- Provide full details of any injury or illness which you are aware of (use additional pages if necessary):
- Provide details of any medical treatment you have received for any injury or illness that kept you from playing rugby for longer than 60 days:

### **DISCLOSURE RELATING TO INVOLVEMENT IN BUSINESS, EMPLOYMENT OR STUDIES AT AN EDUCATIONAL INSTITUTION**

- Business', Employer's/Educational Institution's name, address and telephone numbers:
- Player's Duties and working/study hours during the day:

### **DISCLOSURE RELATING TO ANY AGREEMENT, ARRANGEMENT OR COMMITMENT CONCERNING PLAYER ATTRIBUTES<sup>8</sup>**

- The Name(s) of the party/Parties with whom the player has concluded an agreement or made an agreement or commitment concerning the use of his image:
- The rights which the player has conferred on the other party/Parties to use his image:
- Details of any existing or proposed promotional, publicity or advertorial material:

---

<sup>8</sup> The Player's attention is drawn to the following definition of "Player Attributes" contained in the Collective Agreement : "Player Attributes" means the rights which the Players own and enjoy in respect of their persons, personalities and/or public profiles including, but not limited to, their names, images, likenesses, signatures, voices, reputations and biographical information ;

**ONBOARDING DOCUMENT**

**(All NEW contracts for rugby players in SA – Medical Aid, Insurance, Pension Fund)**

Name, Surname:

ID:

Cell number:  Your age:

Email:

Province:

Contract term:

Previously contracted with:

**Medical aid & number (indicate principle member):**

(Please indicate if SIMEKA should be contacting you for further advice, as the player's appointed adviser)

**Gross annual contract value (to determine injury benefit):**

**Pension fund minimum % contribution:**

Classified as Employee contribution (Part of total cost to company – included in contract value as per Industry Collective Agreement)

Signed by Employer

Signed by Player

Location signed

Date

To be communicated to MyPlayers Financial Services – [helga@my-players.com](mailto:helga@my-players.com)

**SCHEDULE 8**

**CLUB PLAYER CONTRACT**

Between

---

('the Province')

(insert legal name of contracting entity – as per Parties to Collective Agreement)

and

---

('the Player')

(insert full names of the Player followed by Identification or Passport Number)

## **1. Employment by the Province**

- 1.1 The Province hereby contracts the Player to play rugby for the Province for the period \_\_\_\_\_ (insert Commencement Date) to \_\_\_\_\_ (insert termination date] and the Player agrees to be contracted as set out herein.
- 1.2 This Player Contract is for a maximum duration as stipulated in clause 1.1 above and the Player acknowledges that, notwithstanding any previous renewals of his contract, and unless expressly advised to the contrary as set in Clause 1.3 hereof, he does not have any expectation of renewal of this contract, or of permanent employment beyond the termination date of this Player Contract.
- 1.3 It is recorded that only the Chief Executive Officer of the Province is authorised to advise the Player of its intention to renew this Player Contract, and the Player shall not rely on any representations or undertakings made or given by any other person in this regard.

## **2 Special Provisions relating to the working time and secondment**

It is recorded that in terms of the South African Rugby Industry Collective Agreement concluded between the South African Rugby Employers' Organisation (SAREO), the South African Rugby Players Association ("SARPA") and the South African Rugby Union ("SARU") regulating the Player's employment (hereinafter "the Collective Agreement"), the Player is expressly entitled to take up employment or studies which shall be accommodated by the Province when determining the Player's Duties to the Province, including the Player's playing and training obligations. The Player and the Province hereby agree to commit to working together in good faith to ensure the most harmonious co-existence of the Player's obligations to the Province and his commitment and obligations to his employment or studies. To this end, the Player shall, as required by Annexure B, make full disclosure to the Province of his employment and study commitments.

### **3 Secondment to SARU**

3.1 The Player may from time to time, and for varying periods, be seconded by the Province to SARU to render rugby playing services to SARU, and the Player agrees to be so seconded. Whilst seconded to SARU, the Player has Duties to both the Province and SARU, as specified in the Collective Agreement. The Player hereby acknowledges and agrees to such Duties.

3.2 The Player shall not be entitled to additional Remuneration, other than that provided for in this Player Contract, in respect of services rendered to SARU during the secondment period(s), save that the Player may be paid a Match Fee and win-bonus by SARU as provided for in the Remuneration Agreement between SARU and SARPA.

### **4 Remuneration by the Province**

For performance of the Player's services hereunder, the Province shall remunerate the player on a Match Fee basis as set out in Annexure 'A' hereto.

### **5 Collective Agreement**

5.1 The remaining terms and conditions of employment applicable to the Player are as set out in the Collective Agreement. The Player hereby agrees to be bound by the terms of the Collective Agreement in so far as they relate to him.

5.2 It is recorded that the Collective Agreement is, by virtue of s23(1)(d) of the Labour Relations Act, 66 of 1995 (hereinafter "the Act"), binding on all Players who are Members of the SARPA and that the Collective Agreement has been made binding on all Players who are not Members of SARPA through express incorporation, in the Collective Agreement, of the provisions of s23(1)(d) of the Act (hereinafter "s23(1)(d) of the Act"). If the Player is bound by the Collective Agreement through the operation of s23(1)(d) of the Act, then, by signing this Player Contract, the Player acknowledges that he is aware of being so bound. If for any reason the Player is not bound by the Collective Agreement through the operation of s23(1)(d) of the Act, then, by signing this Player Contract the

Player agrees that all the provisions of the Collective Agreement shall, insofar as such provisions are intended to be binding on Players, be binding on the Player, as if such provisions were specifically incorporated in this Agreement. The Player is advised to study the Collective Agreement, and seek advice on its interpretation if necessary, before signing this Player Contract. A copy of the Collective Agreement will be made available to the Player by the Province, on the Player's request and is available on the SARPA and SARU websites.

## **6 Acknowledgements by the Player**

6.1 The Player acknowledges and accepts that –

6.1.1 In terms of the Provisions of World Rugby Regulation 4.6.4 SARU shall be entitled to refuse to give its consent to the issue of a Clearance if the Player has not fulfilled any of his obligations in terms of this Player Contract and the Collective Agreement, without which Clearance the Player shall in terms of World Rugby Regulation 4.6.1 not be eligible to participate in Competitions organised, recognized or sanctioned by any overseas Union the player may wish to play for; and

6.1.2 A breach of any of the Duties of the Player will be material and may result in disciplinary action being taken against the Player which, in turn, could result in termination of this Player Contract.

## **7 Declarations by the Player**

7.1 The Player declares that to the best of his knowledge and belief and save as disclosed in Annexure 'B'–

7.1.1 he is free of any illness or injury that could affect his performance under this Agreement;

7.1.2 he is not bound by an individual agreement, arrangement or commitment concerning the use of his image by a party other than the Province or one of its Sponsors.

7.2 The Player hereby acknowledges and accepts that he shall, for the duration of his employment by the Province, be bound by the constitution, By-Laws and regulations of World Rugby, the SARU and the Code of Conduct, Employee Guide and Policies of the Province.

**8. Protection of Personal Information**

The Player hereby agrees that his personal information (as defined in the Protection of Personal Information Act 4 of 2013) may be processed by the Province in as far as it is reasonably necessary for the Province to manage and conduct its day-to-day operations (excluding any of its commercial activities/operations and/or commercial program pertaining to the use of MyPlayers Collective Commercial Rights as such consent is dealt with in terms of clause 54 of the Collective Agreement).

DATED at ..... on this ..... day of .....

For and on behalf of the Province: \_\_\_\_\_

AS WITNESS: \_\_\_\_\_

DATED at ..... on this ..... day of .....

For and on behalf of the Player: \_\_\_\_\_

AS WITNESS: \_\_\_\_\_

**PERSONAL DETAILS:**

Initials:		Surname:	
First Name:		Second Name:	
ID Number:		Date of Birth:	
Marital Status:		Spouse's Name:	
Cell Number:		Email Address:	
Contract Date:		Expiring Date:	

Number of Dependents excluding you:	
-------------------------------------	--

**ADDRESS DETAILS:**

Unit Number:		Complex Name:	
Street Number:		Street Name:	
City/Town:		Suburb:	

Income Tax number:	
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**PAYMENT DETAILS:**

Bank Name:		Branch Code:	
Type of Account:		Branch Name:	
Account Number:		Account Holder:	

**CONTRACTUAL DETAILS:**

<i>Pension Fund</i> Contribution:	
Name of Medical Aid Fund:	
Name of Benefit Option/Plan:	
Membership Number:	

**CLEAR COPY OF ID DOCUMENT PROVIDED:**

Yes:	No:
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## **ANNEXURE 'A' – REMUNERATION**

### **3. MATCH FEE**

You shall be paid R \_\_\_\_\_ per Match played for the Province.

### **4. RECORDABLE**

#### **2.2. It is recorded that –**

2.1.1 The Province expects you to use your private motor vehicle in the performance of your Duties, which includes attending promotional and official events, training and development projects and other such Duties as the Province might stipulate from time to time.

2.1.2 The Province shall not be liable in any manner whatsoever should you be compelled to pay in any income tax as a result of your failure to keep such accurate records as required by law or where insufficient tax was deducted at your request.

2.1.3 The Province will pay the Match Fee no later than seven days following the relevant Match.

2.1.4 The Province shall be entitled to deduct from your Match Fee, with your prior obtained written consent as required in section 34(1) (a) and (b) and section 34(2) of the Basic Conditions of Employment Act, any amounts owing by you to the Province.

## **ANNEXURE 'B' – DISCLOSURES AND DECLARATIONS BY THE PLAYER**

### **HEALTH DECLARATION**

- Provide full details of any injury or illness which you are aware of (use additional pages if necessary):
- Provide details of any medical treatment you have received for any injury or illness that kept you from playing rugby for longer than 60 days:

### **DISCLOSURE RELATING TO INVOLVEMENT IN BUSINESS, EMPLOYMENT OR STUDIES AT AN EDUCATIONAL INSTITUTION**

- Business', Employer's/Educational Institution's name, address and telephone numbers:
- Player's Duties and working/study hours during the day:

### **DISCLOSURE RELATING TO ANY AGREEMENT, ARRANGEMENT OR COMMITMENT CONCERNING PLAYER ATTRIBUTES<sup>a</sup>**

- The Name(s) of the party/Parties with whom the player has concluded an agreement or made an agreement or commitment concerning the use of his image:
- The rights which the player has conferred on the other party/Parties to use his image:
- Details of any existing or proposed promotional, publicity or advertorial material

---

<sup>a</sup> The Player's attention is drawn to the following definition of "Player Attributes" contained in the Collective Agreement : "Player Attributes" means the rights which the Players own and enjoy in respect of their persons, personalities and/or public profiles including, but not limited to, their names, images, likenesses, signatures, voices, reputations and biographical information ;

**SCHEDULE 9**

**REMUNERATION AGREEMENT – SPRINGBOK  
2020 – 2023**

entered into by and between

**The South African Rugby Union**

**("SARU")**

and

**The South African Rugby Players Association**

**("SARPA")**

## 1 DEFINITIONS

In this Agreement the following expressions and words have the meanings assigned to them and derivative expressions and words will have a corresponding meaning:

- 1.1 **“Agreement”** means this agreement;
- 1.2 **“International Player”** means an overseas contracted player who has played in international provincial competitions for South African teams for at least 3 (three) years or who has played in international competitions for the Springboks for at least 4 (four) years;
- 1.3 **“Match”** means any rugby match played for the Springboks;
- 1.4 **“National Program”** means the program in terms of which SARU and the Provinces have identified PONIs to form part of the national professional rugby player pool;
- 1.5 **“Non-Contributing International Player”** means an overseas contracted player younger than 27 years of age who has elected not to play any international provincial competitions for South African teams for the last 3 years or international competitions for the Springboks for the last 4 years;
- 1.6 **“Non-PONI Player”** means a provincially contracted player who has not been identified as a PONI Player, but has been selected to provide rugby-playing services to SARU on an ad hoc basis for the Springboks;
- 1.7 **“Parties”** means SARU and SARPA and **“Party”** refers to either SARU or SARPA, as the context may require;
- 1.8 **“Players”** means an International Player, Non-Contributing International Player, Non-PONI Player and PONI Player;

- 1.9 **“PONI Player”** means a provincially contracted player who has been identified as a player of national interest and whose Province receives a financial contribution from SARU;
- 1.10 **“PONI threshold”** means an amount of R 1 515 000.00 (one million five hundred and fifteen thousand Rand) \* per annum;
- 1.11 **“Pool Fund”** means the minimum amount of R 62 000 000.00 (sixty-two million Rand) per year during the period 2020 to 2023;
- 1.12 **“Province”** means a provincial union member as defined in SARU’s constitution and includes the company or other entity conducting and responsible for such provincial union’s commercial activities and its professional rugby business;
- 1.13 **“SARPA”** means the South African Rugby Players Association;
- \* the threshold amount is R1 514 964m which equates to a match fee of R126 247k multiplied by 12 test matches per year, rounded off to R1 515 000m.
- 1.14 **“SARU”** means the South African Rugby Union;
- 1.15 **“Signature Date”** means the date of signature of this Agreement by the Party signing last in time;
- 1.16 **“Springboks”** means the senior male national team selected to represent South Africa in international competitions and Matches;
- 1.17 **“Springbok Training Squad”** means the group of Players identified by SARU for possible selection as Springboks;
- 1.18 **“Springbok Match-Day Squad”** means the match-day 23 players selected from the Springbok Training Squad;

1.19 **“Substantive Agreement”** means the agreement between SARU and SARPA regulating the terms and conditions of employment applicable to the national rugby team players; and

1.20 **“Termination Date”** means 31 December 2023.

## **2 INTERPRETATION**

This Agreement shall be subject to the following rules of interpretation.

2.1 Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this Agreement.

2.2 References to:

2.2.1 persons shall include companies, corporations and partnerships;

2.2.1 any party shall, where relevant, be deemed to be references to, or to include, as appropriate, their respective successors or permitted assigns;

2.2.2 the singular shall include the plural and vice versa; and

2.2.3 any one gender shall include a reference to the other gender.

## **3 INTRODUCTION**

3.1 SARU and SARPA have agreed that the Pool Fund will be made available as part of the consideration payable to Players representing the Springboks for the period 2020 to 2023.

3.2 The main purpose of the Pool Fund is to financially contribute towards the consideration payable to Players as detailed in the National Program.

3.3 The Parties have therefore in accordance with the terms of this Agreement agreed on how the Pool Fund will be allocated.

#### **4 DURATION**

This Agreement shall commence on the Signature Date and shall terminate on the Termination Date.

#### **5 PONI CONTRACTS**

5.1 The PONI Player will enter into an employment contract with a Province in terms of which he will receive his total remuneration.

5.2 SARU and the Province will enter into a separate agreement in terms of which SARU will contribute a specified portion of the Pool Fund towards the PONI Player's remuneration paid to him in terms of his employment contract with the Province ("**PONI Contract**").

5.3 PONI Contracts shall be awarded at the discretion of SARU and will form part of the joint contracting process between SARU and the applicable Province.

5.4 PONI Contracts shall be effective and payable from 1 November 2019.

5.5 There will be no limit to the number of PONI Contracts that could be awarded.

5.6 The minimum duration of a PONI Contract will be 1 (one) year with the maximum being 4 (four) years.

5.7 PONI Contracts shall be offered by the end of February of a particular year and for ad-hoc cases later as agreed to by the parties.

5.8 Written records in a form of a list of PONI Contracts awarded shall be kept by SARU. The written records must stipulate the duration of, and the contribution payable in terms of each PONI Contract.

5.9 SARU shall provide SARPA with a copy of these records on a quarterly basis.

5.10 SARU must spend the full Pool Fund on PONI Player during any given year.

## 6 MATCH FEES

6.1 PONI Players in the Springbok Match-Day Squad:

6.1.1 earning above the PONI threshold will be paid R 63 124.00 (sixty-three thousand one hundred and twenty-four Rand) in respect of that Match; and

6.1.2 earning below the PONI threshold, will be paid a Match fee equal to the difference between the PONI Threshold and the PONI Contribution stipulated in the PONI Contract divided by 12 test matches \*\* on condition that the Match Fee shall not be less than R63 124.00 (sixty-three thousand one hundred and twenty-four Rand).

6.2 For the avoidance of doubt, Match fees will be apportioned in accordance with the number of Matches played in a year and can't be less than R63 124.00 (sixty-three thousand one hundred and twenty-four Rand) per Match except as provided for in 6.4 below.

6.3 Non-PONI Players in the Springbok Match-Day Squad will be paid R 126 247.00 (one hundred and twenty-six thousand two hundred and forty-seven Rand) in respect of that Match.

\*\* for example: Calculation of a **Match Fee**: PONI Threshold (R1.515m) – PONI Contribution (e.g., R700k) = R815k/12 test matches = **Match Fee (R67 917.00)**

6.4 Non-Contributing International Players in the Springbok Match-Day Squad will be paid R47 974.00 (forty-seven thousand nine hundred and seventy-four Rand) in respect of that Match.

6.5 International Players in the Springbok Match-Day Squad will be paid R126 247.00 (one hundred twenty-six thousand two hundred and forty-seven Rand) in respect of that Match.

## **7 NON-PLAYING SQUAD FEES**

7.1 Each Player who is not selected for the Springbok Match-Day Squad will receive an amount of R47 974,00 (forty-seven thousand nine hundred and seventy-four Rand) for the week leading up to a Match.

7.2 All Players in the Springbok Training Squad who are released to play for their Provinces will be paid on a *pro rata* basis for each day spent with the Springboks at R 6 853.00 (six thousand eight hundred and fifty-three Rand) a day. Notwithstanding the provisions of clause 7.1 above, a Player who is not selected for the Springbok Match-Day squad, but who is nevertheless selected to be the 24th and 25th Player for the Springboks for any particular Match, will be paid an amount of R 63 124.00 (sixty-three thousand one hundred and twenty-four Rand) in respect of such Match.

## **8 SPRINGBOK CAMPS**

8.1 In the event that SARU holds a camp overseas, SARU will pay Non-PONI Players, International Players and Non-Contributing International Players in the squad an amount of R47 974.00 (forty-seven thousand nine hundred and seventy-four Rand) per week or a pro-rata share thereof.

8.2 During a bye week, SARU will offer and provide return flights for the Players at the commencement of the bye-week to an airport closest to their home provinces or place of residence, whichever is applicable. The squad may reconvene later during that same week provided it's for purposes of preparing for a Match that is played in the following week.

8.3 In the event that SARU holds a camp in South Africa that extends over more than 5 consecutive days, SARU will offer and provide return flights for Players to an airport closest to their home provinces or place of residence, whichever is

applicable, after five days. The Player will be allowed to spend at least 2 off-days at such destination before returning for re-commencement of the camp.

8.4 For the avoidance of doubt SARU would only require the Players to deliver services during weekends on the following occasions:

8.4.1 Playing Matches;

8.4.2 Weekend following a bye-week referred to in 8.2. above and in preparation of a Match that will be played in the following week;

8.4.3 Alignment camps; and

8.4.4 Any other weekend as agreed to between SARU and SARPA.

## **9 REMUNERATION AGREEMENTS 2021 – 2023**

All amounts detailed in this Agreement will increase in accordance with the Consumer Price Index (“CPI”), as quoted by the South African Reserve Bank from time to time, on the 1st of January each year, commencing 1 January 2021.

## **10 PAYMENTS**

All payments referred to in this Agreement shall be done within 60 (sixty) days after a particular Match has been played.

## **11 CONFIDENTIAL INFORMATION**

Each Party shall treat and hold as confidential the existence and terms of this Agreement and all information which it may receive from the other Party or which becomes known to it concerning the other Party during the term of this Agreement and which is identified as being confidential or proprietary at the time of disclosure or has the necessary quality of confidentiality about it.

## **12 SUBSTANTIVE AGREEMENT**

12.1 All Players will automatically be subjected to and be bound by all the terms and conditions of employment stated in the Substantive Agreement.

12.2 This Agreement is intended to be in addition and supplementary to the Substantive Agreement.

## **13 GENERAL**

### **13.1 Whole Agreement**

This Agreement constitutes the entire agreement between the Parties in respect of the subject matter hereof and neither Party shall be bound by any undertakings, representations, warranties or promises not recorded in this Agreement.

### **13.2 No Variation**

No variation or consensual cancellation of this Agreement and no addition to this Agreement shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorised representatives.

### **13.3 Waiver**

No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

#### 13.4 **Severability**

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.

#### 13.5 **Applicable Law**

This Agreement will be governed by and construed in accordance with the laws of the Republic of South Africa.

#### 13.6 **Survival**

Notwithstanding termination of this Agreement, any clause which, from the context, contemplates ongoing rights and obligations of the Parties, shall survive such termination and continue to be of full force and effect.

#### 13.7 **Counterparts**

This Agreement may be executed by each of the Parties in different counterparts, each of which, when so executed, shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement. An agreement bearing at least one original signature and other faxed or scanned signatures shall be deemed to be an original version of this Agreement.

Signed at PLATTEKLOOF on this            day of            2020

\_\_\_\_\_  
For and on behalf of SARU            (Print Name and Surname)

\_\_\_\_\_  
Witness for SARU            (Print Name and Surname)

SIGNED at PLATTEKLOOF on this            day of            2020

\_\_\_\_\_  
For and on behalf of SARPA            (Print Name and Surname)

\_\_\_\_\_  
Witness for SARPA            (Print Name and Surname)

**SCHEDULE 10**

**REMUNERATION AGREEMENT –  
SA A TEAM**

entered into by and  
between

**SOUTH AFRICAN  
RUGBY UNION (“SARU”)**

and

**SOUTH AFRICAN RUGBY PLAYERS  
ASSOCIATION (“SARPA”)**

## 1. DEFINITIONS AND INTERPRETATION

The definitions in the Substantive Agreement shall apply to this Agreement and in the event of any inconsistency, the definitions in the Substantive Agreement shall prevail. The following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings:

- 1.1. **"Agreement"** means this agreement, as amended from time to time;
- 1.2. **"Parties"** means the parties to this Agreement, being SARU and SARPA,
- 1.3. **"Party"** means any one of them as the context may indicate;
- 1.4. **"Match"** means a match in which the SA A Team participates during the Period;
- 1.5. **"Match Week"** means the 7 (seven) days leading up to a Match, including the day of the Match;
- 1.6. **"Period"** means the period between 1 July 2020 and 31 December 2023;
- 1.7. **"Player"** means a player selected to the SA A;
- 1.8. **"PONI Player"** means a Player of National Interest, as identified by SARU and the Provinces, who has been awarded a contract by a
- 1.9. **"SA Under A Squad"** means the group of players selected from time to time by SARU which players have the potential to be selected to the Springboks, being the senior male national rugby team;
- 1.10. **"SARPA"** means the South African Rugby Players Association;
- 1.11. **"SARU"** means the South African Rugby Union, an incorporated association of persons with perpetual succession and juristic personality, being the national controlling body and custodian of rugby in South Africa;

- 1.12. **“Substantive Agreement”** means the agreement between SARU and SARPA regulating the terms and conditions of employment applicable to Players contracted to SARU;

## **2. INTRODUCTION**

- 2.1 The purpose of this Agreement is to regulate the terms and conditions regarding the payment of fees to each player in the SA A Team during the Period.

- 2.2 The Parties wish to record their agreement in writing.

## **3. FEES**

### **3.1. Players in the match day 23-man squad**

During the Period, each Player in the SA A Team match day 23-man squad shall earn a fee of R38 000.00 (thirty-eight thousand rand) per Match.

### **3.2. Players not in the match day 23-man squad**

Each Player in the SA A Team not in the match day 23-man squad shall earn R4 253.00 (four thousand two hundred and fifty-three rand) per day.

- 3.3 All amounts referred to in this Agreement will increase annually during the term by CPI as at 30 November of the previous year.

## **4. INTERNATIONAL AND LOCAL MATCHES**

All amounts mentioned above will apply to all Matches played locally and internationally.

**5. SUBSTANTIVE AGREEMENT**

5.1. All players in the team selected to play for the SA A Team will automatically be subjected to and be bound by all the terms and conditions of employment stated in the Substantive Agreement.

5.2. This Agreement is intended to be in addition and supplementary to the Substantive Agreement.

Signed at PLATTEKLOOF on \_\_\_\_\_ 2020.

\_\_\_\_\_

For and on behalf of **SARU**

\_\_\_\_\_

(Print Name and Surname)

\_\_\_\_\_

Witness for **SARU**

\_\_\_\_\_

(Print name and Surname)

Signed at PLATTEKLOOF on \_\_\_\_\_ 2020.

\_\_\_\_\_

For and on behalf of **SARPA**

\_\_\_\_\_

(Print name and Surname)

\_\_\_\_\_

Witness for **SARPA**

\_\_\_\_\_

(Print Name and Surname)

**SCHEDULE 11**

**REMUNERATION AGREEMENT – SA UNDER 23**

entered into by and  
between

**SOUTH AFRICAN  
RUGBY UNION (“SARU”)**

and

**SOUTH AFRICAN RUGBY PLAYERS  
ASSOCIATION (“SARPA”)**

## 1. DEFINITIONS AND INTERPRETATION

1.1. The definitions in the Substantive Agreement shall apply to this Agreement and in the event of any inconsistency, the definitions in the Substantive Agreement shall prevail. The following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings:

1.1.1 **"Agreement"** means this agreement, as amended from time to time;

1.1.2 **"Parties"** means the parties to this Agreement, being SARU and SARPA, and **"Party"** means any one of them as the context may indicate;

1.1.3 **"Match"** means a match in which the SA Under 23 Team participates during the Period;

1.1.4 **"Match Week"** means the 7 (seven) days leading up to a Match, including the day of the Match;

1.1.5 **"Period"** means the period between 1 October 2020 and 31 December 2023;

1.1.6 **"Player"** means a player selected to the SA Under 23 squad;

1.1.7 **"PONI Player"** means a Player of National Interest, as identified by SARU and the Provinces, who has been awarded a contract by a Province;

1.1.8 **"SA Under 23 Squad"** means the group of players selected from time to time by SARU who is contracted to a Province and at the time of selection 23 years of age or younger and which includes a Poni-Player ;

1.1.9 **"SARPA"** means the South African Rugby Players Association;

1.1.10 **"SARU"** means the South African Rugby Union, an incorporated association of persons with perpetual succession and juristic personality, being the national controlling body and custodian of rugby in South Africa;

1.1.11 **"Substantive Agreement"** means the agreement between SARU and SARPA regulating the terms and conditions of employment applicable to Players contracted to SARU;

## **2. INTRODUCTION**

2.1. The purpose of this Agreement is to regulate the terms and conditions regarding the payment of fees to each player in the SA Under 23 Team during the Period.

2.2. The Parties wish to record their agreement in writing.

## **3. FEES**

### **3.1. Players in the match day 23-man squad**

During the Period, each Player in the SA Under 23 Team match day 23-man squad shall earn a fee of R20 000.00 (twenty thousand rand) per Match.

### **3.2. Players not in the match day 23-man squad**

Each Player in the SA Under 23 Team not in the match day 23-man squad shall earn R 2 126.00 (two thousand one hundred and twenty-six rand) per day during the Match Week.

3.3. The amounts above will increase annually during the term by CPI as at 30 November of the previous year.

**4. INTERNATIONAL AND LOCAL MATCHES**

All amounts mentioned above will apply to all Matches played locally and internationally.

**5. SUBSTANTIVE AGREEMENT**

5.1. All players in the team selected to play for the SA Under 23 Team will automatically be subjected to and be bound by all the terms and conditions of employment stated in the Substantive Agreement.

5.2. This Agreement is intended to be in addition and supplementary to the Substantive Agreement.

**Signed at PLATTEKLOOF on \_\_\_\_\_ 2020.**

\_\_\_\_\_

For and on behalf of **SARU**

\_\_\_\_\_

(Print Name and Surname)

\_\_\_\_\_

Witness for **SARU**

\_\_\_\_\_

(Print name and Surname)

**Signed at PLATTEKLOOF on \_\_\_\_\_ 2020.**

\_\_\_\_\_

For and on behalf of **SARPA**

\_\_\_\_\_

(Print name and Surname)

\_\_\_\_\_

Witness for **SARPA** (Print Name and Surname)

**SCHEDULE 12**

**REMUNERATION AGREEMENT – SPRINGBOK SEVENS AND SEVENS  
ACADEMY PLAYERS**

entered into between

**THE SOUTH AFRICAN RUGBY UNION**

and

**THE SOUTH AFRICAN RUGBY PLAYERS ASSOCIATION**

## **PARTIES:**

This Agreement is made between:

- (1) **The South African Rugby Union**, an association of persons with perpetual succession and juristic personality (**SARU**); and
- (2) **The South African Rugby Players Association**, a registered trade union with registration number LR2/6/2/643 (**SARPA**).

## **WHEREAS**

- A. The Parties have agreed the terms and conditions upon which the Springbok Sevens and Sevens Academy players will be remunerated for the period 1 January 2020 to 31 December 2023.
- B. The Parties now wish to record the terms of their agreement in writing.

## **IT IS AGREED AS FOLLOWS:**

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

For the purposes of this Agreement and the preamble above, unless the context requires otherwise:

- 1.1.1 **Agreement** means this agreement and includes any and all of the annexure thereto;
- 1.1.2 **Participating Player** means any player who participates in a seven tournament irrespective of whether he or she was included in the playing squad or not;
- 1.1.3 **Parties** means the parties to this Agreement;

1.1.4 **Substantive Agreement** means the agreement regulating the employment relationship between SARU and all national players;

1.1.5 **Springbok Sevens** means members of the South African national male rugby sevens team competing in accordance with World Rugby Sevens player code;

1.1.6 **Sevens Academy** means the SARU academy at Stellenbosch Academy of Sport;

## 1.2 Interpretation

1.2.1 In addition to the definitions in clause 1.1, unless the context requires otherwise:

1.2.1.1 the singular shall include the plural and *vice versa*;

1.2.1.2 a reference to any one gender, whether masculine, feminine or neuter, includes the other.

1.2.2 All the headings and sub-headings in this Agreement are for convenience only and are not to be taken into account for the purposes of interpreting same.

## 2. TERM

This Agreement will commence on 1 January 2020 and will terminate on 31 December 2023.

## 3. RETAINER CONTRACTS

3.1 The total amount of money that SARU will make available for the payment of retainers is R14 887 700.00 (fourteen million eight hundred and eighty-seven thousand seven hundred Rand) per annum (**"the Retainer Pool"**).

3.2 The Retainer Pool is the total amount available for both the Springbok Sevens players as well as the Sevens Academy Players.

3.3 The Retainer Pool will be allocated as follows:

3.3.1 80% (eighty percent) to the Springbok Sevens Players; and

3.3.2 20% (twenty percent) to the Sevens Academy Players.

3.4 No minimum number of player contracts is prescribed to be concluded in any given year and the individual player contracts shall be awarded in the sole discretion of SARU.

3.5 The minimum retainer amount to be paid to a Springbok Sevens Player is an amount of R285 844.00 (two hundred and eighty-five thousand eight hundred and forty-four Rand) per annum.

3.6 The minimum retainer amount to be paid to a Sevens Academy Player is an amount of R157 214.00 (one hundred and fifty-seven thousand two hundred and fourteen Rand) per annum.

3.7 Payment of retainer amounts shall be made monthly in terms of SARU's ordinary payroll.

#### **4. TOURNAMENT FEES**

The total amount of money that SARU will make available for tournament fees is R4 644 962.00 (four million six hundred and forty-four thousand nine hundred and sixty-two Rand).

## **5. WIN BONUSES**

### **5.1 WORLD RUGBY SERIES WIN BONUS:**

5.1.1 If the Springbok Sevens win the 2020 World Rugby Series, an amount of R1 641 220.00 (one million six hundred and forty-one thousand two hundred and twenty Rand) will be paid to the Participating Players collectively;

5.1.2 If the Springbok Sevens are Runners-up in the 2020 World Rugby Series, an amount of R1 262 477.00 (one million two hundred and sixty-two thousand four hundred and seventy-seven Rand) will be paid to the Participating Players collectively;

5.1.3 If the Springbok Sevens end third in the 2020 World Rugby Series, an amount of R883 734.00 (eight hundred and eighty-three thousand rand seven hundred and thirty-four Rand) will be paid to the Participating Players collectively;

5.1.4 The amounts to be paid in terms of what is set out above will be divided amongst the Participating Players according to how many tournaments the respective player participated in during the World Rugby Series in a particular season. (Example: If 12 (twelve) players participated in all 10 (ten) tournaments, the lump sum will be divided into 12 (twelve) parts and be distributed to those players).

### **5.2 WORLD RUGBY SERIES TOURNAMENT WIN BONUS**

5.2.1. If the Springbok Sevens win a World Rugby Series tournament, an amount of R30 000.00 (thirty thousand Rand) will be paid to each Participating Player;

5.2.2 If the Springbok Sevens are the Runners-up in a World Rugby Series tournament semi-final, an amount of R20 000.00 (twenty thousand Rand) will be paid to each Participating Player;

- 5.2.3 If the Springbok Sevens end third in a World Rugby Series tournament, an amount of R10 000.00 (ten thousand Rand) will be paid to each Participating Player;
- 5.2.4 If the Springbok Sevens end fourth in a World Rugby Series tournament, an amount of R5 000 (five thousand Rand) will be paid to each Participating Player;
- 5.2.5 Payment of the amounts referred to above shall be made by SARU to the Participating Players no later than 60 (sixty) days after the end of the tournament.

## **6. TOURNAMENT SELECTION FEES**

- 6.1 SARU shall pay a tournament selection fee of R5 000.00 (five thousand Rand) per World Rugby Tournament to each player included in the Springbok Sevens squad for a particular tournament.
- 6.2 Payment of the amounts referred to above shall be made by SARU to the Participating Players within 60 (sixty) days after the end of the tournament.

## **7. NON-CONTRACTED PLAYERS**

### **7.1 Injury Benefit**

- 7.1.1 Should a Non-Contracted player be injured whilst participating in any official training session or match involving the Springbok Sevens or the Sevens Academy, and such player is injured for longer than 3 (three) weeks, such player will be paid a once-off benefit payment of R20 000.00 (twenty thousand Rand).
- 7.1.2 Payment of the once-off injury benefit will be paid within 60 (sixty) days from the date when the injury occurred.

## **8. DAILY REMUENRATION**

- 8.1 Non-Contracted players (excluding provincial players contracted in terms of the Collective Agreement between SARPA and SAREO) invited to participate in official training camps and/or tournaments will be paid a daily remuneration of a minimum of R1 000.00 (one thousand Rand) with a maximum of R22 000.00 (twenty-two thousand Rand) per month.
- 8.2 The daily remuneration will be paid monthly before the end of the month in which the Springbok Sevens player participated in the official training camp or tournament.

## **9. PLAYING FOR SPRINGBOKS**

If a Springbok Sevens player is at any time during the term of his Springbok Sevens Player Contract required by SARU to play for the fifteen-man Springbok team, the Springbok Sevens player will be treated as a Non-Contracted fifteen-man Springbok player and will be paid match fees, non-playing squad fees and win bonuses as are applicable to non-contracted fifteen-man Springboks.

## **10. ANNUAL INCREASES**

All amounts set out in this Agreement will increase annually with effect from 1 January 2021 by the Consumer Price Index as published by Statistics South Africa from time to time for the preceding twelve-month period.

## **11. SUBSTANTIVE AGREEMENT**

- 11.1 This Agreement is supplementary to the Substantive Agreement.
- 11.2 All other terms and conditions of employment of the Contracted and Non-Contracted players are in accordance with what is provided in the Substantive Agreement.

SIGNED at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

For and on behalf of

**THE SOUTH AFRICAN RUGBY UNION**

\_\_\_\_\_

Signatory:

Capacity:

Who warrants his authority hereto

SIGNED at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

For and on behalf of

**THE SOUTH AFRICAN RUGBY PLAYERS  
ASSOCIATION**

\_\_\_\_\_

Signatory:

Capacity:

Who warrants his authority hereto

**SCHEDULE 13**  
**REMUNERATION AGREEMENT – SPRINGBOK WOMEN’S PLAYERS**

**THE SOUTH AFRICAN RUGBY UNION**  
**(“SARU”)**

and

**THE SOUTH AFRICAN RUGBY PLAYERS ASSOCIATION**  
**(“SARPA”)**

in respect of

**REMUNERATION OF SPRINGBOK WOMEN’S PLAYERS**  
**for the period**  
**1 JANUARY 2021 UNTIL 31 DECEMBER 2025**

## 1. DEFINITIONS

The definitions and interpretation provisions of the Substantive Agreement apply to this Agreement and are supplemented by the following definitions:

- 1.1. **“Agreement”** means this agreement;
- 1.2 **“Participating Player”** means any player who participates in a women’s 15’s match or a 7s tournament;
- 1.3 **“Substantive Agreement”** means the agreement concluded between SARU and SARPA regulating the employment relationship between SARU and all national team rugby players;
- 1.4 **“Springbok Women’s Team”** means the National Women’s team selected to represent South Africa in a Test Match, and/or a 7’s tournament played in accordance with World Rugby’s player code;
- 1.5 **“Test Match”** means a match between the Springbok Women’s 15 team and the first national representative team from another national union.
- 1.6 **“Test Match Fee”** means the amount of R5000.00 (five thousand) payable to each player for participating in a Test Match.

## 2. TERM

This Agreement will commence on **1 January 2021** and will terminate on **31 December 2025** (“hereafter referred to as “the Term”).

## 3. CONTRACT AMOUNTS

- 3.1 The minimum amount of money that SARU will make available for the contracting of the Springbok Women’s Team during 2021, including retainers

and medical costs is the amount of R4 001 815.00 (four million one thousand eight hundred and fifteen rand).

- 3.2 No minimum number of player contracts is prescribed to be concluded in any given year and the individual player contracts shall be awarded in the sole discretion of SARU.
- 3.3 The minimum retainer amount to be paid to a contracted Springbok Women Player is an amount of R166 647.00 (one hundred and sixty-six thousand six hundred and forty-seven Rand) per annum
- 3.4 The amount referred to in 3.1 has to be spent in full each year during the term for the purpose it is allocated. SARPA may request proof from SARU indicating how such funds were distributed between the players during each year.
- 3.5 The retainer amounts shall be paid as per SARU's payroll.

#### **4. TEST MATCH / TOURNAMENT FEES AND NON-PLAYING SQUAD FEES**

- 4.1 Each Player in the 23 Player squad of a Test Match shall receive a Test Match Fee..
- 4.2 Non-contracted players will be paid an amount of R1 500.00 (one thousand five hundred rand) per day for the week leading up to a Test Match or a 7s tournament.
- 4.3 In the event that SARU holds a training camp locally and / or overseas for either the 15s or 7s women's national squads, SARU will pay the non-contracted Players in the squad an amount of R1000 (one thousand rand) per day for the duration of the training camp.
- 4.4 The daily remuneration in 4.1 - 4.3 above will be paid to the non-contracted player at the end of the month following the month in which the Player participated in the Test Match, a training camp or a 7s Tournament.

## **5. RUGBY WORLD CUP FEES AND WIN BONUSES**

5.1 Each Player selected to the RWC 2021 squad will receive a Selection Fee of R15 000.00 (fifteen thousand rand).

5.2 The following Match Fees are payable to each Player during RWC 2021:

5.2.1 Pool Matches R5 000.00 (five thousand rand) per Player per match for the Players in the 23 Player squad

5.2.1 Knock Out Stages R10 000.00 (ten thousand rand) per Player per match that is part of the squad

5.3 The following win bonuses will be paid per Player participating in RWC 2021:

5.3.1 Pool Matches R25 000.00 (twenty-five thousand rand) per Player per match for the Players in the 23 Player Squad;

5.3.2 Quarter Finals R50 000.00 (fifty thousand rand) per Player that is part of squad;

5.3.3 Semi Finals R100 000.00 (one hundred thousand rand) per Player that is part of squad; and

5.3.4 Finals R250 000.00 (two hundred and fifty thousand rand) per Player that is part of the squad.

5.4 Payment of the amounts referred to above shall be made by SARU to the Participating Players within 60 (sixty) days after the end of the match/tournament.

## **6. MEDICAL COST OF CONTRACTED PLAYERS**

6.1 A contracted Player shall be a member of a medical scheme providing such Player with comprehensive medical aid cover, including GAP cover and

sufficient day to day benefits. Such medical scheme must be considered by the appointed financial advisors of SARPA as appropriate for the circumstances and needs of a professional rugby player.

- 6.2 SARU will contribute an amount of R981.00 (nine hundred and eighty-one rand) per contracted Player per month towards the monthly premium of the medical aid cover referred to in 5.1 and will deduct the Player's contribution (i.e. the balance of the monthly premium) from the Player's monthly remuneration and pay the full premium to the medical scheme, subject thereto that the Player provides the necessary documentation to SARU to effect payment thereof.
- 6.3 Payment by SARU of the aforementioned medical aid costs will be made before the end of the month following the month during which the Player provides SARU with the necessary documentation.
- 6.4 During periods of overseas travel, SARU shall arrange and pay for the costs of comprehensive medical insurance to cover all the Player for medical expenses related to both rugby injuries as well as injuries not covered under the medical aid scheme, which are sustained during the period of overseas travel.
- 6.5 Should a Player's medical aid benefits be depleted as a direct result of an injury sustained by her whilst performing her duties as a contracted Player under this Agreement, then SARU shall carry the costs of the shortfall upon receipt of written proof that the Player's medical aid benefits have been depleted as a direct result of the injuries that she sustained in performing her duties as a contracted Player.
- 6.6 Should a Player be injured as a direct result of her performing her rugby playing duties, transport to and from the hospital as well as to and from other medical appointments and treatments, will be provided and paid for by SARU. For any other medical treatment or medical examination, the Player will be responsible to arrange and pay for her own transport.

## **7. MEDICAL COSTS OF NON-CONTRACTED PLAYERS**

- 7.1 Should a non-contracted player be injured whilst performing any duty for SARU, SARU will pay such Player's medical costs provided the necessary documentation is provided to SARU.
- 7.2 Payment of such medical costs will be made within 60 (sixty) days from the date when the injury occurred.

## **8. RUGBY SERVICES**

Players contracted to SARU will avail their services as required by SARU under all codes, including the 7's and 15's code, at for instance training camps, Test Matches and tournaments.

## **9. ANNUAL LEAVE AND COSTS**

- 9.1 Annual leave will be dealt with in accordance with the provisions of the Substantive Agreement.
- 9.2 SARU will pay all the necessary costs for travel, accommodation and meals of all Players while performing their SARU duties.

## **10. PLAYER SUPPORT SERVICE**

SARU will facilitate access to a suitably qualified person/s to assist Players on a confidential basis with matters affecting their personal welfare and being away from their homes for extended periods of time.

## **11. ANNUAL INCREASES**

All amounts set out in this Agreement will increase annually with effect from 1 January 2022 by the Consumer Price Index as published by Statistics South Africa on 30 November of the preceding year.

## **12. SUBSTANTIVE AGREEMENT**

12.1 This Agreement is supplementary to the Substantive Agreement.

12.2 All other terms and conditions of employment of the contracted and non-contracted Players are in accordance with what is provided in the Substantive Agreement.

SIGNED at PLATTEKLOOF on this \_\_\_\_\_ day of November 2020.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
for and on behalf of SARU duly  
authorized

SIGNED at PLATTEKLOOF on this \_\_\_\_\_ day of November 2020.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
for and on behalf of SARPA duly  
authorized

## SCHEDULE 14

### PROVINCES DISCIPLINARY CODE AND PROCEDURE

#### 1. Introduction

- 1.1 Disciplinary action must be substantively and procedurally fair. Dismissal without a valid fair reason and not in compliance with a fair procedure is explicitly defined as an unfair labour practice in the Labour Relations Act of 1995.
- 1.2 Procedural fairness is generally taken care of by the disciplinary procedure while the substantive aspects, i.e., the specific behaviour of players (who are the employees – which terms will be used interchangeably in this Schedule), are regulated by the disciplinary code.
- 1.3 The majority of disciplinary codes establish a list of offences. These are usually divided into minor/moderate offences such as lateness, horseplay, unauthorised absence, and serious offences such as theft, falsifying company records, malicious damage to property etc. A grid system of penalties is then linked to offences.
- 1.4 Unilateral suspension of a Player would, however, constitute an unfair labour practice. Some serious offences may evoke a first penalty of a final written warning. Summary dismissal may be justified in cases such as gross negligence, dishonesty, refusal to work, extended absence without permission, intoxication, assault and insubordination
- 1.5 The list of offences indicated below is not necessarily exhaustive and the penalties quoted must be regarded only as guidelines.
- 1.6 Each case should ultimately be assessed on its own merits at the hand of justice and fairness and bearing in mind that there must be consistency and even-handedness in the implementation of this procedure and code.

## 2. Sanctions for individual misconduct

2.1 The recommended disciplinary action as described hereunder is the harshest action that may be taken against an offending Player and Provincial management should exercise discretion where necessary to ensure that an appropriate sanction is imposed. The sanction imposed will depend on the seriousness of the offence with particular reference to the project affected.

2.2 In addition to the gravity of the misconduct, the following factors will be considered:

2.2.1 Player's circumstances (including length of service, previous disciplinary record and personal circumstances); and

2.2.2 The circumstances of the infringement itself.

2.2.3 Unrelated offences will not be cumulative; any other offences may result in dismissal. Except in the cases of individual misconduct, which would constitute ground for dismissal, sanctions will generally be applied in the following sequence:

	Sanction	Valid for:
1	Corrective counselling	3 months from date of imposition
2	Written Warning	6 months from date of imposition
3	Final written warning	6 months from date of imposition
4	Dismissal	

2.3 All corrective counselling and written warnings will be recorded in the Player's personal file and will be removed on date of expiry. However, a non-punitive record will be kept for administrative and reference purposes.

### **3. Corrective counselling**

In the case of misconduct, which is not sufficiently serious to merit a more serious sanction, the Player's immediate superior must, where appropriate, counsel the Player, i.e., advise the Player and recommend a course of action in order to correct unacceptable behaviour. A Province must keep a record and should advise the Player of the consequences, should any misconduct re-occur.

### **4. Verbal Warning**

If, after counselling, the Player persists in certain unacceptable behaviour or if any conduct is regarded as sufficiently serious, the Player's next level of management must issue a verbal warning, provided the misconduct does not warrant more serious action.

### **5. Written Warning**

5.1 If, after a verbal warning, the Player persists in certain unacceptable behaviour or if any conduct is regarded as sufficiently serious, the Player's immediate manager must issue a written warning, provided the misconduct does not warrant more serious action.

5.2 The Player's manager will issue a written warning after a discussion at which the unacceptable behaviour has been pointed out to the Player and the reason why it is unacceptable, and an opportunity to respond has been given to the Player. The Player will be required to acknowledge receipt of the letter of warning and should he refuse to sign, then the signature of a witness to confirm that the warning letter was handed to the Player, should be obtained where reasonably possible.

### **6. Final Warning**

6.1 A final written warning will be issued to a Player when there has been a further act of related misconduct while the employee has a valid written warning on record or in the case of any other misconduct which is individually, or

cumulatively, regarded as sufficiently serious. The Player will be required to acknowledge receipt of the letter of warning and should he refuse to sign, then the signature of a witness to confirm that the warning letter was handed to the employee, should be obtained where reasonably possible.

6.2 Any further act of individual misconduct of a similar nature on the part of the Player during the validity period of the final written warning will place the ongoing employment of the employee in jeopardy. If an employee receives two final written warnings for unrelated offences, any next offence may warrant dismissal.

## 7. Dismissal

7.1 Dismissal is an appropriate sanction in the event of a Player being found guilty of a serious act of misconduct or in the event of the employee committing a further similar act of individual misconduct while a final warning is valid.

7.2 In the event of the possibility of dismissal, a disciplinary enquiry must be conducted as soon as reasonably possible.

7.3 In all cases, a disciplinary hearing must be held prior to a decision to dismiss.

Sanction	Given by ...
Counselling	IMMEDIATE MANAGER
Verbal Warning	Manager
1 <sup>st</sup> written Warning	Manager
2 <sup>nd</sup> written Warning	Manager
3 <sup>rd</sup> written Warning	CEO
Final written Warning	CEO
Dismissal	CEO

## **8. Misconduct Notice**

8.1 In the event of misconduct notice by a Player, which would appear sufficiently serious to warrant sanction more serious than a final written warning, the employee will be issued with a misconduct notice detailing:

- a) The alleged misconduct and, if requested, all relevant information that will be utilised;
- b) The time, date and venue for a disciplinary enquiry; and
- c) The right to representation.

## **9. Disciplinary Inquiry Rules**

9.1 An inquiry must be held as soon as possible and within a reasonable time (at least 48 working hours) of management gaining knowledge of the alleged misconduct and having had sufficient time to properly investigate the matter.

9.2 The outcome of the enquiry, sanction-imposed and reasons will be confirmed in writing and the employee will be required to sign a duplicate of the letter to confirm receipt thereof.

9.3 Failure to attend an Inquiry:

9.3.1 A Player who fails to attend the Inquiry after being notified in writing of the time and date thereof may, unless the reason for their non-attendance is reasonable, be disciplined in their absence.

9.4 Dismissal: Forfeiture of notice:

9.4.1 Immediate termination without 1 (one) months' notice or contractual notice period is permitted when the Player is guilty of a summary dismissal offence as detailed in the disciplinary code.

## DISCIPLINARY CODE - GUIDELINES

### TIME-KEEPING OFFENCES & OTHER

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Abuse of sick leave	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-	-
Arriving late for work at beginning of day or after meal intervals	Verbal warning	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)
Leaving early at the end of the day or before meal interval	Verbal warning	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)
Sleeping on duty	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-
Unexplained absence from work for less than 5 days	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-
Unexplained absence from work for 5 days or more	Dismissal (After a disciplinary hearing has been conducted)	-	-	-

Failure to produce a medical certificate after being requested to do so after taking sick leave	written warning	Final written warning	Dismissal (After a disciplinary hearing - has been conducted)		
Unwarranted absence from workplace without good reason	written warning	Final written warning	Dismissal (After a disciplinary hearing - has been conducted)		
Consistently bad time keeping or habitually late for work.	Verbal warning	First written warning	Second written warning	Final written warning final, dismissal	

**ATTITUDE**

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Conduct which can lead to inharmonious relationships within the workplace.	First written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	
Conducting yourself in a rude, abusive, provocative, intimidatory and/or aggressive manner	Dismissal (After a disciplinary hearing - has been conducted)			
Refusal/failure to carry out lawful and reasonable instructions	Dismissal (After a disciplinary hearing - has been conducted)			
Refusal/ failure to comply with policy & procedure	Dismissal (After a disciplinary hearing - has been conducted)			

Sexual harassment of any person	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Insubordination, serious disrespect, impudence or insolence	Dismissal (After a Final written warning disciplinary hearing has been conducted)			
Gross Insubordination, serious disrespect, impudence or insolence	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Negligence	Dismissal (After a Final written warning disciplinary hearing has been conducted)			
Keeping others from performing their <i>Duties</i>	Dismissal (After a Final written warning disciplinary hearing has been conducted)	-		-
Poor housekeeping and Hygiene	Verbal warning	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)

**PERFORMANCE (MISCONDUCT)**

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Poor quality of work or failing to maintain required output levels. Prior to taking any form of disciplinary action,	First written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-

performance management is required. This must be fully documented and signed off by both *Parties*

Non-productive or unsatisfactory work output	Verbal warning	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)
Incorrect application of Game plan	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	

**WORK-RELATED AND SAFETY OFFENCES**

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Wastage of materials	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-
Negligent failure to comply with safety rules	Final written Warning	Dismissal (After a disciplinary hearing has been conducted)	-	-
Obstinate and intentional failure to comply with safety rules	Final written Warning	Dismissal (After a disciplinary hearing has been conducted)	-	-
Failure to wear prescribed uniform	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-

hearing has been  
conducted)

**DISHONESTY**

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Theft, bribery, fraud, dishonesty, forgery or defalcation of any nature, as well as the unauthorised removal of any material/data from the <i>Province</i> , or from any person or premises where such data/material is kept.	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Intentional use of substances prohibited by the South African Institute for Drug-free Sport provided that it was not taken at the behest, encouragement or instruction of the employer, or any other contravention of <i>SARU's</i> anti-doping regulations or Regulation 21 of <i>WR</i>	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Gross dishonesty	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Altering or falsifying any	Dismissal (After a			

Certificates or documents. (e.g. medical certificates, education	disciplinary hearing has been conducted)			
Unauthorised possession of employer property, client property or property of co-workers	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Unauthorised disclosure of Information	Dismissal (After a disciplinary hearing has been conducted)	-	-	-

**OTHER SERIOUS OFFENCES**

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Theft	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Intimidation in any form	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Assault and/or attempted assault or threat of assault (verbal or physical)	Dismissal (After a disciplinary hearing has been conducted)	-	-	-

i)	Dismissal (After a disciplinary hearing has been conducted)			
Inciting workers to partake in any form of illegal industrial action	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Bringing the <i>Province's</i> name or the name of any <i>Sponsor of the Game</i> into disrepute	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Negligent or Intentional damage to a <i>Province's</i> suppliers or employer property	Final written warning		Dismissal (After a disciplinary hearing has been conducted)	

## INTOXICATION

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Being under the influence of mind-altering substances while on duty	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-	-
Unauthorised possession of drugs and/or alcohol on duty	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-	-
Using alcohol or *drugs on duty	Dismissal (After a disciplinary	-	-	-

(\*without valid prescription) hearing has been  
 (prohibited performance conducted)  
 enhancing substances are  
 dealt with separately above)

**COMPUTER / CELL PHONE AND ELECTRONIC MEDIA RELATED**

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Spending time on the internet for personal use irrespective of purpose	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-	-
Viewing pornographic material on computers / cell phones/ tablets during working hours	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-	-
Viewing child pornography of any nature in any format on any instrument	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Downloading any software/emails other than for company/provincial use (whether licensed or pirated material)	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-	-
Copying programmes/files/documents etc. belonging to the company / province other than for company/provincial use	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Excessive use of private cell phones	Verbal warning	written warning	Final written	Dismissal (After a

during working hours		warning	disciplinary hearing has been conducted)
Unauthorised private use of company phones/faxes/email facilities/ internet/cellular phones	Dismissal (After a Final written warning disciplinary hearing - has been conducted)	-	-
Removing a computer, software or hardware from company/provincial premises without authorisation.	Dismissal (After a disciplinary hearing - has been conducted)	-	-
Accessing information available on company/provincial computers or networks to which you are not properly authorised. For example, attempts to "hack" into other systems or another person's login, "crack" passwords, breach computer or network security measures, or monitor electronic files or communications of other employees or third Parties except by the explicit direction of management.	Dismissal (After a disciplinary hearing - has been conducted)	-	-
Divulging of allocated usernames and/or password to a co-employee or allowing a co-employee to use the user name and/or password; unauthorised use of an employee's terminal or a co-employee's terminal;	Dismissal (After a Final written warning disciplinary hearing - has been conducted)	-	-

Use of electronic mail, online services, internet facilities and services, and the world wide web for unlawful or malicious activities. Use of abusive or objectionable language in either public or private communication.

Dismissal (After a disciplinary hearing has been conducted

Misrepresentation of oneself or inappropriate representation of the company

Unauthorised

copying/pirating/purchase/possession or distribution of copies/pirated software or publications

Dismissal (After a disciplinary hearing has been conducted

Gambling or conducting illegal Games of chance

Dismissal (After a Final written warning disciplinary hearing has been conducted

**DANGEROUS WEAPONS**

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Unauthorised possession of a Firearm	Dismissal (After a disciplinary hearing has been conducted	-	-	-
Unauthorised discharge of a Firearm	Dismissal (After a disciplinary hearing has been conducted)	-	-	-

Leaving firearm unattended	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Threatening someone with a firearm	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Threatening someone with any other form of weapon	Dismissal (After a disciplinary hearing has been conducted)	-	-	-

## SCHEDULE 15

### SARU DISCIPLINARY CODE AND PROCEDURE

#### 1. INTRODUCTION

- 1.1. Disciplinary action must be substantively and procedurally fair. Dismissal without a valid fair reason and not in compliance with a fair procedure is explicitly defined as an unfair labour practice in the Labour Relations Act of 1995.
- 1.2. Procedural fairness is generally taken care of by the disciplinary procedure while the substantive aspects, i.e., the specific behaviour of players (who are the employees – which terms will be used interchangeably in this Schedule), are regulated by the disciplinary code and SARU Code of Conduct.
- 1.3. The majority of disciplinary codes establish a list of offences. These are usually divided into minor/moderate offences such as lateness, horseplay, unauthorised absence, and serious offences such as theft, falsifying company records, malicious damage to property etc. A grid system of penalties is then linked to offences.
- 1.4. Unilateral suspension of an employee would, however, constitute an unfair labour practice. Some serious offences may evoke a first penalty of a final written warning. Summary dismissal may be justified in cases such as gross negligence, dishonesty, refusal to work, extended absence without permission, intoxication, assault and insubordination.
- 1.5. The list of offences indicated below is not necessarily exhaustive and the penalties quoted must be regarded only as guidelines.
- 1.6. Each case should ultimately be assessed on its own merits at the hand of justice and fairness and bearing in mind that there must be consistency and even-handedness in the implementation of this procedure and code.

## 2. SANCTIONS FOR INDIVIDUAL MISCONDUCTS

2.1. The recommended disciplinary action as described hereunder, is the harshest action that may be taken against an offending player and SARU's management should exercise discretion where necessary to ensure that an appropriate sanction is imposed. The sanction imposed will depend on the seriousness of the offence with particular reference to the project affected.

2.2. In addition to the gravity of the misconduct, the following factors will be considered:

2.2.1. Employee circumstances (including length of service, previous disciplinary record and personal circumstances); and

2.2.2. The nature of the job and the circumstances of the infringement itself.

2.3. Unrelated offences will not be cumulative, any other offences may result in dismissal. Except in the cases of individual misconduct, which would constitute ground for dismissal, sanctions will generally be applied in the following sequence:

	<b>Sanction</b>	<b>Valid for...</b>
1	Corrective counselling	3 months from date of imposition
2	Written Warning	6 months from date of imposition
3	Final Written warning	6 months from date of imposition
4	Dismissal	

2.4. All corrective counselling and written warnings will be recorded in the Player's personal file and will be removed on date of expiry. However, a non-punitive record will be kept for administrative and reference purposes.

### **3. CORRECTIVE COUNSELLING**

In the case of misconduct, which is not sufficiently serious to merit a more serious sanction, the Player's immediate superior must, where appropriate, counsel the Player, i.e., advise the Player and recommend a course of action in order to correct unacceptable behaviour. SARU must keep a record and should advise the Player of the consequences, should any misconduct re-occur.

### **4. VERBAL WARNING**

If, after counselling, the Player persists in certain unacceptable behaviour or if any conduct is regarded as sufficiently serious, the Player's next level of management must issue a verbal warning, provided the misconduct does not warrant more serious action.

### **5. WRITTEN WARNING**

5.1. If, after a verbal warning, the Player persists in certain unacceptable behaviour or if any conduct is regarded as sufficiently serious, the Player's immediate manager must issue a written warning, provided the misconduct does not warrant more serious action.

5.2. The Player's manager will issue a written warning after a discussion at which the unacceptable behaviour has been pointed out to the Player and the reason why it is unacceptable, and an opportunity to respond has been given to the Player. The Player will be required to acknowledge receipt of the letter of warning and should he refuse to sign, then the signature of a witness to confirm that the warning letter was handed to the Player, should be obtained where reasonably possible.

### **6. FINAL WARNING**

6.1. A final written warning will be issued to a Player when there has been a further act of related misconduct while the Player has a valid written warning on record or in the case of any other misconduct which is individually, or cumulatively,

regarded as sufficiently serious. The Player will be required to acknowledge receipt of the letter of warning and should he refuse to sign, then the signature of a witness to confirm that the warning letter was handed to the Player, should be obtained where reasonably possible.

- 6.2. Any further act of individual misconduct of a similar nature on the part of the Player during the validity period of the final written warning will place the ongoing employment of the Player in jeopardy. If a Player receives two final written warnings for unrelated offences, any next offence may warrant dismissal.

## 7. DISMISSAL

- 7.1. Dismissal is an appropriate sanction in the event of a Player being found guilty of a serious act of misconduct or in the event of the Player committing a further similar act of individual misconduct while a final warning is valid.
- 7.2. In the event of the possibility of dismissal, a disciplinary enquiry must be conducted as soon as reasonably possible.
- 7.3. In all cases, a disciplinary hearing must be held prior to a decision to dismiss.

<b>Sanction</b>	<b>Given by ...</b>
Counselling	Team Manager
Verbal Warning	Manager
1 <sup>st</sup> Written Warning	Manager
2 <sup>nd</sup> Written Warning	Manager
3 <sup>rd</sup> Written Warning	General Manager/CEO
Final Written Warning	General Manager /CEO
Dismissal	CEO

## **8. MISCONDUCT NOTICE**

8.1. In the event of misconduct by a Player, which would appear sufficiently serious to warrant a sanction more serious than a final written warning, the Player will be issued with a misconduct notice detailing:

8.1.1. The alleged misconduct and, if requested, all relevant information that will be utilised;

8.1.2. The time, date and venue for a disciplinary enquiry; and

8.1.3. The right to representation.

## **9. DISCIPLINARY INQUIRY RULE**

9.1 An inquiry must be held as soon as possible and within a reasonable time (at least 48 working hours) of management gaining knowledge of the alleged misconduct and having had sufficient time to properly investigate the matter.

9.2 The outcome of the enquiry, sanction imposed, and reasons will be confirmed in writing and the Player will be required to sign a duplicate of the letter to confirm receipt thereof.

## **10. FAILURE TO ATTEND AN INQUIRY**

A Player who fails to attend the Inquiry after being notified in writing of the time and date thereof may, unless the reason for their non-attendance is reasonable, be disciplined in their absence.

## **11. DISMISSAL: FORFEITURE OF NOTICE**

Immediate termination without 1 (one) months' notice or contractual notice period is permitted when the Player is guilty of a summary dismissal offence as detailed in the disciplinary code.

## DISCIPLINARY CODE - GUIDELINES

### TIME-KEEPING OFFENCES & OTHER

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Abuse of sick leave	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-	-
Arriving late for work at beginning of day or after meal intervals	Verbal warning	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)
Leaving early at the end of the day or before meal interval	Verbal warning	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)
Sleeping on duty	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-
Unexplained absence from work for less than 5 days	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-
Unexplained absence from work for 5 days or more	Dismissal (After a disciplinary hearing has been conducted)	-	-	-

Failure to produce a medical certificate after being requested to do so after taking sick leave	written warning	Final written warning	Dismissal (After a disciplinary hearing - has been conducted)		
Unwarranted absence from workplace without good reason	written warning	Final written warning	Dismissal (After a disciplinary hearing - has been conducted)		
Consistently bad time keeping or habitually late for work.	Verbal warning	First written warning	Second written warning	Final written warning final, dismissal	

### ATTITUDE

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Conduct which can lead to inharmonious relationships within the workplace.	First written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	
Conducting yourself in a rude, abusive, provocative, intimidatory and/or aggressive manner	Dismissal (After a disciplinary hearing - has been conducted)			
Refusal/failure to carry out lawful and reasonable instructions	Dismissal (After a disciplinary hearing - has been conducted)			
Refusal/ failure to comply with policy & procedure	Dismissal (After a disciplinary hearing - has been conducted)			

Sexual harassment of any person	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Insubordination, serious disrespect, impudence or insolence	Dismissal (After a Final written warning disciplinary hearing has been conducted)			
Gross Insubordination, serious disrespect, impudence or insolence	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Negligence	Dismissal (After a Final written warning disciplinary hearing has been conducted)			
Keeping others from performing their <i>Duties</i>	Dismissal (After a Final written warning disciplinary hearing has been conducted)	-		-
Poor housekeeping and Hygiene	Verbal warning	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)

### PERFORMANCE (MISCONDUCT)

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Poor quality of work or failing to maintain required output levels. Prior to taking any form of disciplinary action,	First written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-

performance management is required. This must be fully documented and signed off by both *Parties*

Non-productive or unsatisfactory work output	Verbal warning	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)
Incorrect application of Game plan	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	

**WORK-RELATED AND SAFETY OFFENCES**

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Wastage of materials	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-
Negligent failure to comply with safety rules	Final written Warning	Dismissal (After a disciplinary hearing has been conducted)	-	-
Obstinate and intentional failure to comply with safety rules	Final written Warning	Dismissal (After a disciplinary hearing has been conducted)	-	-
Failure to wear prescribed uniform	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-

hearing has been  
conducted)

**DISHONESTY**

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Theft, bribery, fraud, dishonesty, forgery or defalcation of any nature, as well as the unauthorised removal of any material/data from the <i>Province</i> , or from any person or premises where such data/material is kept.	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Intentional use of substances prohibited by the South African Institute for Drug-free Sport provided that it was not taken at the behest, encouragement or instruction of the employer, or any other contravention of <i>SARU's</i> anti-doping regulations or Regulation 21 of <i>WR</i>	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Gross dishonesty	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Altering or falsifying any	Dismissal (After a			

Certificates or documents. (e.g. medical certificates, education	disciplinary hearing has been conducted)			
Unauthorised possession of employer property, client property or property of co-workers	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Unauthorised disclosure of Information	Dismissal (After a disciplinary hearing has been conducted)	-	-	-

**OTHER SERIOUS OFFENCES**

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Theft	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Intimidation in any form	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Assault and/or attempted assault or threat of assault (verbal or physical)	Dismissal (After a disciplinary hearing has been conducted)	-	-	-

ii)	Dismissal (After a disciplinary hearing has been conducted)			
Inciting workers to partake in any form of illegal industrial action	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Bringing the <i>Province's</i> name or the name of any <i>Sponsor of the Game</i> into disrepute	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Negligent or Intentional damage to a <i>Province's</i> suppliers or employer property	Final written warning		Dismissal (After a disciplinary hearing has been conducted)	

## INTOXICATION

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Being under the influence of mind-altering substances while on duty	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-	-
Unauthorised possession of drugs and/or alcohol on duty	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-	-
Using alcohol or *drugs on duty	Dismissal (After a disciplinary	-	-	-

(\*without valid prescription) hearing has been  
 (prohibited performance conducted)  
 enhancing substances are  
 dealt with separately above)

**COMPUTER / CELL PHONE AND ELECTRONIC MEDIA RELATED**

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Spending time on the internet for personal use irrespective of purpose	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-	-
Viewing pornographic material on computers / cell phones/ tablets during working hours	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-	-
Viewing child pornography of any nature in any format on any instrument	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Downloading any software/emails other than for company/provincial use (whether licensed or pirated material)	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-	-
Copying programmes/files/documents etc. belonging to the company / province other than for company/provincial use	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Excessive use of private cell phones	Verbal warning	written warning	Final written	Dismissal (After a

during working hours		warning	disciplinary hearing has been conducted)
Unauthorised private use of company phones/faxes/email facilities/ internet/cellular phones	Dismissal (After a Final written warning disciplinary hearing - has been conducted)	-	-
Removing a computer, software or hardware from company/provincial premises without authorisation.	Dismissal (After a disciplinary hearing - has been conducted)	-	-
Accessing information available on company/provincial computers or networks to which you are not properly authorised. For example, attempts to "hack" into other systems or another person's login, "crack" passwords, breach computer or network security measures, or monitor electronic files or communications of other employees or third Parties except by the explicit direction of management.	Dismissal (After a disciplinary hearing - has been conducted)	-	-
Divulging of allocated usernames and/or password to a co-employee or allowing a co-employee to use the user name and/or password; unauthorised use of an employee's terminal or a co-employee's terminal;	Dismissal (After a Final written warning disciplinary hearing - has been conducted)	-	-

Use of electronic mail, online services,  
internet facilities and services, and the  
world wide web for unlawful or  
malicious activities. Use of

abusive or objectionable language in either public or private communication.	Dismissal (After a disciplinary hearing has been conducted	-	-
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Misrepresentation of oneself or  
inappropriate  
representation of the company

Unauthorised

copying/pirating/purchase/possession or distribution of copies/pirated software or publications	Dismissal (After a disciplinary hearing has been conducted	-	-
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Gambling or conducting illegal of chance	Games Final written warning Dismissal (After a disciplinary hearing has been conducted	-	-
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## **SCHEDULE 16**

### **GRIEVANCE PROCEDURE**

The Grievance Procedure is a different procedure than the procedure provided for in the Constitution and Regulations of a Province. The Grievance Procedure is there to facilitate the expeditious handling and resolving of grievances experienced between the Player and a Province. A Player with a Tripartite Contract will during his Period of Secondment to the Province use this Grievance Procedure.

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#### **WHAT IS A GRIEVANCE?**

A grievance is any form of dissatisfaction or feeling of injustice which the Player may have, and which warrants being brought to the attention of the Province.

#### **WHY IS A GRIEVANCE PROCEDURE NECESSARY?**

1. To assist with conflict management and to promote employment relations.
2. To provide a mechanism for the Player to communicate grievances to the Province.
3. To ensure grievances are settled as speedily as practicable, and at the lowest possible management level.
4. To prevent grievances from escalating.

#### **WHO MAY INVOKE THE GRIEVANCE PROCEDURE?**

Any Player who has a grievance is entitled to bring this to the attention of the Province, depending to whom the grievance relates to. A group of Players are also entitled to bring a grievance to the attention of the Province, provided that they elect a spokesperson to act on their behalf.

## **WHAT ARE A PLAYER'S RIGHTS WHEN USING THE GRIEVANCE PROCEDURE?**

1. The right to representation by a fellow Player or SARPA representative/paid official.
2. The right not to be prejudiced or victimised as a result of raising a grievance.
3. The right to refer a grievance to the next stage of the Grievance Procedure where a level of management has been unable to resolve the grievance.

## **HOW DOES THE PROCEDURE WORK?**

The Grievance Procedure consists of various stages, with the object of resolving the grievance as quickly and at the earliest stage, possible.

### **STAGE 1:**

The Player who wishes to raise a grievance must do so verbally with the Team Manager. If the grievance involves the Team Manager, it should be lodged directly with the CEO of the Province.

The grievance must be lodged by the Player as soon as possible after the occurrence which gave rise to it. If the Team Manager is unable to resolve the grievance within 2 (two) working days, the Player(s) may proceed to stage 2.

### **STAGE 2:**

In this stage the grievance shall be recorded in writing on the standard grievance form as set out in Schedule VI and lodged with the Team Manager. If the grievance involves the Team Manager, it should be lodged directly with the CEO of the Province.

If the Team Manager concerned (or the CEO if the grievance involves the Team Manager) is unable to resolve the grievance within 3 (three) working days of the grievance being submitted, the Player may proceed to stage 3.

### **STAGE 3:**

Where a grievance is not resolved in stage 2, the Player should within 2 (two) days lodge a copy of the grievance form stating the reasons for failure to resolve the grievance as well as the solution sought in resolving the grievance, to the CEO of the Province.

The CEO must, within 2 (two) working days of receipt of the grievance form, convene a meeting with the Parties concerned, at which an attempt shall be made to resolve the grievance.

Should the grievance be resolved, the solution must be recorded in writing and signed by both Parties involved.

If the grievance remains unsolved, the Player may declare a dispute and refer the dispute to final and binding

Arbitration by an independent Arbitrator as contemplated in Clause 64 of the Agreement, without derogation of the Player's right to terminate this Agreement summarily upon the non-resolution of the dispute through the grievance procedure, as provided for in Clause 64 above. Such cancellation may then form the subject of a dispute for purposes of Clause 64 of this Agreement.

Pending the resolution of the dispute through arbitration, the Province must continue making payment of the Player's Remuneration in the event that it refuses to issue the Clearance in respect of the Player. In the event that the dispute is arbitrated in favour of the Province, any such payment made to the Player in terms hereof will become repayable to the Province immediately upon the issuance of the Arbitration award and the payment thereof may be incorporated into the arbitration award.

**SCHEDULE 17**

**GRIEVANCE FORM**

STAGE 2 (written grievance submitted to Team Manager)

Name \_\_\_\_\_ of \_\_\_\_\_ Player:

Nature of Grievance:  
.....

Settlement desired:  
.....

\_\_\_\_\_  
(Signature of Player) (Date)

**OUTCOME OF GRIEVANCE:**

If resolved, both the Player and Team Manager to confirm by signing hereunder:

\_\_\_\_\_  
(Signature: Team Manager) (Signature: Player) (Date)

If written grievance is not resolved, give brief details why grievance was not resolved.

\_\_\_\_\_  
(Signature of Team Manager) (Signature of Player) (Date)

STAGE 3 (Written grievance submitted to CEO)

Date received by CEO: \_\_\_\_\_

If resolved, both the Player and CEO to confirm by signing hereunder:

\_\_\_\_\_  
(Signature: CEO) (Signature of Player) (Date)

## SCHEDULE 18

### PERFORMANCE REVIEW PROCEDURE

#### (ONLY APPLICABLE TO CONTRACTED PLAYERS)

#### 1. PURPOSE

1.1 This procedure gives practical effect to the requirements set out in the Code of Good Practice, Schedule 8 of the Labour Relations Act. It sets out the requirements with which the Province must comply, including the procedures it must follow and the steps it must take, when managing a Contracted Player's performance. However, a pre-dismissal performance counselling process will not be considered unfair simply because of a non-material deviation from this procedure. In other words, the procedure set out below provides an assurance of what will be considered a fair procedure, but it is not meant to imply that any departure will automatically be deemed to be unfair. Where there is a departure, the question must be whether that departure has deprived the player of the full and material benefit of a fair process as required by this procedure. The particular circumstances of each case must be considered when undertaking this enquiry.

1.2 The underlying approach is that the Province should take all reasonable steps to address under-performance before deciding to terminate a Contracted Player's contract for poor performance or before initiating any disciplinary action in this regard.

#### 2. IDENTIFICATION OF PERFORMANCE STANDARDS AND CRITERIA

At the beginning of the Contracted Player's contract the Province will, in consultation with the Player, identify the performance standards that the Player is required to meet, and the criteria for determining whether the Player has met those standards. If a Player has been contracted as a PONI, the performance standards required of the Player will be the standards required by any enhanced

dietary, fitness and skill programme put in Place jointly by the Province and the National Director of Rugby, as contemplated in this Agreement.

### **3. CONTINUOUS REVIEW OF PERFORMANCE**

The Province will monitor the Player's performance and provide him with feedback on a continuous basis.

### **4. THE PLAYER'S FAILURE TO MEET THE STANDARDS SET IN TERMS OF CLAUSE 2 ABOVE**

4.1 If the Player's performance does not meet the required standard, as conveyed to the Player in terms of Clause 2 of this Schedule, the Province will meet with the Player to identify –

4.1.1. the area/areas in which the Player is under-performing;

4.1.2. the possible causes thereof;

4.1.3. measures to address the under-performance;

4.1.4. the time period in which the Player must meet the required standard, which shall be reasonable in the circumstances.

4.2 Immediately after the meeting contemplated in Clause 4.1.4 of this Schedule, the Province must, directly following the meeting, communicate in writing to the Player -

4.2.1 The precise respects in which the Player is failing to meet the performance standards required of him by the Province;

4.2.2 The specific outcomes that are required from the Player in respect of each identified area of under-performance;

4.2.3 The timeframe for meeting the required performance standards;

- 4.2.4 The resources that the Province will make available to the Player to enable him to achieve the required performance standard;
- 4.3 Should the Player not meet the required performance standards within such timeframe the Province will either –
  - 4.3.1 grant the Player a further period of time (which must be reasonable in the circumstances) within which to meet the required standards; or
  - 4.3.2 If appropriate, having regard to all the circumstances and, in particular, the degree of improvement the Player has shown, convene a performance hearing, as envisaged in Clause 5 of this Schedule.

## **5. PERFORMANCE HEARING**

- 5.1 A Province may convene a performance hearing at least 72 (seventy-two) hours' written notice to the Player. The hearing shall be convened by written Notice to the Player, in which the Player is advised of the purpose of the Hearing and invited to show cause why his Player Contract should not be terminated on grounds of poor performance.
- 5.2 A Province will conduct the hearing in the presence of the Player and his representative. The Player's representative may include a SARPA official or office-bearer, the Player's registered agent or manager, or a fellow Player.
- 5.3 The Player and/or his representative will have the opportunity to show cause why it would be inappropriate to terminate his Player Contract on grounds of poor performance.
- 5.4 After considering the Player's submissions, the chairperson of the hearing will make his or her decision and give brief reasons for the decision. In giving his or her decisions, the chairperson will respond briefly to the representations made by the Player and/or his representative.

- 5.5 A Province may only terminate a Player's Player Contract on grounds of the Player's poor performance where –
- 5.5.1 the Province has provided the Player with the opportunity to meet the required performance standard, as contemplated in this Schedule;
  - 5.5.2 The Province has given whatever assistance it reasonably can be expected to give to the Player to enable the Player to meet the required standard;
  - 5.5.3 The Player has, despite being given such an opportunity and assistance, failed to meet the required standard; and
  - 5.5.4 No reasonable alternatives to termination of the Player's Player Contract exist.

## SCHEDULE 19

### GUIDELINE TO SARPA'S ORGANISATIONAL RIGHTS

The Collective Agreement embodying this Code grants SARPA rights of access,<sup>19</sup> time-off for SARPA office bearers to attend SARPA meetings and stop order facilities for membership dues. These rights derive from the Labour Relations Act 66 of 1995 ('the Act').

The Act also gives representative trade unions further organisational rights: the right to elect trade union representatives (shop stewards) and the right to information.

The purpose of this Code is to provide guidance on the exercise of these rights.

What rights and privileges are SARPA entitled to?

1. Union access to a workplace for purposes of recruiting and/or meeting with union Members / Players.
2. Deduction by a Province of union membership subscriptions from Players' salaries and paying these over to SARPA. The amount of the deduction is up to the SARPA to determine.

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<sup>19</sup> The Labour Relations Act, 66 of 1995 provides as follows in respect of the right of access:

1. Any office-bearer or official of a representative trade union is entitled to enter the employer's premises in order to recruit members or communicate with members, or otherwise serve members' interests.
2. A representative trade union is entitled to hold meetings with employees outside their working hours at the employer's premises.
3. The members of a representative trade union are entitled to vote at the employer's premises in any election or ballot contemplated in that trade union's constitution.
4. The rights conferred by this section are subject to any conditions as to time and place that are reasonable and necessary to safeguard life or property or to prevent the undue disruption of work.

3. Election of SARPA representatives (shop stewards).
4. Special leave for SARPA activities, during normal working hours i.e., when Players who have been elected as office bearers want time off from their normal Duties for union purposes the law does not stipulate the amount of leave to be given, only that such demands must be reasonable. Most employers grant between 2 (two) and 10 (ten) days per year.
5. Attend union conferences, meetings and training course.
6. Attend grievance and disciplinary hearings to represent the accused Player.
7. Check whether the Province is keeping to the law in their treatment of Players.
8. Disclosure of information - SARPA can call for any information necessary to enable it to represent Players at disciplinary or grievance hearings, or to evaluate the treatment of Players. Note: there are various exclusions/exceptions laid down by the Act where the employer may not divulge certain information, including confidential, legally privileged information, etc.
9. No short notice regarding the movement or rescheduling of practice sessions while there is a SARPA meeting scheduled.
10. A minimum of 1 hour allowed for SARPA meetings with the Players.
11. Team management is not allowed to attend the SARPA meetings other than by invitation from SARPA.

## Audit Trail

12/11/2021 15:25:48 SAST+0200: Status marked as complete.  
12/11/2021 15:25:43 SAST+0200: mandisi@my-players.com (Mandisi Tshonti) completed signing document 41.71.4.200  
12/11/2021 15:25:03 SAST+0200: mandisi@my-players.com (Mandisi Tshonti) opened document via authenticated session 41.71.4.200  
12/11/2021 15:22:50 SAST+0200: mandisi@my-players.com (Mandisi Tshonti) accepted QuicklySign Terms and Conditions 41.71.4.200  
12/11/2021 15:22:41 SAST+0200: mandisi@my-players.com (Mandisi Tshonti) opened document 41.71.4.200  
12/11/2021 15:22:41 SAST+0200: mandisi@my-players.com (Mandisi Tshonti) clicked document link 41.71.4.200  
12/11/2021 14:58:35 SAST+0200: Email has been received by mandisi@my-players.com mail server 168.245.102.10  
12/11/2021 14:58:32 SAST+0200: Signature request sent to: mandisi@my-players.com (Mandisi Tshonti)  
12/11/2021 14:58:26 SAST+0200: eugeneh@my-players.com (Eugene Henning) completed signing document 165.73.108.144  
12/11/2021 14:15:08 SAST+0200: eugeneh@my-players.com (Eugene Henning) accepted QuicklySign Terms and Conditions 165.73.108.144  
12/11/2021 14:15:01 SAST+0200: eugeneh@my-players.com (Eugene Henning) opened document 165.73.108.144  
12/11/2021 14:15:01 SAST+0200: eugeneh@my-players.com (Eugene Henning) clicked document link 165.73.108.144  
12/11/2021 13:34:49 SAST+0200: Email has been received by eugeneh@my-players.com mail server 149.72.149.195  
12/11/2021 13:34:47 SAST+0200: Signature request sent to: eugeneh@my-players.com (Eugene Henning)  
12/11/2021 13:34:39 SAST+0200: info@my-players.com (Tracey Cable ) changed the status to:awaiting\_signatures 41.164.76.42  
12/11/2021 13:34:11 SAST+0200: info@my-players.com (Tracey Cable ) changed the status to:setup 41.164.76.42  
12/11/2021 13:32:41 SAST+0200: Email has been received by info@my-players.com mail server 149.72.149.168  
12/11/2021 13:32:31 SAST+0200: eugeneh@my-playrs.com email bounced. Reason:unable to get mx info: failed to get IPs from PTR record: lookup <nil>: unrecognized address  
12/11/2021 13:30:31 SAST+0200: Email not yet delivered to eugeneh@my-playrs.com, attempts: 3  
12/11/2021 13:29:01 SAST+0200: Email not yet delivered to eugeneh@my-playrs.com, attempts: 2  
12/11/2021 13:28:01 SAST+0200: Email not yet delivered to eugeneh@my-playrs.com, attempts: 1  
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12/11/2021 13:27:30 SAST+0200: Signature request sent to: eugeneh@my-playrs.com (Eugene Henning)  
12/11/2021 13:27:22 SAST+0200: info@my-players.com (Tracey Cable ) changed the status to:awaiting\_signatures 41.164.76.42  
12/11/2021 13:18:12 SAST+0200: info@my-players.com (Tracey Cable ) uploaded document 41.164.76.42

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