

Collective Agreement

2020

The Collective Agreement regulates the terms and conditions of employment applicable to provincial rugby players and the relationship between the Members of SAREO and SARPA


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Collective Agreement
Between



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')
K2016223694 (South Africa) (Pty) Ltd
t/a Western Province Rugby ('Western Province')
SA Super Rugby (Pty) Ltd ('Southern Kings')
(hereinafter referred to as "the Franchises")
and
Griqualand West Rugby (Pty) Ltd ('Griquas')
Mpumalanga Rugby (Pty) (Ltd) ('Pumas')
("hereinafter referred to as "the Emerging Franchises")
and
Boland Rugby Union (Pty) Ltd ('Boland')
Border Rugby Union ('Border')
Eastern Province Rugby Union ('EPRU')
Valke Rugby (Pty) Ltd ('Valke')
Griffons (Pty) Ltd ('Griffons')
Leopards (Pty) Ltd ('Leopards')
South Western Districts Rugby Union ('SWD')
("hereinafter referred to as "the Non- Franchises")
("Franchises, Emerging Franchises and Non-Franchises
are hereinafter collectively referred to as "the Provinces")
and



South African Rugby Players' Association
("SARPA")

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PART A: INTERPRETATION

1. INTRODUCTION – PLAYERS AND PROVINCES AND THE CONTRACTS BETWEEN THEM:

This Agreement regulates the relationship between rugby players in South African ("the Players") and their employers ("the Provinces"). 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 Players in each category they may employ, and generally how these different categories of Player are dealt with as regards the employment relationship between the Players and the Provinces.

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.

PLAYERS:

1.1 *This Agreement* recognises two main categories of Player, 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 on an "Ad-Hoc" basis; and

1.1.2 "Contracted Player" means a Professional Player, including a Professional PONI Player, a Semi-Professional Player, or a Development Player, who is contracted by a Province in terms of the Player Contracts provided for in Schedules I to III.

1.2 Contracted Players are again subdivided into the following categories:

1.2.1 "Professional Player", meaning a Contracted Player who is expressly contracted as:

1.2.1.1 a Professional Player under a Professional Player Contract, as contemplated in Schedule I;

1.2.1.2 a Professional *PONI* Player under a Professional *PONI* Player Contract, as contemplated in Schedule 1A

1.2.2. a "*Semi-Professional Player*", meaning a *Contracted Player* who:

- is expressly contracted as a *Semi-Professional Player* under a *Semi-Professional Contract* as contemplated in Schedule II; and
- whose *Player Contract* permits him to be engaged in work or study on a full-time basis.

1.2.3 a "*Development Player*", meaning a *Contracted Player* who:

- is eligible to play in the *Under 21 Competition*;
- is expressly contracted as a *Development Player* under a *Development Player Contract* as contemplated in Schedule III.

1.3 Other references to types of Player:

This Agreement employs other terms that refer to Players and that relate to certain characteristics of the Player's relationship to a *Province* and/or to *SARU*. These terms are not intended to expand the principal three categories of *Contracted Players* (namely Professional, Semi-Professional and Development), but are intended to refer to specific characteristics of the existing categories. The following two terms are used in *this Agreement*:

1.3.1 A "*Loan Player*":

- This term refers to a *Contracted Player* (Professional, Semi-Professional or *Development Player*) who is lent by the *Province* to whom he is contracted ("*the Lending Province*") to another *Province* ("*the Borrowing Province*") in terms of a "*Loan Agreement*" entered into between the *Lending Province* and the *Borrowing Province*;

1.3.2 A "*PONI*":

- The term is an acronym for a "*Player of National Interest*", which refers to a *Professional Player* who is either designated in his *Player*

Contract as a Player of National Interest or who, after concluding a *Professional Player Contract* is appointed as a *PONI Player* under a separate agreement concluded with the *Province*.

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 "Ad-Hoc" means contracted and remunerated on a Match-by-Match basis.
- 2.3 "*the/this Agreement*" means *this Agreement* and all Schedules referred to herein or attached hereto from time to time;
- 2.4 "Apparel" means a jersey, shorts, socks, or any of its formal or informal wear, but excludes "Footwear";
- 2.5 "Appearance" means, in respect of a Player, a *Commercial Appearance* or a *Non-Commercial Appearance*;
- 2.6 "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's or by one of these subsidiaries or associated companies, or who will function as a sub-contractor thereof;
- 2.7 "Business Day" means any day other than a Saturday, Sunday or gazetted national public holiday in South Africa;
- 2.8 "Catastrophic Injury" means an injury, illness or condition to a *Contracted Player* that will wholly and continuously prevent the Player from participating in any and every occupation and where no recovery is foreseeable;
- 2.9 "Catastrophic Injury Amount" means either of the following:

- 2.9.1 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);
- 2.9.2 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 (Six Million Rands).
- 2.10 "CEO" means the Chief Executive Officer of a *Province*;
- 2.11 "*Club(s)*" means any rugby *Club* in South Africa that is registered with a *Province* that is a *Member* of SARU;
- 2.12 "*Commencement Date*" means 1 January 2020.
- 2.13 "*Commercial Appearances*" are *Appearances* for the purposes of promoting the commercial interests of the *Province* and/or a *Province's Sponsor*, and specifically exclude *Appearances* that have a predominantly a charitable or related purpose.
- 2.14 "*Competition*" when used generally and not in relation to a specific *Competition* means –
- 2.14.1 in relation to SARU, all *Competitions* in which SARU participates;
- 2.14.2 in relation to a *Province*, any *Competition* in which the *Province* participates except for –
- 2.14.2.1 The National Sevens *Competition*;
- 2.14.2.2 The Women's' *Competition*; and
- 2.14.2.3 The Under 20 and any lower age group *Competitions*.
- 2.15 "*Comprehensive Medical Scheme*" means a minimum medical cover with hospital benefits and *GAP* cover;
- 2.16 "*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; and for the purposes of this sub-clause, Party shall include SARU;

- 2.17 "*Contracting Cycle*" in respect of a *Province* means the *Contracting Years* of that *Province*, commencing 1 January 2020 and terminating on 31 December 2023;
- 2.18 "*Contracting Year*" means the period from 1 January to 31 December in each year of the *Contracting Cycle*;
- 2.19 "*Currie Cup Competition*" refers to the different levels of the domestic rugby union *Competition* played between the provincial teams of South Africa and known as the *Currie Cup Competition* and which includes:
- 2.19.1 "*Currie Cup Premier Division*" means the first-tier *Competition* of the *Currie Cup Competition*, played between the *Franchises* and the *Emerging Franchises*;
- 2.19.2 "*Currie Cup First Division*" means the second-tier *Competition* of the *Currie Cup Competition*, played between the *Non-Franchises*; and
- 2.19.3 "*Under 21 Competition*" means the domestic *Competition* played between the Under 21 provincial teams and known as the Under 21 *Currie Cup Competition*;
- 2.20 "*Duties*" means the *Duties* to be performed by the Player as more fully set out in clause 36 of *this Agreement*;
- 2.21 "*Footwear*" means rugby playing boots/shoes, running shoes and cross-trainers;
- 2.22 "*Free-Agent Basis*" means that the Player is contracted on the basis that he may terminate his contract, for whatever reason, on 14 days' notice to the *Province*;

- 2.23 "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*;
- 2.24 "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;
- 2.25 "Head Coach" means the rugby coach appointed by a *Province* or *SARU*, in the event that *SARU* appoints a coach on behalf of a *Province* as coach of any team of a *Province* or of *SARU*;
- 2.26 "Home Ground" means the rugby ground which is regarded or accepted as the *Home Ground* of a *Province* and workplace of the Player;
- 2.27 "Intellectual Property" means all or any of the following –
- 2.27.1 trademarks;
 - 2.27.2 trade names;
 - 2.27.3 copyright in any written material, plans, designs or other work;
 - 2.27.4 goodwill existing now or in the future in relation to the use of the trademarks, trade names or activities; and
 - 2.27.5 logos, trophies, mascots and/or any other designs or marks now registered or used or developed in the future in relation to *SARU Competitions*;
- 2.28 "Loan" refers to the subject matter of the *Loan Agreement*;
- 2.29 "Loan Agreement" refers to the *Agreement* concluded between the Borrowing *Province* and the Lending *Province* in respect of a *Loan Player*;
- 2.30 "Maximum Player Limit" means the maximum number of Players that may be contracted by a *Province* under Clause 7.1;

- 2.31 "Match" means any rugby Match played under the auspices of the *Province*, *SARU* and/or *WR* including, without limiting the generality of the foregoing, any other Match the 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 Match played by the Player for his *Club*, *Province* or *SARU* and the Player shall be deemed to have played a Match if the Player was on the field for more than 40 minutes of the Match, whether continuously or otherwise;
- 2.32 "Match Fee" means *Remuneration* paid to a Player for participating in a *Match*;
- 2.33 "Member" means a Player who is a *Member* of *SARPA*;
- 2.34 "the 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*;
- 2.35 "Monthly Salary" means one twelfth of a *Contracted Players' Salary*;
- 2.36 "Negotiations Window" means the 180 (one hundred and eighty days) days prior to the termination date of a Player's Player Contract with his *Province*;
- 2.37 "Non-Commercial" Appearance means an *Appearance* that is not a *Commercial Appearance*, and which is made solely for charity or related purposes;
- 2.38 "Once-Off Invitational Matches" refers to *Matches* in which Players are invited to represent the Barbarians or are invited to play against so-called "World Teams" or *Matches* of the same nature;
- 2.39 "Parties" means *SAREO* and *SARPA*;
- 2.40 "Pension Fund" means the *Pension Fund* established by *SARPA* for its *Members*;
- 2.41 "Performance Procedure" refers to the procedure set out in Schedule VII he;
- 2.42 "Period of Secondment" means the period during which a *Contracted Player* temporarily render his services to, and falls under the authority and control of *SARU*, as provided for in *this Agreement*;

- 2.43 "Permanent Exclusion" means any medical condition or injury for which a *Contracted Player* will not be covered;
- 2.44 "Player Attributes" means in respect of a Player, the rights which such Player owns and enjoys in respect of his attributes including, but not limited to, the right to the use of his name, nickname, image, likeness, signature, voice, and biographical information;
- 2.45 "Players' Collective Commercial Rights" means the use of the *Player Attributes* in a *Team Context* and *Appearances* by Players in a *Team Context*;
- 2.46 "Players Trust" means The South African Professional Rugby Players Trust IT 2666/2009 established for the purpose of dealing collectively with Player Commercial Rights;
- 2.47 "Premier Club" refers to a top-tier *Club* in a *Province*;
- 2.48 "Premium Reserved Seating" means reserved seats located in the grandstand in a position in between the twenty-two (22) metre mark on either side of the halfway mark of the playing field;
- 2.49 "Pro-14 Competition" means the annual rugby *Competition* currently involving teams from Ireland, Italy, Scotland, South Africa and Wales;
- 2.50 "Pro-14 Squad" means the official squad of 30 Players which must be announced at least one week before the first *Match* of the *Pro-14 Competition*, as required by Clause 22.1;
- 2.51 "Promotion-Relegation Match" means that *Match* in the *Currie Cup Competition* that decides whether the one team is relegated to the *Currie First Division Competition* or promoted to the *Currie Cup Premier Division*;
- 2.52 "Remuneration" means the Players' total cost of employment, excluding *Match Fees* and win-bonuses, which a Player receives from the *Province*;
- 2.53 "Salary" means a *Contracted Player's* annual fixed retainer *Remuneration* earned from practising his occupation with the *Province*;
- 2.54 "SAREO" means the South African Rugby Employers Organisation, an Employers' Organisation duly registered under the Act, and any of its successors in title, made up of the *Provinces*;

- 2.55 "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, and vice-versa;
- 2.56 "SARPA" means the South African Rugby Players Association including its successors in title;
- 2.57 "SANZAAR" means the joint venture between Argentina, SARU, the New Zealand Rugby Football Union Incorporated and the Australian Rugby Football Union Limited;
- 2.58 "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;
- 2.59 "Senior Competition" means any Competition of a Province other than the Under 21 Competition.
- 2.60 "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";
- 2.61 "Super Rugby Competition" means the annual international rugby Competition between teams of Argentina, Australia, Japan, New Zealand and South Africa;
- 2.62 "SuperSport Rugby Challenge Competition" means the domestic rugby union Competition played between teams of the Provinces and known as the SuperSport Rugby Challenge Competition;
- 2.63 "Super Rugby Squad" means the official squad of 30 Players which must be announced at least one week before the first Match of the Super Rugby Competition, as required by Clause 22.1;
- 2.64 "Team Capacity" means one or more Players dressed in clothing depicting the Intellectual Property of a Province;

- 2.65 "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 Players together dressed in clothing depicting the *Intellectual Property* of a *Province*;
- 2.66 "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*.
- 2.67 "Technical Gear Sponsor" means the *Sponsor* or *Sponsors* who provide a *Province* with *Apparel* and/or *Technical Gear*, in terms of a Sponsorship contract between the *Province* and *Sponsor*;
- 2.68 "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;
- 2.69 "Total Annual Spend" means, subject to the proviso that follows, all *Remuneration* paid in respect of any *Contracting Year* –

2.69.1 by a *Province* to all of its *Contracted Players*;

2.69.2 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*;

2.69.3 by a third party to a *Contracted Player* as a result of a request, encouragement or inducement from a *Province* contemplated in Clause 17;

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

2.69.4 Any amount contributed by *SARU* towards a *PONI's Remuneration*;

2.69.5 *Remuneration* paid to a *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 *Player* from a date –

- (a) 180 days after the Player became incapacitated in the case of a Player contracted by Blue Bulls, Cheetahs, Southern Kings* Lions, Sharks or Western Province;
- (b) 90 days after the Player became incapacitated in the case of a Player contracted by Boland, Border, Griquas, Griffons, Leopards, Pumas, SWD or Valke;

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

- (a) 90 days after the suspension became effective in the case of a suspension for a doping offence; and
- (b) 180 days after the suspension became effective in the case of a suspension for all other offences;

2.70.7 *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 *Lending Province* from the *Borrowing Province*.

2.71 "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 underlined and shall bear the meanings assigned to them hereinabove and be interpreted with reference to Clauses 1 and 2;
- 3.2 Where deemed applicable, important words and phrases, which are not defined and which have therefore not been capitalised where used, have been underlined to emphasise their importance and to assist in the interpretation of *this Agreement*;

- 3.3 References to numbers of clauses in and annexures to *this Agreement* have been italicised for ease of reference;
- 3.4 Where references are made to monetary amounts, such amounts are expressed in South African Rand;
- 3.5 Words denoting the singular shall include the plural and vice versa;
- 3.6 Words denoting any one gender shall include the other gender;
- 3.7 Any reference to natural persons shall include legal and juristic persons and vice versa;
- 3.8 The clause headings in *this Agreement* have been inserted for convenience only and shall not be taken into account in its interpretation;
- 3.9 A Party includes a reference to that Party's successors in title and assigns allowed at law;
- 3.10 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;
- 3.11 Words and expressions defined in any clause shall, for the purpose of the clause of which that clause forms part, bear the meaning assigned to such words and expressions in that clause;
- 3.12 *This Agreement* shall be governed by and interpreted in accordance with the Laws of the Republic of South Africa;
- 3.13 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;
- 3.14 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
- 3.15 The rule of construction that *this Agreement* shall be interpreted against the Party responsible for the drafting of *this Agreement*, shall not apply.

PART B: APPLICATION, OBJECTIVES AND DURATION OF THIS AGREEMENT

4. APPLICATION AND EFFECT OF THIS AGREEMENT

4.1 Unless expressly stipulated otherwise, *this Agreement*: -

4.1.1 applies to the employment of Players by a *Province*, and matters ancillary thereto;

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

4.1.3 binds the *Members of SAREO* and the *Members of SARPA*; and for so long as *SARPA* represents a majority of the Players employed by the *Provinces*, also binds all Players who are not *Members of SARPA* in terms of s23 (1) (d) of the Act.

4.2 No agreement between a *Province* and a Player may, unless so provided for in *this Agreement* –

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

4.2.2 permit a 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 Players and the *Provinces* at a 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 Players and SARPA genuine 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 Collective Agreement in force between SAREO 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 six (6) months' written notice to the other.

PART C: CONTRACTING PLAYERS

7. PERMISSIBLE CONTRACT CATEGORIES AND LIMITS ON CONTRACT NUMBERS

- 7.1 A *Franchise*, *Emerging Franchise* and *Non-Franchise* may have under contract at any one time –

- 7.1.1 in the case of a *Franchise* -

- 7.1.1.1 a maximum of 45 *Professional Players*, under *Professional Player Contracts*; and

- 7.1.1.2 an unlimited number of *Development Players*, under *Development Player Contracts*;

- 7.1.2 in the case of an *Emerging Franchise*, a maximum of 45 *Professional Players*, under *Professional Player Contracts*;

- 7.1.3 in the case of a *Non-Franchise* -

- 7.1.3.1 a maximum of 23 *Professional Players*, under *Professional Player Contracts*; and

- 7.1.3.2 a maximum of 40 *Professional* and *Semi-Professional Players* combined.

- 7.2 In addition to the above, the Leopards may, at any one time, have under contract an unlimited number of *Development Players*, under *Development Player Contracts*.
- 7.3 *Contracted Players* may be contracted on a Free-Agency basis, subject to the following limitations -
- 7.3.1 In the case of a *Franchise*, only *Development Players* may be contracted on a Free-Agency basis;
- 7.3.2 In the case of an *Emerging Franchise* or *Non-Franchise*, any category of Player may be contracted on a Free-Agency basis, but subject to a limit of 7 (seven) Players at any one time; provided that in the case of the Leopards there shall be no limitation on the number of *Development Players* that may be contracted on a Free-Agency basis.
- 7.4 Subject to clause 7.5, no *Franchise*, *Emerging Franchise* or *Non-Franchise* may have any Player under contract except as set out in Clauses 7.1.1, 7.1.2 and 7.1.3, and any contract that is not substantially a contract contemplated in these sub-clauses shall be deemed to be a *Professional Player Contract* for the purposes of this Clause.
- 7.5 Nothing in this Clause shall prevent a *Franchise*, *Emerging Franchise* or *Non-Franchise* from concluding a *Loan Agreement* with a *Loan Player*, as contemplated in Clause 9, 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.

8 USE OF CONTRACTED PLAYERS AND CLUB PLAYERS IN THE COMPETITONS

- 8.1. *Franchises*, *Emerging Franchises* and *Non-Franchises* may use *Contracted Players* and *Club Players* in the *Competitions*, only as set out in this clause.
- 8.2. A *Franchise* may use –
- 8.2.1. *Professional Players* and, in the circumstances contemplated in Clause 8.7, *Club Players* and *Development Players*, in the *Senior Competitions*;

- 8.2.2. *Professional Players and Club Players in the Supersport Challenge Competition;*
- 8.2.3. *Professional Players and Club Players, who are eligible to play in the Under 21 Competition, and Development Players, in the Under 21 Competition.*
- 8.3 *An Emerging Franchise may use Professional Players and Club Players in the Senior Competitions;*
- 8.4 *A Non-Franchise may use Professional Players, Semi-Professional Players and Club Players in the Senior Competitions.*
- 8.5. *The Leopards may, in addition to the Players contemplated in Clause 8.4, use Professional Players and Club Players who are eligible to play in the Under 21 Competition, and Development Players in the Under 21 Competition; and in the circumstances contemplated in Clause 8.7 the Leopards may use Club Players and Development Players in the Senior Competitions.*
- 8.6 *Where a Club Player is used by a Franchise in the SuperSport Challenge Competition or by an Emerging Franchise or Non-Franchise in the Senior Competitions, other than where the Club Player is used to replace a Player in one of the circumstances contemplated in Clause 8.7 the combined number of Contracted Players and Club Players shall not exceed 45 in the case of a Franchise and Emerging-Franchise, and 40 in the case of a Non-Franchise.*
- 8.7. *The circumstances under which a Franchise, Emerging Franchise or Non-Franchise may use a Club Player and / or Development Player to replace a Contracted Player are -*
- 8.7.1. *where a Contracted Player's contract has been suspended on grounds of misconduct or where a player is unable to play due to injury or ill-health; or*
- 8.7.2. *where a Contracted Player has been seconded to SARU.*

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

9. LOAN PLAYERS

- 9.1 A Player may be loaned by one *Province* to another under a *Loan Agreement*.
- 9.2 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 7.1.1, 7.1.2 and 7.1.3 and shall for the duration of the *Loan*, be regarded as a *Contracted Player* of the *Borrowing Province* for this purpose. .
- 9.3 The *Loan Agreement* must be concluded in writing between the *Lending Province*, the *Borrowing Province* and the Player and, once concluded, the *Lending Province* or *Borrowing Province* must make it available to SARPA and to the *Loan Player*.
- 9.4 A *Loan Agreement* shall not in any way reduce the *Remuneration* or benefits that the 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.
- 9.5 The *Lending Province* and the *Borrowing Province* shall be jointly and severally responsible to ensure that their obligations in terms of Clause 9.4 are met towards the *Loan Player*.
- 9.6 Nothing in clause 9.4 shall prevent a *Borrowing Province* from paying a *Loan Player* more than he would have received from the *Lending Province*.

10. FORM OF PLAYER CONTRACTS

- 10.1 All Player Contracts must –
- 10.1.1 be in writing; and
- 10.1.2 be substantially in the form of Schedule I, in the case of a *Professional Player Contract*;
- 10.1.3 be substantially in the form of Schedule IA, in the case of a *Professional PON/ Player*;

10.1.4 be substantially in the form of Schedule II, in the case of a *Semi-Professional Player Contract*;

10.1.5 be substantially in the form of Schedule III, in the case of a *Development Player Contract*;

10.1.6 be for a fixed term;

10.1.7 expressly state –

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

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

(i) on a *Free-Agent Basis*;

(ii) as a *PONI*.

10.2 Nothing shall prevent a *Province* and a Player from amending or adding to the terms and conditions set out in Schedules I, IA, II and III, provided that such amendments and additions are not inconsistent with *this Agreement*, and do not detract from the Players' rights under *this Agreement*.

11. RENEWAL OF PLAYER CONTRACTS

It is recognised and acknowledged by the *Parties* that –

11.1 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;

11.2 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;

- 11.3 there is a legitimate and compelling rationale for the use by *Provinces* of fixed-term contracts of varying duration for the employment of Players;
- 11.4 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 Player is advised to the contrary; and
- 11.5 unless otherwise agreed to in writing, only the *CEO* is authorised to advise a Player of the *Province's* intention to renew the contract, and Players shall not rely on any representations or undertakings made or given by any other person in this regard.

12. MINIMUM DURATION OF PLAYER CONTRACTS

- 12.1 All Player Contracts must be concluded for a minimum 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:
 - 12.1.1 When a *Contracted Player* is contracted as a *Semi-Professional Player*, under a *Semi-Professional Contract*, in which case the Player Contract shall be for a minimum of 8 (eight) months;
 - 12.1.2 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 Player's right to terminate the Contract prematurely on 14 days' written notice to the *Province*;
 - 12.1.3 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*;
 - 12.1.4 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;
 - 12.1.5 When a Player has entered into a *SARU National Sevens* 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*;

12.1.6 When a *Province* breaches its contractual obligations with a Player and the Player cancels its Player Contract with such *Province* and is then contracted by another *Province* for a period; and

12.2 A *Province* intending to contract a Player in the circumstances contemplated in Clauses 12.1.1 to 12.1.6 above must notify SARPA in advance and in writing that it intends contracting the Player for such shorter period.

13. EXTENDING CONTRACTING PERIODS IN ORDER TO RETAIN PLAYER

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

13.1.1 is younger than 27 years of age;

13.1.2 is contracted by a *Province* for the first time on or after 1 November 2019; and

13.1.3 is being contracted by a *Franchise* as a *Professional Player* or a *Development Player*.

13.2 A Player who is contracted by a *Franchise* for a period of less than three years shall, subject to Clause 13.3, be deemed to have awarded an option in favour of all the *Franchises* to contract the Player for a period of three years, which includes the initial period.

13.3 If the Player contemplated in clause 13.2 is selected as a *Member* of the Springbok Squad during the tenure of his Player Contract with the *Franchise*, or any extension thereof contemplated in clause 13.2, then the three-year period contemplated in Clause 13.2 is replaced by a four-year period.

13.4 The exercise by the *Franchise* of the options contemplated in this Clause 13 –

13.4.1 may be made by the *Franchise* to which the Player is contracted at the time that the offer is made, or by any other *Franchise* (subject to Clause 13.5 below);

- 13.4.2 must be made by such *Franchise* not later than 8 (months) months prior to the expiry of the Player's existing contract and in this regard, it is specifically recorded that no Player shall be obliged to accept any offer of a contract from a *Franchise* beyond this date; and
- 13.4.3 must be on terms wholly not less favourable to the Player than those governing his employment immediately prior to such right of renewal being exercised or such offer being made.
- 13.5 In the circumstances contemplated in Clause 13.4.1, the Player shall be free to choose which offer to accept, that is, the offer made by the *Franchise* to which he is contracted, or by another *Franchise*; provided that nothing in this clause shall be deemed to limit the rights of a *Province* to whom a Player has expressly granted an option or right of first refusal in his Player Contract.
- 14. WINDOW PERIOD AND PLAYER'S RIGHT TO NEGOTIATE**
- 14.1 A Contracted Player, his agent, or any other party acting on the 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 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.
- 14.2 The request contemplated in Clause 14.1 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.
- 14.3 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.
- 14.4 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*.

- 14.5 In the event that the Consent is refused, the *Province* shall, in the response contemplated in Clause 14.1 above, provide full and comprehensive reasons for such refusal in writing to the Contracted Player along with the written notice of refusal thereof.
- 14.6 In the absence of a response, within the time period contemplated in Clause 14.4, together with the reasons, if applicable, contemplated in Clause 14.5, the *Province* shall be deemed to have given the Consent.
- 14.7 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.
- 14.8 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.
- 14.9 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.

15. STANDARD PLAYER CONTRACT: CONDITIONAL

- 15.1 A Player will be subject to the passing of medical and fitness examinations prescribed by *Provinces* if immediately before concluding his Player Contract, he:
- 15.1.1 was not under contract to any other *Province*; and/or
- 15.1.2 was under contract to a *Province* but had been playing overseas for a period longer than 6 (six) months.
- 15.2 The medical and fitness examination contemplated in Clause 15.1 must be conducted within 2 (two) weeks of the commencement of the Player's contract with the *Province*.
- 15.3 In the event that –

15.3.1 a Player as referred to in Clause 15.1 above fails to pass a medical and fitness examination as contemplated herein, the Player Contract shall be void *ab initio*;

15.3.2 a Province does not conduct such medical and fitness examination within the 2 (two) week period, the condition contemplated in Clause 15.1 shall be regarded as having been fulfilled on the expiration of such period and the Province shall thereafter deal with any incapacity or unfitness on the Player's part in terms of the *Performance Procedure* contained in Schedule VII.

PART D: LIMITATIONS ON TOTAL ANNUAL SPEND

16. REMUNERATION CAPS

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

CATEGORY OF PLAYER	FRANCHISES and Leopards (for purposes of Development Players)			EMERGING FRANCHISES			NON-FRANCHISES		
	2020	2021	2022	2020	2021	2022	2020	2021	2022
Professional Players	R 60m	R 61m	R 62m	R 15m	R 16m	R 17m	R 6m	R 6.4m	R 7m
Semi-Professional Player	N/A	N/A	N/A	N/A	N/A	N/A			
Development Players	R 10	R 7.5	R 7.5	N/A	N/A	N/A			

16.2 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*.

17. INDIRECTLY PROCURED REMUNERATION

17.1 Any *Franchise*, *Emerging Franchise* or *Non-Franchise* that requests, encourages, or induces a third party (for purposes of this Clause 17, referred to as "the Third Party") to make a payment to a Player, in money or in kind, for any purpose whatsoever shall disclose to *the Monitoring Committee* –

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

17.1.2 the identity of the Player and the Third Party;

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

17.2 Any amount contemplated in Clause 17.1 may be added by *the Monitoring Committee* to the *Total Annual Spend* of a *Province*.

18. REPORTING TO MONITORING COMMITTEE

18.1 There is hereby established a Monitoring Committee comprising one representative from each of *SAREO*, *SARPA* and *SARU*.

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

18.3 *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.

18.4 *The Monitoring Committee* shall have the power to –

18.4.1 Monitor compliance by *Provinces* with the *Maximum Player Limits* in Clause 7.1 and the *Total Annual Spend Limits* in Clause 16.1;

- 18.4.2 Report alleged contraventions of the *Maximum Player Limits* and *Total Annual Spend Limits* contemplated in Clause 18.4.1 to SAREO;
- 18.4.3 Exercise all such powers as may be necessary or incidental to the powers contemplated in this Clause 18.
- 18.5 All *Provinces* must monthly by the 5th 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 –
- 18.5.1 the *Province's Contracted Players*, indicating in the case of each Player whether such player is a Professional, Semi-Professional or *Development Player*; and
- 18.5.2 all additional Players, other than the Players specified in Clause 18.5.1, who may have played for the *Province* in the preceding calendar month, whether as *Contracted Players* or *Club Players*.
- 18.6 On the 5th 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*.
19. **PENALTIES**
- 19.1 Any *Province* that –
- 19.1.1 exceeds the limitations imposed by Clause 7 above in respect of the number of Players it may contract and/or the *Total Annual Spend* restrictions imposed by Clause 16 above, in respect of any year;
- 19.1.2 breaches the provisions of Clause 8;
- 19.1.3 fails to make a disclosure contemplated in Clause 17
- 19.1.4 fails, not later than 7 days after receiving a written demand from the *Monitoring Committee*, to make the disclosures contemplated in clauses 18.5 or 18.6;
- shall be –

- 19.2 liable under this Agreement to pay to SAREO a fine of -
- 19.2.1 R500 000.00 for a first offence in the *Contracting Cycle*;
- 19.2.2 R1 000 000.00 for a second offence in the *Contracting Cycle*; or
- 19.3 liable to be suspended from the applicable *Franchise, Emerging Franchise or Non-Franchise Competition*, for a third offence in the *Contracting Cycle*.
- 19.4 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.
- 19.5 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*.
- 19.6 In the circumstances contemplated in Clause 19.7, 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 any suspension from a competition, or portion thereof, to which a *Province* may become liable under Clause 19.
- 19.7 In respect of any liability for a penalty arising during the 2020 year only, the Monitoring Committee may recommend a waiver of a fine or suspension, or a portion thereof, and SAREO may waive such fine or suspension, as contemplated in Clause 19.6, only if the Monitoring Committee and SAREO are satisfied, in their sole discretion, that -
- 19.7.1 the breach in question was committed inadvertently and without negligence on the part of the breaching party, and
- 19.7.2 the breach did not result in substantial advantage to the breaching party, and substantial disadvantage to the remaining *Provinces*.

20. TRANSITIONAL CLAUSE

20.1 For the purposes of this Part D, a Player who, at the commencement of *this Agreement*, was already under contract to a *Province* –

20.1.1 on basis designated as "Full-Time" under his Player Contract, and who has remained so contracted, will be deemed to be a *Professional Player*;

20.1.2 as a *Semi-Professional Player*, and who has remained so contracted, will be deemed to be a *Semi-Professional Player*; and

20.1.3 an under 21-Player, or younger, who has been contracted by a *Province* and who has remained so contracted, will be deemed to be a *Development Player*.

PART E: REMUNERATION

21. MINIMUM REMUNERATION

21.1 Subject to Clause 21.2, *Professional Players* must be paid a minimum monthly *Remuneration* of R 10 600 (Ten Thousand Six Hundred Rand);

21.2 Clause 21.1 does not apply to *Professional Players* contracted by an *Emerging Franchise* or *Non-Franchise* on a *Free-Agent Basis*, who may be paid less (or more) than R10 600.

21.3 A *Semi-Professional Player* must be paid a minimum monthly *Remuneration* of R 6 000 (Six Thousand Rand).

21.4 The amounts contemplated in this clause shall be increased by the prevailing rate of CPI with effect from 1 November 2020.

22. MINIMUM REMUNERATION FOR PLAYING IN THE SUPER RUGBY AND PRO14 COMPETITIONS

22.1 All *Franchises* shall, at least one week before their first *Match* of the Super Rugby or *Pro-14 Competition*, announce an official squad of at least 30 Players that will participate in such *Competition*.

22.2 With effect from such date, until the last *Match* played by the *Franchise* in the Super Rugby or *Pro14 Competition*, all 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 R35 000.00 (Thirty-Five Thousand Rand). This amount shall be increased by the prevailing rate of CPI with effect from 1 November 2020.

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

22.3.1 A *Development Player* who plays in the Super Rugby or *Pro14 Competition* shall be regarded as part of the reconstituted squad contemplated in clause 22.2 for as long as he so plays.

22.3.2 if a *Franchise* selects more than 30 Players to the Super Rugby/Pro 14 Squads contemplated in Clause 22.1, the *Franchise* shall be obliged to pay at least the minimum *Remuneration* to 30 Players;

22.3.3 *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 Super Rugby or *Pro-14 Competitions*.

23. MATCH FEES FOR CERTAIN PLAYERS

23.1 Subject to Clause 23.3, *Development Players* and *Club Players* playing for a *Province* in a *Senior Competition* shall be paid:

23.1.1 a minimum *Match Fee* of R1 500 (One Thousand Five Hundred Rand) per *Match*, for playing in the *SuperSport Rugby Challenge Competition*;

23.1.2 a minimum *Match Fee* of R2 000.00 (Two Thousand Rand) per *Match*, for playing in the *Currie Cup First Division Competition*; and

- 23.1.3 a minimum *Match Fee* of R3 000 (Three Thousand Rand) per *Match*, for playing in the *Currie Cup Premier Division Competition*.
- 23.2 The *Match Fees* as set out in Clauses 23.1.1, 23.1.2 and 23.1.3 shall also be payable to *Development Players* and *Club Players* used on an *Ad-Hoc* basis should they play in *Promotion-Relegation Matches*.
- 23.3 Despite Clause 23.1, a *Development Player* shall not be paid the *Match Fees* contemplated in this Clause 23, if he is receiving at least the minimum *Remuneration* contemplated in Clauses 21 and 22.

PART F: MEDICAL AID COVER AND INCOME PROTECTION

24. MEDICAL AID COVER

- 24.1 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 participate in a *Match* without being a *Member* of a *Comprehensive Medical Scheme*.
- 24.2 The *Parties* further recognise and agree that, subject to Clause 24.12, 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.
- 24.3 In the case of *Club Players* used on an *Ad-Hoc* basis *Provinces* 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*.
- 24.4 *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 24.2, shall nevertheless be part of the compulsory employer group *GAP cover*.
- 24.5. It is acknowledged that under the applicable rules of the *Comprehensive Medical Scheme* contributions must be made for a minimum of twelve months. This creates

challenges where a Player is contracted for less than twelve months, and to deal with such challenges the *Parties* agree that in respect of such Players the following arrangements shall apply:

24.5.1. The *Province* with which that Player is contracted shall be entitled to recover from the Player, by way of equal monthly deductions from the Player's *Remuneration* over the actual period of the Player's contract, the total amount due by the Player in respect of his medical contributions for a twelve month period, so that the *Province* is able to pay such contributions over the required twelve-month period.

24.5.2 This twelve-month period shall commence on the first day of the month of the Player's employment with the *Province*.

24.5.3 The *Province* ("the First *Province*") shall continue paying the balance of the twelve-month medical scheme contributions to the medical aid scheme after the Player has left its employ, unless the Player resumes employment with another *Province* ("the Other *Province*"), in which case the First *Province* shall pay those contributions to the Other *Province*, 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 Player for those months that the First *Province* had recovered such contributions.

24.6 In order to ensure access to healthcare, and rehabilitation treatment and management for Players, and to mitigate medical expenses risk for the *Provinces* and Players, the *Provinces* have agreed to comply with the following -

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

24.6.2 Thereafter, membership will be verified by a *Province* every six months; and

24.6.3 the *Provinces* will identify a responsible person or persons at the *Provinces* who will attend to the reasonable requests for information and documentation as advised by the *Appointed Financial Advisor*.

- 24.7 The *Appointed Financial Advisor* will annually review the best suited and appropriate cover for Players and will provide a full cover description, application and process guide to the *Province*.
- 24.8 The on-boarding administration and premium deduction for this *Comprehensive Medical Scheme* cover will be done by the *Province* where the *Contracted Player* is employed.
- 24.9 The on-boarding administration should be concluded before the first day of employment.
- 24.10 The on-boarding process is subject to the following -
- 24.10.1. relevant application documents must be completed by the *Province*;
 - 24.10.2 the *Province* must submit the application documents to the *Appointed Financial Adviser* for submission to the scheme;
 - 24.10.3 The *Province* shall ensure that every *Contracted Player* is uploaded on the *Province's* medical aid provider pay point;
 - 24.10.4 The *Appointed Financial Advisor* shall provide monthly premium schedules to the *Provinces*;
 - 24.10.5 The applicable monthly premiums shall be deducted from the *Remuneration* of the *Contracted Player* and will be paid over by the *Province* to the relevant medical aid fund by no later than the 5th day of the month following the deduction; and
 - 24.10.6 The *Provinces* shall sign the applicable "financial advisor note" ensuring that such *Appointed Financial Advisors* of SARPA can assist the *Provinces* with the medical aid administration.
- 24.11 Despite anything to the contrary in this Clause 24 –
- 24.11.1. 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.
 - 24.11.2 The approval contemplated in Clause 24.11.1 may only be withheld in the event that:

24.11.2.1 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

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

24.11.3 Sharks and WP 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.

24.12 During periods of overseas travel, the *Province* 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.

25. REMUNERATION FOR TEMPORARY DISABILITY AND CATASTROPHIC INJURY OF CONTRACTED PLAYERS

25.1 Subject to clauses 25.3, 25.4 and 25.5 below, each *Province* 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:

25.1.1 for a period of 12 (twelve) months or, until the *Contracted Player* has been declared fit, if such *Temporary Disability* occurs in the final year of the *Contracted Players* contract; or

25.1.2 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, if such *Temporary Disability* occurs before the final year of a *Contracted Player's* contract.

25.2 For the avoidance of doubt the exclusions referred to in Clause 25.5 below will only be applicable after:

- 25.2.1 180 (one hundred and eighty) days from the date of the incident which caused the *Temporary Disability* in respect of Players contracted at each of the Blue Bulls, Cheetahs, Southern Kings, Lions, Sharks and Western Province; or
- 25.2.2 90 (ninety) days from the date of the incident which caused the *Temporary Disability* in respect of Players contracted at each of Boland, Border, Griffons, Griquas, Leopards, Pumas, SWD and Valke.
- 25.3 In addition to Clause 25.1 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 25.1 above.
- 25.4 Each *Province* 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:
- 25.4.1 180 (one hundred and eighty) days from date of the incident which caused the *Temporary Disability* in respect of a *Contracted Player* at each of the Blue Bulls, Cheetahs, Southern Kings, Lions, Sharks and Western Province; or
- 25.4.2 90 (ninety) days from date of the incident which caused the *Temporary Disability* in respect of a *Contracted Player* at each of Boland, Border, Griquas, Griffons, Leopards, Pumas, SWD and Valke.
- 25.5 General Exclusions
- 25.5.1 The *Monthly Salary* as stipulated in Clause 24.1 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:
- 25.5.1.1 any nuclear reaction or nuclear radiation;
- 25.5.1.2 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;
- 25.5.1.3 active participation in any mutiny, riot or civil commotion that assumes the proportions of or amounts to a popular uprising;

- 25.5.1.4 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;
- 25.5.1.5 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);
- 25.5.1.6 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
- 25.5.1.7 that from its nature or context is or appears to be done in connection with political, social, religious, ideological or similar causes or objectives.
- 25.5.2 The *Monthly Salary* as stipulated in Clause 24.1 above will not be payable if the claim is in any direct or indirect way caused by, related to, or a result of:
 - 25.5.2.1 a *Contracted Player's* attempted suicide or intentional self-inflicted injuries;
 - 25.5.2.2 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);
 - 25.5.2.3 the use of any substance in violation of the rules and regulations of *WR*; and
 - 25.5.2.4 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.

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

25.5.3.1 The maximum *Salary* per *Contracted Player* per year will be limited to R4,000,000 (Four Million Rand);

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

25.5.3.3 Pre-existing injuries, that are identified when a player is contracted, will not be covered until the player has completed 400 (four hundred) minutes official *Game* time;

25.5.3.4 *Permanent Exclusions* identified when a player is contracted;

25.5.3.5 The maximum entry age of a player newly contracted with a *Province* 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.

25.6 The *Provinces'* obligation to pay a *Contracted Player* as provided in this Clause 25 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*.

25.7 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 sustains an injury during the *Loan* period.

26 PLAYERS CONTRACTED OVERSEAS

26.1 If a *Contracted Player* is granted written consent by a *Province* to play rugby overseas during the terms of his Player Contract, then all payments and benefits of his Player Contract will be suspended from the date of his departure from South Africa.

26.2 In the case of a *Contracted Player* who is granted consent to play rugby overseas for a period of longer than 6 (six) months (a "Long-Term Contract") the payments and benefits shall recommence on the day that he reports back for duty in South Africa, uninjured and able to perform his obligations in terms of his Player Contract. If the

Contracted Player upon his return from overseas is unable to perform his obligations in terms of his *Player Contract*, his payments and benefits will only re-commence on the day when he is able to perform his obligations.

26.3 In the case of a *Contracted Player* who is granted written consent to play rugby overseas for a period of 6 (six) months or less (a "Short-Term Contract"), and such *Player* incurs a *Temporary Disability* or a *Catastrophic Injury* during the term of the Short-term Contract, the *Players Province* agrees to pay such player his or her *Monthly Salary* with effect from:

26.3.1 180 (one hundred and eighty) days from the date of expiry of the Short-term Contract in respect of each of the Blue Bulls, Southern Kings, Cheetahs, Lions, Sharks and Western Province; or

26.3.2 90 (ninety) days from the date of expiry of the Short-term Contract in respect of each of Boland, Border, SWD, Griffons, Leopards, Valke, Griquas and Pumas.

26.4 Each *Province* must notify the *Appointed Financial Advisor* of all *Contracted Players* with a Short-term Contract referred to in Clause 26.3 above prior to the commencement of such Short-term Contract.

26.5 A *Contracted Player* as contemplated above shall be obliged at his own costs to take out adequate insurance against any loss of income for injuries incurred during the period when he plays overseas. The *Province* will have no obligation in respect thereof whatsoever.

26.6 This Clause 26 shall not apply after 1 November 2021.

PART G: PENSION FUND AND FINANCIAL ADVISORS

27. PENSION FUND

27.1 All *Contracted Players* shall contribute a minimum of 15% on a total cost-to-company (TCtC) basis to the *Pension Fund*. Such contribution shall be classified as a 7.5% *Province* and a 7.5% *Player* contribution on the *Province's* payroll system.

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

27.3 At their election –

27.3.1. Players may, in respect of any tax year of assessment, limit their annual contribution amounts to the *Pension Fund* in line with the annual maximum tax-deductible amount as determined by SARS and amended from time to time;

27.3.2 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 27.1 and allowed in clause 27.3.1). Such request must be conveyed annually to the *Province* with which the Player is contracted and to SARPA before the 15th 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.

27.4 *Provinces* shall deduct the contributions as set out above on a monthly basis and pay it over to the *Pension Fund*, as determined by the *Pension Funds Act*, 1956 or any other applicable legislation.

27.5 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*.

27.6 *Province's* must submit completed on boarding documentation prior to the 15th 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'* payroll in order to comply with taxation requirements.

28 APPOINTED FINANCIAL ADVISORS

28.1 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.

28.2 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 28.3. This will be done by way of an email to the chairperson and secretary of *SAREO*.

- 28.3 *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.
- 28.4 *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 28.2 above.
- 28.5 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 28.4 above, within 5 (five) days of receiving the particulars of the financial advisor from *SARPA*.
- 28.6 *SARPA* shall comment on the reasons advanced by *SAREO* within 7 (seven) days after receipt thereof.
- 28.7 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 49 of *the Agreement*.
- 28.8 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.
- 28.9 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.
- 28.10 The unsuccessful party in the Arbitration shall bear the costs of the arbitration.

- 28.11 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 28.1 to 28.8 shall again apply.
- 28.12 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.
- 28.13 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 49 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.
- 28.14 Pending the outcome of the arbitration, SARPA may continue to engage the financial advisor.
- 28.15 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.

- 28.16 Once the financial advisor and the Schemes have been appointed and nominated for purposes of this Clause 28, *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.

29 GENERAL GROUP INSURANCE COVER

- 29.1 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 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 players earning more than R 4 million per annum, Career ender cover, Life cover etc. Player participation in any such products needs to be communicated and confirmed by the player/*SARPA* or subsidiary or associated company of *SARPA*.

PART H: OTHER DUTIES OF PROVINCES TO PLAYERS

30 TRAVEL AND ACCOMMODATION

- 30.1 A *Province* will provide and pay for accommodation and travel required for all *Players* performing their *Duties* under *this Agreement*.
- 30.2 *Provinces* retain the right, in their 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 the *Province* and *SARU*.
- 30.3 *Provinces* shall arrange and pay for the cost of comprehensive travel insurance in an amount to be determined within the sole discretion of the *Province* to cover the *Player* for theft or loss of personal belongings during periods of national and overseas travel.
- 30.4 The *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

Player from accommodation arranged by the *Province*. These costs may be deducted by the *Province* from the Player's *Remuneration* payable to him after providing written details of the deductions to the Player.

30.5 A *Province* will provide free transport to Players or refund them the official SARS kilometre rate for the use of their private motor vehicles if Players are required to play in *Matches* at venues more than 50 (fifty) kilometres from their *Home Ground*.

30.6 *Provinces* will always provide Players with sufficient sustenance and refreshment when travelling.

31 PLAYER EDUCATION

31.1 The *Province* shall educate 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.

31.2 The *Province* shall also educate the Players on the laws relating to doping in the *Game* and advise them of the risks and consequences of doping. Each *Province* shall provide its Players with at least one compulsory anti-doping education session per year.

PART I: LEAVE

32 ANNUAL LEAVE

32.1 For the purpose of this Part I, any reference to Player shall mean a *Contracted Player*.

32.2 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 32.3.

32.3 Players contracted on contracts for less than 12 (twelve) months¹ shall be entitled to pro-rata leave of 2 days for each month of their Player Contract.

- 32.4 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.

33 FAMILY RESPONSIBILITY LEAVE

- 33.1 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.
- 33.2 In appropriate circumstances, a *Province* may – on grounds of compassion – grant a Player additional family responsibility leave.

34 SICK LEAVE

- 34.1 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.
- 34.2 It is recorded that the Basic Conditions of Employment Act entitles 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.
- 34.3 It is further recorded that the Act entitles a *Province* to refuse to pay a Player for sick leave where the 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.

35 PLAYER'S INVOLVEMENT IN EMPLOYMENT, BUSINESS AND STUDY AND THE SARPA PLAYER DEVELOPMENT PROGRAM

- 35.1 For the purposes of this clause, any reference to "Player", shall mean a *Contracted Player*, unless expressly specified otherwise.
- 35.2 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
- 35.3 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.
- 35.4 Subject to the provisions of Clause 35.6 the *Province* shall within 14 (fourteen) days of receipt of the request contemplated in Clause 35.3, either grant or withhold its consent, in writing.
- 35.5 A *Province* shall not be entitled to withhold its consent, unless such employment, occupation, business or studies could prevent the Player from meeting any one of his obligations under clause 36 of *this Agreement*.
- 35.6 If the *Province* does not respond within the time period contemplated in clause 35.4 the Player's request will be deemed to have been granted.
- 35.7 Should it become evident that the employment, occupation, business or studies contemplated in this clause is preventing a Player from fulfilling his obligations under Clause 36 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.
- 35.8 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 Players' reasonable needs with due regard to its own requirements.
- 35.9 *Development Players* shall attend at least 3 (three) player development modules which SARPA will provide at no cost to the *Provinces*. These modules are:
- 35.9.1 Personality and career analysis; and

- 35.9.2 Other modules that the SARPA Player Development Division considers necessary and relevant, in its discretion.
- 35.10 Provided that Players who provide proof that they are performing formal studies shall not be required to attend the personality and career analysis module.
- 35.11 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.
- 35.12 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.
- 35.13 The relevant *Provinces* agree that the facilities, such as meeting rooms, will be made available for these sessions as and when required.

PART J: DUTIES OF THE PLAYER

36 GENERAL DUTIES OF THE PLAYER

- 36.1 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.
- 36.2 Players shall perform all *Duties* and responsibilities required of them including but not limited to –
- 36.2.1 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;
- 36.2.2 playing the *Game* to the best of their ability and skill in accordance with the laws of the *Game*;

- 36.2.3 observing and abiding by all reasonable instructions and directions of the *Province*, its *Head Coaches* and *Members* of the *Province's* team management;
- 36.2.4 maintaining appropriate levels of fitness and skill as discussed and agreed to;
- 36.2.5 being available to participate in: -
 - 36.2.5.1 *Matches* played by the *Province*, provided that a Player shall not be required to participate in more than 32 *Matches* in any 12-month period if the Player plays *Matches* only for the *Province*, and shall not be required to participate in more than 28 *Matches* in any 12-month period if the Player is a *PONI*;
 - 36.2.5.2 training sessions and/or training camps; and
 - 36.2.5.3 Team and Squad meetings, subject always to the Provisions of *WR* Regulation 9.13, relating to international Squad sessions;
 - 36.2.5.4 in the case of a *PONI*, fitness and skills programme jointly administered by *SARU* and the *Province*, the specific requirements of which will be communicated to the Player in one-on-one sessions involving the National Director of Rugby and the *Province's* management, if and when such sessions actually take place;
- 36.2.6 making not more than 25 *Non-Commercial Appearances* per annum on behalf of the *Province*; provided that if the Player is a Springbok player, he shall not be required to make more than 12 *Non-Commercial Appearances* per annum on behalf of the *Province*;
- 36.2.7 Making *Commercial Appearances* on behalf of a *Province*, provided that a Player may not be required to participate in a *Commercial Appearance* where the *Franchise* has already required of its Players collectively to make 500 *Commercial Appearances* in total in a calendar year);
- 36.2.8 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 Player fail to adhere to this such conduct will be dealt with in terms of The Disciplinary Code, attached hereto and marked Schedule IV;

36.2.9 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 Player to do so and all requirements of Regulation 23 of *WR* (dealing with injury insurance) have been complied with; and

36.2.10 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 Player and the Players' Trust before or during the duration of *this Agreement*, the Player shall grant at no cost the unlimited use of his *Players' Collective Commercial Rights* to SARU and the *Province*.

36.3 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 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 IV and the Codes of Good Practice and the other relevant provisions of the Act have been duly followed.

37 DUTIES WITH REGARDS TO PHYSICAL CONDITION AND FITNESS

37.1 For the duration of his Player Contract, a Player must –

37.1.1 keep himself in good physical condition and fitness as prescribed and regulated by the *Province*;

37.1.2 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*, and any failure to do so could result in disciplinary action being taken against the Player;

37.1.3 attend and participate in any physical or fitness examination required by the *Province*;

37.1.4 subject to Clause 37.2, undergo any necessary medical treatment prescribed by a registered medical practitioner approved by the *Province* concerning any illness, disability, injury or other condition affecting his ability to play the *Game*.

- 37.1.5 comply with reasonable instructions by the *Province's* medical team;
- 37.1.6 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 Player and could lead to the termination of the Player Contract; and
- 37.1.7 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.
- 37.2 Before undergoing medical treatment as contemplated in Clause 37.1.4, the 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 Player and the *Province* or *SARU*, as the case may be.
- 37.3 In the case of a *PONI*, the Player's obligation with respect to his physical condition, fitness and diet will be more fully spelt out in an enhanced performance programme, jointly monitored by the *Province* and *SARU*.
- 37.4 Nothing in this Clause 37, Schedule IV or anywhere else in *this Agreement* shall be interpreted to allow a *Province* to interfere with a 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*.

38 HOURS OF WORK

- 38.1 To the extent that a 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 Player at increased rates in respect of such work, a *Province* shall, in lieu of paying the Player at the increased rates, grant the Player time off in line with applicable legislation.

38.2 During *Competitions*, where 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 Players one full day off and the Player will receive his normal *Remuneration* for such day.

38.3 In the event that a Player is required to participate in the execution of the Players Commercial Rights and such an execution falls on an off day, the consent of the Player will be required and such consent may not be unreasonably withheld by the Player, provided that the Player has received sufficient notice of the *Appearance*.

39 CLUB MEMBERSHIP

39.1 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 Player shall join such *Club* within the aforesated period.

39.2 Whilst under contract with a *Province*, a Player may only change *Clubs* with the prior written permission of the *Province*.

39.3 Notwithstanding the provisions of Clause 39.1, *Provinces* may, in the interests of the equitable development of the *Clubs* within their boundaries, and after consulting with the Player, direct that a Player join one of two *Premier Clubs*. A Player may refuse to join such *Club* only if the *Province* has acted unreasonably taking into account the *Province's* and the Player's interests, and the need to ensure the equitable development of *Clubs* within the *Province*.

39.4 The *Province* may direct that a Player shall not play for, or train with, his *Club* if, in the opinion of the *Province*, this would interfere with the Player's obligations under his Player Contract and *this Agreement*.

39.5 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.

40 ANTI-DOPING

40.1 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.

40.2 *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.

40.3 The *Provinces* shall provide adequate and appropriate anti-doping education to the *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.

40.4 In the event that the *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:

40.4.1 the *Province* has complied with its obligations in Clause 40.6 below;

40.4.2 prior to suspending the *Player's* contract, the *Province* substantially complied with the procedures set out in the Act entitling the *Player* to a fair hearing; and

40.5 If a *Player* contemplated in Clause 40.4 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.

40.6 The *Province* undertakes -

40.6.1 never to require of any *Player* to ingest any prohibited substance and to ensure that a person who does so on its behalf is properly disciplined;

40.6.2 to ensure that all supplements, food and beverages provided to a *Player*, as the case may be, will not be contaminated by any prohibited substances; and

40.6.3 to properly educate the *Player* on the dangers of doping and on how to apply for Therapeutic Use Exemptions.

- 40.7 The 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*.

PART K: PLAYER COLLECTIVE COMMERCIAL RIGHTS AND USE OF PLAYER ATTRIBUTES

41 PLAYERS' COLLECTIVE COMMERCIAL RIGHTS AND PLAYER ATTRIBUTES

- 41.1 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* the right to use such *Players' Collective Commercial Rights* and the right to grant the *Provinces* the use of such *Players Collective Commercial Rights*.
- 41.2 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 *Player* then 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 *Player* by virtue of *this Agreement*, and at no cost to the *Province* and *SARU*.
- 41.3 Should a *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 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 *Player* transfers such right to the *Players Trust*.

42 PLAYERS' USE OF THEIR PLAYER ATTRIBUTES

- 42.1 Players shall not, whilst contracted to a *Province*, and without the prior written consent of the *Province* –
- 42.1.1 conclude any agreement, or make any arrangement concerning:
- 42.1.2 any *Appearances*; or

- 42.1.3 the use of their *Player Attributes* for the purpose of endorsing, promoting and/or marketing any party;
- 42.1.4 communicate with, or write for, the media;
- 42.1.5 be involved in a radio or television broadcast; or
- 42.1.6 enter into any agreement relating to the internet.
- 42.2 Should a Player wish to obtain his *Province's* consent as contemplated in Clause 42.1 the Player shall address a written request to his *Province*. The *Province* shall respond in writing within (three) working days of receiving the request and shall either grant or deny the request. Should the *Province* deny the request, it shall provide the Player with brief reasons for such denial.
- 42.3 If a *Province* fails to respond within the time period contemplated in clause 42.2 above, the *Province* shall be deemed to have granted the request.
- 42.4 A *Province* may not withhold the consent contemplated in clause 42.2 unless the *Agreement* or arrangement referred to in clause 42.1 –
 - 42.4.1 relates to products or services directly competitive with those of the *Province* and / or its *Sponsors* or *Suppliers*;
 - 42.4.2 involves the disclosure of *Confidential Information* or is prejudicial to the interests of the *Province*, *SARU*, *WR* or the *Game*; or
 - 42.4.3 tends to bring the *Game* and/or the *Province* into disrepute.
- 42.5 When participating in any *Appearance* after having obtained a *Province's* consent, a Player may not, unless the *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*.
- 42.6 Notwithstanding anything to the contrary in *this Agreement*, if an existing agreement, other than an agreement contemplated in Clause 42, between a Player and a third party concerning any matter set out in Clause 42.1 of *this Agreement* and relating to products or services competitive with those of his *Province*, or one or more of the *Province's Sponsors*, terminates during the term of his agreement with the *Province*, the *Province's*

Sponsor shall have the first option of entering into an agreement with the Player on at least similar terms to those offered by such third party. Should the *Sponsor* elect not to exercise the option the Player shall be entitled to renew *the Agreement* with the third party.

42.7 An "existing agreement" for the purposes of Clause 42.6 means an agreement in existence when the Player concluded his Player Contract with the *Province*.

42.8 The *Provinces* shall keep written records of the number of *Commercial Appearances* made by the 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.

43 SPECIAL PROVISIONS RELATING TO APPAREL, TECHNICAL GEAR AND FOOTWEAR

43.1 *Provinces* will provide Players with the official *Apparel* and *Technical Gear* in terms of the *Agreements* entered into with *Sponsors* of the *Provinces*. 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* or SARU's Squads or Teams, and shall not remove, alter or obscure any logos, brand names or identification devices on such *Apparel* or *Technical Gear*.

43.2 A Player may not, during any of the periods or occasions contemplated in Clause 43.1, 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 Player may wear such *Apparel* or *Technical Gear* if he fully blocks out such competing logos, brand names or other distinguishing marks.

43.3 Despite anything to the contrary in *this Agreement*, Players may –

43.3.1 wear *Technical Gear* of their choice, subject to Clause 43.2, 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

43.3.2 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*.

- 43.4 Nothing in this Clause shall preclude a Player from having a personal endorsement agreement with a *Footwear*, or *Technical Gear Sponsor*, provided the Player complies with the provisions of this clause, and Clause 44.

44 CONCLUSION OF A FOOTWEAR AND TECHNICAL GEAR ENDORSEMENT AGREEMENT BY A PLAYER

- 44.1. A 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 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.
- 44.2 Subject to Clause 44.3, the *Province's Technical Gear Sponsor* shall be entitled to the right of first refusal contemplated in Clause 44.1 in respect of all renewals of a Player's *Technical Gear* endorsement agreement.
- 44.3 If a 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 Player shall afford his *Province's Technical Gear Sponsor* the opportunity of making an offer to the Player prior to such third-party *Sponsor* exercising its right of first refusal. The 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 Player may accept such offer.
- 44.4 The sole criterion for determining whether an offer has been *Matched* under Clause 44.3 shall be the financial benefit due to the Player under that agreement.

PART L: DISCIPLINARY ISSUES AND TERMINATION OF CONTRACTS

45 MISCONDUCT AND DISCIPLINARY PROCEDURE

- 45.1. Players shall conduct themselves consistently with their status as professional rugby players and in accordance with the disciplinary rules and regulations applicable to them. These rules include those of the *Province* and *SARU*.
- 45.2. The Player's contract is held by the *Province*, even during the *Period of Secondment*. Therefore, if the Player is guilty of any misconduct during a *Period of Secondment*, the *Province* shall be responsible for disciplining the Player. However, the *Province* shall conduct such discipline in close consultation with *SARU*.
- 45.3. The Player is entitled to legal representation at any disciplinary inquiry conducted under the provisions of *this Agreement*.
- 45.4. The Player shall further refrain from actions or lack of actions which constitute misconduct under the Disciplinary Regulations of *WR* and *SARU*. Should the 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 Player.
- 45.5. 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 the *Province*.

46 LEGAL REPRESENTATION

- 46.1. It is recorded that *SAREO* and *SARPA* are committed to ensuring that the Player is allowed prompt access to legal representation at citing proceedings during local and overseas *Matches* played by the Player. To this end, *SAREO* and *SARPA* have agreed to use their best efforts to ensure that the Player can be legally represented.
- 46.2. *SAREO* and *SARPA* will, on an annual basis, agree on –
- 46.2.1 a panel of legal practitioners, who are skilled and experienced in disciplinary hearings, to represent the Players; and
- 46.2.2 the *Parties* will agree on the process of admitting new legal practitioners to the for such legal practitioners to be on standby to represent Players whenever a citing occurs, and legal representation is required.

- 46.3 The costs of local and overseas legal representation will be shared equally between the SARPA and the applicable *Province*.

47 TERMINATION OF A PLAYER CONTRACT BY A PROVINCE

- 47.1. A *Province* may terminate a Player Contract with a Player on grounds of the 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.

- 47.2 This applies where the misconduct was committed, or the incapacity relates to, the Player's *Duties* to the *Province*.

- 47.3 Termination of a Player's services on the grounds of misconduct shall be in accordance with the disciplinary code and procedure set out in Schedule IV and on grounds of poor performance in accordance with the performance process set out in Schedule VII.

48 TERMINATION OF PLAYER CONTRACT BY THE PLAYER

- 48.1. A 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 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.

- 48.2 In the case of alleged conduct by the *Province* rendering the continuation of the employment relationship intolerable, the Player must first exhaust the grievance procedure in Schedule V and can only thereafter terminate his Player Contract with the *Province*.

PART M: DISPUTE RESOLUTION

49 DISPUTE RESOLUTION

- 49.1. Any dispute between the *Parties to this Agreement*, or between a *Province* and a 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:

- 49.2 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.
- 49.3 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 49.2, by such Senior Counsel as may be appointed by the Chairperson of the Cape Bar for such purpose.
- 49.4 Any Party may, at the expiration of the two days of the notice in Clause 49.2 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.
- 49.5 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.
- 49.6 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.
- 49.7 The *Parties* to the arbitration will be entitled to legal representation. A Player will further be entitled to be represented by an Official(s) of SARPA.
- 49.8 The provisions of this Clause 49 will not prevent either of the *Parties* from approaching a court of law to obtain urgent interim relief by way of an interdict.
- 49.9 It is agreed that any alleged breach relating the failure of a *Province* to pay a Player his *Remuneration*, or any dispute relating to the reasonableness of 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.

- 49.10 The provisions of this clause shall be binding on the *Parties* notwithstanding the termination of *this Agreement*.

PART N: MISCELLANEOUS

50 JOINT COMMITTEE ON PLAYERS SAFETY AND WELFARE

- 50.1. The *Parties* shall establish a Joint Committee on Players' Safety and Welfare ("the Committee") for the purpose of discussing 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 3 (three) representatives each of SARPA and SAREO.
- 50.2 The Committee shall meet at least once 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 Players.
- 50.3 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*.

51 DATABASE OF PLAYERS' SALARIES

- 51.1. The *Parties* agree to work together to make available to both *Parties* the age, position, contract period and *Remuneration* of all Players covered by *this Agreement* with a view to building a central benchmark database that will assist in the contracting of Players.
- 51.2 This information will be treated confidentially by all the *Parties* concerned.

52 SELECTION TO TEAM AND SQUADS

- 52.1. The conclusion of a Player Contract with a Player shall not guarantee the Player selection to the Team or Squad of a *Province*, nor shall the conclusion of a *PONI* Player Contract, or the secondment of a Player to SARU, guarantee the Player selection to the Springbok Team or Squad.

- 52.2 *Provinces* and/or *SARU*, as the case may be, 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 Player's request, provide brief reasons to a Player for not selecting him.

PART O: MUTUAL RECOGNITION AND RELATED ISSUES

53 MUTUAL RECOGNITION

- 53.1. *SARPA* recognises the right of *Provinces* to manage and direct their operations and their right to conduct their normal managerial functions.
- 53.2 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*.
- 53.3 *This Agreement* and everything recorded in this Clause 53 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.
- 53.4 *SAREO* recognises *SARPA's* right, for the duration of *this Agreement*, subject thereto that *SARPA* remains representative, to -
- 53.4.1 promote and protect the interests of the Players and to safeguard their rights;
 - 53.4.2 strive for the improvement of employment and economic conditions of the Players;
 - 53.4.3 negotiate on behalf of the Players their terms and conditions of employment;
 - 53.4.4 maintain freedom from unjust and unlawful rules, regulations and policies affecting each Player's rugby career;

55.3 SARPA and a *Province* may agree in writing to extend the time in which SARPA must give the notice referred to in Clause 55.2.

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

56 SARPA SUBSCRIPTION FEE

56.1 For as long as at least 30% of all 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*.

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

56.3 SARPA will, on a monthly basis, 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 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.

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

57 FUTURE NEGOTIATIONS

57.1 For as long as SARPA remains representative (as contemplated in Clause 53.2, SAREO and SARPA shall negotiate over the future collective terms and conditions of employment of Players contracted to, or selected by, the *Provinces*.

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

57.3 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.

- 57.4 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.
- 57.5 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 Players who are *SARPA* representatives.
- 57.6 Special meetings may be arranged from time to time by agreement and on an *Ad-Hoc* basis, to consider urgent matters of mutual interest.
- 57.7 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*.
- 57.8 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.
- 57.9 It is agreed that a workshop will be held as early as possible in 2020 to discuss a draft, the *SARU* transfer, development regulations, policies and processes.
- 57.10 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*.

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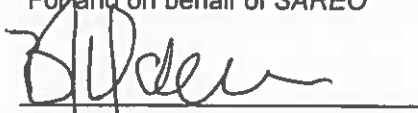
DATED at Ellipale, Johannesburg on 21 January 2020.



For and on behalf of SAREO

R.A.W. STRAUCE

(Print Name and Surname)



AS WITNESS FOR SAREO

Barndt van der Merwe

(Print Name and Surname)

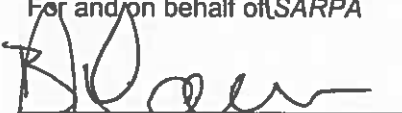
DATED at Ellipale, Johannesburg on 21 January 2020.



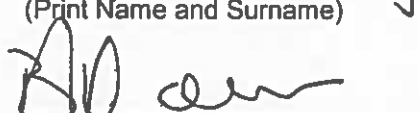
For and on behalf of SARPA

Eugene Henning

(Print Name and Surname)



AS WITNESS for SARPA



(Print Name and Surname)



SCHEDULE 1²

PROFESSIONAL PLAYER CONTRACT

(NON-PONI)

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 *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.

² 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, 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* notice of such termination in writing to the *Province*."

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- 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 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 41.1 to 41.3 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.

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: _____

Handwritten signature and initials in the bottom right corner of the page.

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:

Income Tax number:	
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PAYMENT DETAILS:

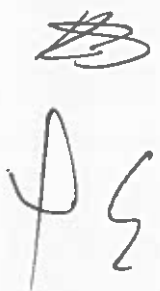
Bank Name:		Branch Code:	
Type of Account:		Branch Name:	
Account Number:		Account Holder:	

CONTRACTUAL DETAILS:

Pension Fund 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.

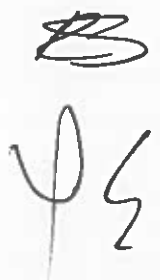
2.1.2. The Province expects you to use your private motor vehicle in the performance of your *Duties*, which includes attending promotional and official events, training and development projects and other such *Duties* as the Province might stipulate from time to time. The travel allowance stipulated 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 5th 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

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section 34(2) of the Basic Conditions of Employment Act, any amounts owing by you to the Province.


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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 ATTRIBUTES³

- 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:

³ 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 IA*

**PROFESSIONAL PLAYER CONTRACT
(PONI 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 *Professional 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.

* 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, , 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*' notice of such termination in writing to the *Province*."

- 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 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 41.1 to 41.3 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*.

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:

Income Tax number:	
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PAYMENT DETAILS:

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

CONTRACTUAL DETAILS:

Pension Fund 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 5th 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

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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 ATTRIBUTES⁵

- 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:

⁵ 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 II*

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.

* 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, , 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*’ notice of such termination in writing to the *Province*.”

Handwritten signature and initials in the bottom right corner of the page.

2. Special Provisions relating to the working time and secondment

It is recorded that in terms of the 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 41.1 to 41.3 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*;

Handwritten signature and initials in the bottom right corner of the page.

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*.

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:

Income Tax number:	
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PAYMENT DETAILS:

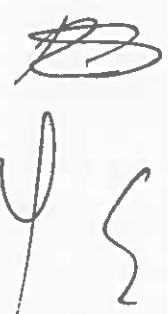
Bank Name:		Branch Code:	
Type of Account:		Branch Name:	
Account Number:		Account Holder:	

CONTRACTUAL DETAILS:

Pension Fund 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 5th 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

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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 ATTRIBUTES⁷

- 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:

⁷ 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 III^a

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.

^a 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, , 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'* notice of such termination in writing to the *Province*."

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 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 41.1 to 41.3 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

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World Rugby, the South African Rugby Union and the Code of Conduct, Employee Guide and Policies of the Province.

DATED at on this day of

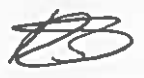

For and on behalf of the *Province*: _____

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:

Income Tax number:	
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PAYMENT DETAILS:

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

CONTRACTUAL DETAILS:

Pension Fund 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.

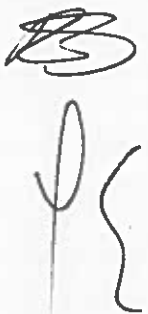
2.1.2. The *Province* expects you to use your private motor vehicle in the performance of your *Duties*, which includes attending promotional and official events, training and development projects and other such *Duties* as the *Province* might stipulate from time to time. The travel allowance stipulated 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 5th 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

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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*

- 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:

* 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 ;

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SCHEDULE IV

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

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.

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

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.

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.

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7. Dismissal

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.

In the event of the possibility of dismissal, a disciplinary enquiry must be conducted as soon as reasonably possible.

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 st written Warning	Manager
2 nd written Warning	Manager
3 rd written Warning	CEO
Final written Warning	CEO
Dismissal	CEO

8. Misconduct Notice

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

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.

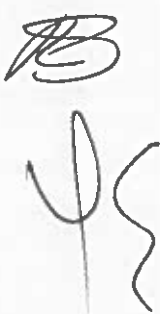
The outcome of the enquiry, sanction-imposed and reasons will be confirmed in writing and the employee will be required to sign a duplicate of the letter to confirm receipt thereof.

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.

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 st offence	2 nd offence	3 rd offence	4 th 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 st offence	2 nd offence	3 rd offence	4 th 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	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-	-
Refusal/ failure to comply with policy & procedure	Final written warning	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	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-	-
Gross Insubordination, serious disrespect, impudence or insolence	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Negligence	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-	-
Keeping others from performing their <i>Duties</i>	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-	-
Poor housekeeping and Hygiene	Verbal warning	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)

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PERFORMANCE (MISCONDUCT)				
Offence (description)	1 st offence	2 nd offence	3 rd offence	4 th offence
Poor quality of work or failing to maintain required output levels. Prior to taking any form of disciplinary action, performance management is required. This must be fully documented and signed off by both <i>Parties</i>	First written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-
Non-productive or unsatisfactory work output	Verbal warning	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)
Incorrect application of <i>Game plan</i>	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	

WORK-RELATED AND SAFETY OFFENCES				
Offence (description)	1 st offence	2 nd offence	3 rd offence	4 th 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	-

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			conducted)	
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DISHONESTY

Offence (description)	1 st offence	2 nd offence	3 rd offence	4 th 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 SARU's 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 Certificates or documents. (e.g. medical certificates, education	Dismissal (After a disciplinary hearing has been conducted)			
Unauthorised possession of	Dismissal (After a	-	-	-

employer property, client property or property of co-workers	disciplinary hearing has been conducted)			
Unauthorised disclosure of Information	Dismissal (After a disciplinary hearing has been conducted)	-	-	-

OTHER SERIOUS OFFENCES

Offence (description)	1 st offence	2 nd offence	3 rd offence	4 th 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</i> of the <i>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)		



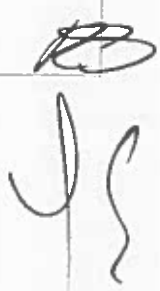
INTOXICATION

Offence (description)	1 st offence	2 nd offence	3 rd offence	4 th 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 (*without valid prescription) (prohibited performance enhancing substances are dealt with separately above)	Dismissal (After a disciplinary hearing has been conducted)	-	-	-

COMPUTER / CELL PHONE AND ELECTRONIC MEDIA RELATED

Offence (description)	1 st offence	2 nd offence	3 rd offence	4 th 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) and criminal charges	-	-	-
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)	-	-	-

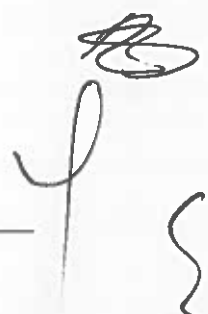
Excessive use of private cell phones during working hours	Verbal warning	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)
Unauthorised private use of company phones/faxes/email facilities/ internet/cellular phones	Final written warning	Dismissal (After a 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;	Final written warning	Dismissal (After a 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	Dismissal (After a disciplinary hearing has been conducted)	-	-	-



abusive or objectionable language in either public or private communication. 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	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-	-

DANGEROUS WEAPONS

Offence (description)	1 st offence	2 nd offence	3 rd offence	4 th 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 V

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.

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 49 of *the Agreement*, without derogation of the Player's right to terminate *this Agreement* summarily upon the non-resolution of the

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dispute through the grievance procedure, as provided for in Clause 48 above. Such cancellation may then form the subject of a dispute for purposes of Clause 49 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.

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SCHEDULE VI

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)




GUIDELINE TO SARPA'S ORGANISATIONAL RIGHTS

The Collective Agreement embodying this Code grants SARPA rights of access,¹⁰ 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.
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

¹⁰ The Labour Relations Act 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.

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*.




SCHEDULE VII

PERFORMANCE 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*;

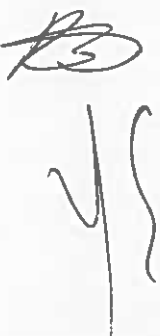
4.2.2 The specific outcomes that are required from the Player in respect of each identified area of under-performance;

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 –

- 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.

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