

## South African Rugby Industry Collective Agreement

# 2021

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

Industry 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')

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

and

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

Mpumalanga Rugby (Pty) (Ltd) ('Pumas')

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

and

Boland Rugby (Pty) Ltd ('Boland')

Border Rugby Union ('Border')

Eastern Province Rugby Union ('EPRU')

Valke Commercial (Pty) Ltd ('Valke')

Griffons (Pty) Ltd ('Griffons')

Leopards (Pty) Ltd ('Leopards')

South Western Districts Rugby Union ('SWD')

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

("International Franchises, Domestic Franchises and Non-Franchises

are hereinafter collectively referred to as "the Provinces")

and



South African Rugby Players' Association  
('SARPA')

And

South African Rugby Union  
('SARU')

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## GENERAL

### 1. INTRODUCTION

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

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

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

- 1.1.1 "Club Player" means a Player registered with a rugby Club anywhere in South Africa, who is not a Contracted Player, and who may play for a Province or SARU on an *ad hoc* basis; and
- 1.1.2 "Contracted Player" means a professional rugby player contracted to play for a South African rugby team in terms of the Player Contracts provided for in Schedules 1 to 6.

#### 1.2 Contracted Players are subdivided into the following categories:

- 1.2.1 "National Player" means a player with a SARU Player Contract to play for SARU and as set out in Schedules 1 and 2;
- 1.2.2 "PONI" means a player with a Provincial Contract to play rugby for a Province but to whose employer SARU is making a financial

contribution in respect of such player's remuneration as set out in Schedule 3;

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

1.2.4 "Provincial Player" means a Contracted Player with a Provincial Contract to play rugby for a Province as set out in Schedule 4;

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

- is expressly contracted as a Semi-Professional Player under a Semi-Professional Contract as contemplated in Schedule 5 and
- whose Player Contract permits him to be engaged in work or study on a full-time basis.

1.2.6 "Development Player" means a Contracted Player who:

- is eligible to play in the Under 20 Competition; and
- is expressly contracted as a Development Player under a Development Player Contract as contemplated in Schedule 6.

1.3 Other references to types of Players:

This Agreement employs other terms that refer to Players and that relate to certain characteristics of the Player's relationship to a Province and/or SARU. These terms are not intended to expand the principal six categories of Contracted Players (namely National, PONI, Foreign, Provincial, Semi-Professional and Development Players), but are intended to refer to specific



characteristics of the existing categories. The following term is used in this Agreement:

1.3.1 A "Loan Player":

- This term refers to a Contracted Player (PONI-, Provincial-, 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.

**2. OTHER IMPORTANT TERMS AND DEFINITIONS**

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

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

- 2.6 “Business Day” means any day other than a Saturday, Sunday or gazetted national public holiday in South Africa.
- 2.7 “Catastrophic Injury” means an injury, illness or condition of a Contracted Player that will wholly and continuously prevent the Player from participating in any and every occupation and where no recovery is foreseeable.
- 2.8 “Catastrophic Injury Amount” means either of the following:
- 2.8.1 Three times the Salary of a Contracted Player who was contracted prior to 1 January 2017, subject to a maximum amount of R12 000 000.00 (Twelve Million Rands);
- 2.8.2 Three times the Salary of a Contracted Player who was contracted on or after 1 January 2017, subject to a minimum amount of R1 000 000.00 (One Million Rands) and a maximum amount of R6 000 000.00 (Six Million Rands).
- 2.9 “CEO” means the Chief Executive Officer of a Province and/or SARU.
- 2.10 “Club(s)” means any rugby Club in South Africa that is registered with a Province that is a Member of SARU.
- 2.11 “Commencement Date” means 26 February 2021.
- 2.12 “Commercial Appearances” means Appearances made for the purposes of promoting the commercial interests of SARU and/or a Province or SARU and/or a Province’s Broadcasters and Sponsors and will include an Appearance on a digital platform and specifically exclude Appearances that have predominantly a charitable or related purpose.
- 2.13 “Competition” when used generally and not in relation to a specific Competition means –
- 2.13.1 in relation to SARU, all Competitions in which SARU participates;

2.13.2 in relation to a Province, any Competition in which the Province participates except for –

2.13.2.1 The National Sevens Competition;

2.13.2.2 The Women's Competition; and

2.13.2.3 The Under 20 and any lower age group Competitions.

2.14 “Comprehensive Medical Scheme” means a minimum medical cover with hospital benefits and GAP cover.

2.15 “Confidential Information” means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, coaching methods, team drills, playing strategies, playing information, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party to a Player Contract discloses or provides to the other Party (intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises), or which otherwise becomes known to a Party, and which is not in the public domain.

2.16 “Contracting Cycle” in respect of a Province means the Contracting Years of that Province, commencing 1 January 2020 and terminating on 31 December 2023.

2.17 “Contracting Year” means the period from 1 January to 31 December in each year of the Contracting Cycle.

2.18 “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:

- 2.18.1 "Currie Cup Premier Division" means the first-tier Competition of the Currie Cup Competition, played between the International Franchises and the Domestic Franchises;
- 2.18.2 "Currie Cup First Division" means the second-tier Competition of the Currie Cup Competition, played between the Non-Franchises; and
- 2.18.3 "Under 20 SA Rugby Championships" means the domestic Competition played between the Under 20 provincial teams and known as the Under 20 SA Rugby Under 20 Championships.
- 2.19 "Day" means a day of the working week, from Monday to Friday, between 8am and 5pm which is not a public holiday of the Republic of South Africa.
- 2.20 "Duties" means the duties to be performed by the Player as more fully set out in Clause 9 of this Agreement.
- 2.21 "Domestic Franchises" means the Griqualand West Rugby (Pty) Ltd and Mpumalanga Rugby (Pty) (Ltd).
- 2.22 "Footwear" means rugby playing boots/shoes, running shoes and cross-trainers.
- 2.23 "Free-Agent Basis" means that the Player is contracted on the basis that he may terminate his contract, for whatever reason, on 14 (fourteen) days' notice to the Province.
- 2.24 "Footprint Assessment Data" means the computer software program utilised by SARU to capture all the Player's personal data which can be used to evaluate and measure a Player's performance against specific criteria, and which is used to provide regular feedback in respect thereof, in accordance with the Performance Review Procedure (set out in Schedule 16 hereto);
- 2.25 "Game" means the Game of professional rugby football played in accordance with the Constitution, Laws, By-Laws, Rules and Regulations as amended from

time to time of WR, SARU or any other body with similar objects, recognised by SARU.

- 2.26 "GAP cover" means an insurance product which covers the shortfall between what the doctors, surgeons, specialists, hospitals and other medical facilities and service providers charge in hospital and what the medical scheme actually pays out in respect of these services and facilities.
- 2.27 "Head Coach" means the rugby coach appointed by a Province or by SARU on behalf of a Province as the coach of any team of such a Province, or of SARU.
- 2.28 "Home Ground" means the rugby ground which is regarded or accepted as the Home Ground of a Province and workplace of the Player.
- 2.29 "Intercontinental Rugby" means the annual rugby union qualifying competition organised by European Professional Club Rugby, Rugby Europe and the Federazione Italiana Rugby for entry into the European Rugby Challenge Cup.
- 2.30 "International Competition" refers to those international competitions in which the National Teams participate in a Match or a series of Matches against a National Representative Team and/or combined teams of other Rugby Bodies or overseas clubs.
- 2.31 "International Franchises" means the Blue Bulls Company (Pty) Ltd, the Lions Rugby Company (Pty) Ltd, Free State Cheetahs (Pty) Ltd, The Sharks (Pty) Ltd and Western Province Professional Rugby (Pty) Ltd.
- 2.32 "Intellectual Property" means all or any of the following –
- 2.32.1 trademarks;
- 2.32.2 trade names;
- 2.32.3 copyright in any written material, plans, designs or other work;

- 2.32.4 goodwill existing now or in the future in relation to the use of the trademarks, trade names or activities; and
- 2.32.5 logos, trophies, mascots and/or any other designs or marks now registered or used or developed in the future in relation to SARU Competitions.
- 2.33 "International Window" means those release periods during which Rugby Bodies, Provinces and overseas clubs are required to make Players contracted by them available for participation in International Competitions, as provided for in WR Regulation 9, and as determined by WR from time to time.
- 2.34 "Loan" refers to the subject matter of the Loan Agreement.
- 2.35 "Loan Agreement" refers to the agreement concluded between the Borrowing Province and the Lending Province in respect of a Loan Player.
- 2.36 "Maximum Player Limit" means the maximum number of Players that may be contracted by a Province under Clause 15.
- 2.37 "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.
- 2.38 "Match Fee" means Remuneration paid to a Player for participating in a Match.
- 2.39 "Member" means a Player who is a Member of SARPA.
- 2.40 "Monitoring Committee" refers to the Monitoring Committee appointed by the Parties and, which will monitor Total Annual Spend and conduct any other supervisory functions that may be entrusted to it under this Agreement.

- 2.41 "Monthly Salary" means one twelfth of a Contracted Players' Salary.
- 2.42 "National Contracted Player" means a Contracted Player with a Player Contract with SARU.
- 2.43 "National Remuneration" refers to such amount as SARU is required to pay to a Player whether in the form of a Salary, a daily fee, a Match Fee, or a win bonus.
- 2.44 "National Salary" means a SARU Player's annual fixed remuneration earned from practicing his occupation with SARU.
- 2.45 "National Team" means any team selected to represent South Africa at an international level, including but not limited to the Springboks, the Women Springboks, SA A-team, SA Under 20 team or SA Sevens team, male or female.
- 2.46 "National Team Management" means the Management and Coaching Team appointed by SARU to coach and manage the National Team.
- 2.47 "National Team Squad" means the group of Players selected by the National Team Selection Committee and from which the National Team shall be selected for the purposes of representing South Africa.
- 2.48 "National Team Selection Committee" means selection committee of the National Team as prescribed by the SARU constitution.
- 2.49 "Negotiations Window" means the 180 (one hundred and eighty) days prior to the termination date of a Player's Player Contract with his Province or SARU.
- 2.50 "Non-Commercial Appearance" means an Appearance that is not a Commercial Appearance, and which is made solely for charity or related purposes.

- 2.51 "Non-Franchises" means Boland Rugby (Pty) Ltd, Border Rugby Union, Eastern Province Rugby Football Union, Valke Commercial (Pty) Ltd, Griffons (Pty) Ltd, Leopards (Pty) Ltd, and South Western Districts Rugby Union.
- 2.52 "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.
- 2.53 "Parties" means SARU, SAREO and SARPA.
- 2.54 "Pension Fund" means the Pension Fund established by SARPA for its Members.
- 2.55 "Performance Procedure" refers to the procedure set out in Schedule 16.
- 2.56 "Period of Secondment" means that period during the International Window during which Provincial Players are released by the Provinces with which they are contracted to temporarily render their rugby playing services to SARU, and fall under the authority and control of SARU for the purpose of participating in International Competitions and to train for such International Competitions and participate in other national team-building activities, which Period of Secondment commences on the date that SARU notifies a Province in writing that a Player must be made available in terms of Regulation 9 of WR or such other extended period as agreed to, for selection to play in the SARU International Competitions and terminating on the date that SARU's participation in such International Competition ends, or such other date as SARU may stipulate in the aforementioned notification.
- 2.57 "Permanent Exclusion" means any medical condition or injury for which a Contracted Player will not be covered.
- 2.58 "Player" means a Club Player and/or a Contracted Player.
- 2.59 "Player Attributes" means in respect of a Player, the rights which such Player owns and enjoys in respect of his attributes including, without limitation, the right



to the use of his name, nickname, image, likeness, signature, voice, and biographical information.

- 2.60 "Players' Collective Commercial Rights" means the use of the Player Attributes in a Team Context and Appearances by Players in a Team Context.
- 2.61 "Player Contract" refers to the standard contract of employment entered into between a Player and SARU or a Province as set-out in Schedules 1 to 6.
- 2.62 "Players Trust" means the South African Professional Rugby Players Trust with Registration Number IT2666/2009 established for the purpose of dealing collectively with Player Commercial Rights as well as the South African Sevens Rugby Team Trust with Registration Number IT 3493/2009.
- 2.63 "PONI Contract" means the Player of National Interest Remuneration and Development Agreement entered into between SARU and the Province regulating the optimum development and payment of PONIs and the release of PONIs for inclusion in a National Team Squad.
- 2.64 "PONI Subsidy" means the subsidy paid by SARU to the Province in relation to a PONI.
- 2.65 "Premier Club" refers to a top-tier Club in a Province.
- 2.66 "Premium Reserved Seating" means reserved seats located in the grandstand of a Province's Home Ground in a position in between the 22 (twenty-two) metre mark on either side of the halfway mark of the playing field.
- 2.67 "Promotional Activity" means an activity undertaken by the Sponsors of the Province or SARU, as the case may be, individually or jointly, to market and promote (a) a National or Provincial Team, as the case may be, and (b) the association of the Sponsor's products, brands or services with one of SARU or the Provinces teams.

- 2.68 "Pro Rugby Competition" means the annual rugby competition currently involving teams from Ireland, Italy, Scotland, South Africa and Wales.
- 2.69 "Pro Rugby Squad" means the official squad of 30 Players which must be announced at least one week before the first Match of the Pro Rugby Competition, as required by Clause 30.
- 2.70 "Promotion-Relegation Match" means that Match in the Currie Cup Competition the outcome of which determines whether the one team is relegated to the Currie First Division Competition or promoted to the Currie Cup Premier Division.
- 2.71 "Province" means a provincial union and its commercial company and can either be referred to as "International Franchises", "Domestic Franchises" or a "Non-Franchises".
- 2.72 "Provincial Contract" means the contract entered into between the Player and a Province in respect of his rugby playing services rendered to the Province.
- 2.73 "Remuneration Agreement" refers to those agreements concluded between SARU and SARPA from time to time, regulating the remuneration payable by SARU to each category of Player in each National Team.
- 2.74 "Remuneration" means the Player's total all-inclusive remuneration that a Player receives from the Province for rendering his rugby playing services.
- 2.75 "Salary" means a Contracted Player's annual fixed retainer earned from practising his occupation with the Province.
- 2.76 "SAREO" means the South African Rugby Employers Organisation, an Employers' Organisation duly registered under the Act, and any of its successors in title, consisting of the Provinces.
- 2.77 "SARU" means the South African Rugby Union, an incorporated association of persons with perpetual succession and juristic personality, the national

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

- 2.78 "SARPA" means the South African Rugby Players Association including its successors in title.
- 2.79 "SANZAAR" means the joint venture between Argentina, SARU, the New Zealand Rugby Football Union Incorporated and the Australian Rugby Football Union Limited.
- 2.80 "SARU Competitions" means any rugby Competitions, Matches and/or series of Matches conducted by or in conjunction with or under the auspices and/or sanction of SARU, including without limiting the generality of the foregoing, national and/or international Matches, International Competitions and/or tours agreed to and under the auspices of WR.
- 2.81 "Senior Competition" means any Competition of a Province other than the Under 20 SA Rugby Championships.
- 2.82 "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'.
- 2.83 "Springboks" means members of the first national representative team of South Africa selected to represent South Africa in international competitions or test matches.
- 2.84 "SA Cup" means the domestic rugby union Competition played between teams of the Provinces and known as the SA Cup.
- 2.85 "Team Capacity" means one or more Players dressed in clothing depicting the Intellectual Property of a Province or SARU.
- 2.86 "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 or SARU.

2.87 "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.

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

2.89 "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.

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

2.90.1.1 by a Province to all of its Contracted Players;

2.90.1.2 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;

2.90.1.3 by a third party to a Contracted Player as a result of a request, encouragement or inducement from a Province contemplated in Clause 25.

2.90.2 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:

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

2.90.2.2 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 (one hundred and eighty) days after the Player became incapacitated in the case of a Player contracted by Blue Bulls, Cheetahs, Lions, Sharks or Western Province;
- (b) 90 (ninety) days after the Player became incapacitated in the case of a Player contracted by Boland, Border, Eastern Province, Griquas, Griffons, Leopards, Pumas, SWD or Valke.

2.90.2.3 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 (ninety) days after the suspension became effective in the case of a suspension for a doping offence; and
- (b) 180 (one hundred and eighty) days after the suspension became effective in the case of a suspension for all other offences.

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

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

### **3. INTERPRETATION**

In this Agreement:

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

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

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

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

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

3.6 The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation;

3.7 A Party includes a reference to that Party's successors in title and assigns allowed by law;

3.8 References to Clauses and Schedules are reference to Clauses and Schedules of this Agreement, and references to paragraphs are references to paragraphs of a Schedule;

- 3.9 Words and expressions defined in any Clause shall, for the purpose of the Clause of which that word or expression forms part, bear the meaning assigned to such words and expressions in that Clause;
- 3.10 This Agreement shall be governed by and interpreted in accordance with the Laws of the Republic of South Africa;
- 3.11 Unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning;
- 3.12 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day; and
- 3.13 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.

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

- 4.1 SARU and the Provinces administers the Game in South Africa and selects and manages the Players who play for, and otherwise represent, the National and Provincial teams from time to time.
- 4.2 SARPA is a registered trade union and the collective representative of the Contracted Players and Club Players when they play for a Province on an *ad-hoc* basis.
- 4.3 The Parties agree to be bound by the provisions set out in this Agreement, including all Schedules hereto and also to act in such a way as to enable and promote the objectives referred to herein. The Parties further agree that any

successor-in-title to any Party shall also be bound by these terms and conditions.

4.4 Unless expressly stipulated otherwise, this Agreement -

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

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

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

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

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

4.5.2 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, SARU and Provinces at a national and provincial level in South Africa;



- 5.2 To contribute to making the Game the best administered and most innovative sport in South Africa and globally;
- 5.3 To make the Game as attractive as possible to all its stakeholders, including the public;
- 5.4 To make the 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 and Substantive Agreement respectively in force between SAREO, SARU and SARPA, at that time.
- 6.2 This Agreement shall endure for an initial period of 24 (twenty-four) months from the Commencement Date and shall, thereafter, continue indefinitely until terminated by either Party at 6 (six) months' written notice to the other.

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

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

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

shall they have any expectation of permanent employment beyond the term of their existing Player Contract.

7.2 It is recognised and acknowledged by the Parties that –

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

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

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

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

## **8. PLAYERS' REMUNERATION**

8.1 It is agreed that for the periods set out therein, the Remuneration set out in the applicable Remuneration Agreements will apply to the relevant National Teams and will be regarded as part of this Agreement. The Remuneration Agreements applicable at the time of concluding this Agreement, are attached as the Springbok Remuneration Agreement (Schedule 7); SA A Team Remuneration Agreement (Schedule 8); Under 23 Remuneration Agreement (Schedule 9)

Springbok Sevens / Sevens Academy Remuneration Agreement (Schedule 10) and Springbok Women Remuneration Agreement (Schedule 11).

- 8.2 The Remuneration of Players not currently covered by any Remuneration Agreement between SARPA and SARU will be dealt with on an *ad hoc* basis and agreed to from time to time, through negotiation and by agreement between the Parties.
- 8.3 The Remuneration of PONIs will be paid by SARU to the relevant Provinces and will represent such percentage of that Player's annual remuneration as SARU in its sole discretion determines. The Provinces may not pay the PONI less than the PONI Remuneration in accordance with the PONI Contract.

**9. DUTIES OF THE PLAYER**

- 9.1 The National Contracted Players acknowledge that they provide Services to SARU firstly and foremostly and in the case of non-National Contracted Players, they acknowledge that in the event of any conflict between duties towards SARU and a Province during Periods of Secondment, the duties towards SARU will outrank those towards the Province.
- 9.2 Subject to the foregoing, National Contracted Players agree to perform all duties and responsibilities required of them by SARU, including but not limited to –
- 9.2.1 acquainting themselves with and abiding by the laws of the Game and any changes thereto;
  - 9.2.2 playing the Game to the best of their ability and skill in accordance with the laws of the Game;
  - 9.2.3 observing and abiding by all reasonable instructions and directions of SARU, the Head Coach of the National Team for which they play and members of their National Team Management;

- 9.2.4 maintaining appropriate levels of fitness and skill as discussed and agreed to;
- 9.2.5 being available to participate in the International Competitions under the auspices of SARU and WR to which they are selected;
- 9.2.6 complying with any reasonable request by SARU to participate in SARU's activities, including but not limited to attending and participating in –
  - 9.2.6.1 training sessions and/or training camps; and
  - 9.2.6.2 Team and Squad meetings;(subject always to the Provisions of WR Regulation 9.13, relating to Squad Sessions (as defined in the WR Regulations);
- 9.2.7 accepting, abiding by and complying with the By-Laws and regulations of WR, as well as the Constitution, Code of Conduct, regulations, policies and directions of SARU;
- 9.2.8 making 1 (one) Non-Commercial Appearances per National Contracted Player per annum on behalf of SARU;
- 9.2.9 always conducting themselves, both on and off the playing field, in accordance with their status as a professional rugby player;
- 9.2.10 honouring and abiding by any agreement concluded between SARU and the Players' Trust relating to the use of the Players Commercial Rights in a Team Context and – in the event that no agreement or arrangement in this regard is entered into between the Player and the Trust before or during the duration of this Agreement – the Player shall grant the use of his Player Commercial Rights to SARU (in the case of a Provincial Player, for the duration of his Period of Secondment); and

- 9.2.11 abiding by and complying with the agreed National Team Squad protocol as agreed to amongst the National Team and their management from time to time, which protocol will, *inter alia*, determine and regulate any interaction with player agents and other persons during any National Team Squad assembly;
- 9.2.12 wearing the official clothing of SARU's Authorised Sponsors when training, playing Matches, travelling or appearing in public as a member of the National Team during and within the scope of his employment while part of the National Team Squad. For the avoidance of doubt, the Player may not in the mentioned instances wear clothing with logos or brand names which are conflicting with those of SARU's Authorised Sponsors while on official duty, including but not limited to training, playing matches, travelling or appearing in public as a member of the National Team Squad;
- 9.2.13 not remove, alter or obscure any logos, brand names or identification devices on the official clothing, equipment or accessories provided to the Player by Authorised Sponsors or Authorised Suppliers;
- 9.2.14 not display any logos, brand names or identification devices on Protective Gear other than those of the Official Manufacturer Sponsors of SARU, being Asics at the time of the signing of this Agreement;
- 9.2.15 refraining from participating in any Match not under the auspices of SARU, unless SARU provides written consent to the Player to do so and further provided that all requirements of Regulation 23 of WR (dealing with injury insurance) have been complied with;
- 9.2.16 not entering into an agreement with a sponsor that is conflicting with a National Team Sponsor for a personal endorsement without the written consent of SARU, which consent shall not unreasonably be withheld.

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

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

## **11. PREGNANCY**

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

- 11.6 The National Contracted Player may not work for 6 (six) weeks after the birth of her child unless the Player's medical practitioner certifies that she is fit to do so. The Player's continued appointment after maternity leave is subject to medical examinations and assessments of her ability to perform or continue performing her duties in terms of this Agreement.

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

- 12.1 SARU will provide Players with the official Apparel and Technical Gear (if any) in terms of the agreements entered into with the Sponsors.
- 12.2 Whilst performing his services for SARU, the Player shall be entitled to wear Footwear of his choice while training or playing Matches and, to receive endorsement fees or other payments for this. The Player will, however, be required to wear running shoes provided by the Authorised Sponsor (which at the Date of Signature hereof is Asics) when disembarking from the team bus on Match day at the stadium and when the Player attends an official signing session as part of the National Team Squad, provided that the Player is wearing his tracksuit (as opposed to his formal National Team clothing).
- 12.3 The Player must wear the official apparel of the SARU Sponsors when training, playing Matches, travelling, officially appearing in public in a Team Capacity as a member of a National Team during and within the scope of his duties while part of the National Team Squad. For the avoidance of doubt, the Player may not wear clothing with logos or brand names which are conflicting with those of the SARU Sponsors while officially training, playing Matches, travelling, or appearing in public as a member of a National Team during and within the scope of his duties while part of the National Team Squad.
- 12.4 The Player shall not display any logos, brand names or identification devices of any conflicting sponsor of SARU whilst dressed in formal wear of the national team.
- 12.5 The Player shall not remove, alter or obscure any logos, brand names or identification devices on the official clothing, equipment or accessories provided to the Player by the Sponsors.

- 12.6 The Player shall not display any logos, brand names or identification devices on Technical Gear other than those of the SARU Sponsor, being Asics at the Date of Signature of this Agreement.
- 12.7 The Player shall have the right to secure personal endorsements for Technical Gear, ensuring that such Technical Gear shall only be black or green in colour whilst doing duty for a National Team and provided he removes and/or covers the name, colours and logos from/of such Technical Gear. For the avoidance of doubt the green shall be the same colour as the green of the Springbok jersey with which the Technical Gear is used in conjunction with.
- 12.8 The Player shall not display any marks which are not allowed in accordance with Schedule I of Regulation 11 of WR.

### **13. LOAN PLAYERS**

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



#### **14. STANDARD PLAYER CONTRACT: CONDITIONAL**

- 14.1 This Agreement is subject to the Player passing medical and fitness examinations prescribed by SARU. SARU shall conduct the examination no later than 1 (one) month after the Date of Signature of the Player Contract, failing which this condition shall be deemed as having been fulfilled upon the expiration of such period. In the event that the Player fails to pass the aforementioned medical and fitness examinations within the aforementioned period, this contract shall be *void ab initio*.

### **SECTION TWO**

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

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

- 15.1 An International Franchise, Domestic Franchise and Non-Franchise may have under contract at any one time –

15.1.1 in the case of an International Franchise -

15.1.1.1 a maximum of 45 PONI and Provincial Players combined, under Player Contracts; and

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

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

15.1.3 in the case of a Non-Franchise -

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

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

15.2 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.

15.3 Contracted Players may be contracted on a Free-Agency basis, subject to the following limitations -

15.3.1 In the case of an International Franchise, only Development Players may be contracted on a Free-Agency basis;

15.3.2 In the case of a Domestic 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;

15.3.3 In the case of a Non-Franchise any category of Player may be contracted on a Free-Agency basis, but subject to a limit of 10 (ten) 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.

15.4 Subject to Clause 15.5, no International Franchise, Domestic Franchise or Non-Franchise may enter into a contract with a Player who renders services as a rugby player to such Province except as set out in Clauses 15.1.1, 15.1.2 and 15.1.3. Contracts entered into with Players must be substantially in the same form as Schedules 1 to 6 hereto. Any Player who has entered into a contract with a Province which is not substantially in the same form as Schedules 1 to 6, will be deemed to be a Contracted Player.

- 15.5 Nothing in this clause shall prevent an International Franchise, Domestic Franchise or Non-Franchise from concluding a Loan Agreement with a Loan Player, as contemplated in Clause 17, 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.

**16. USE OF CONTRACTED PLAYERS AND CLUB PLAYERS IN THE COMPETITIONS**

- 16.1 International Franchises, Domestic Franchises and Non-Franchises may use Contracted Players and Club Players in the Competitions, only as set out in this Clause.

- 16.2 An International Franchise may use –

- 16.2.1 PONI and Provincial Players and, in the circumstances contemplated in Clause 16.7, Club Players and Development Players, in the Senior Competitions;

- 16.2.2 PONI, Provincial, Development and Club Players in the SA Cup Competition;

- 16.2.3 PONI, Provincial and Club Players, who are eligible to play in the SA Rugby Under 20 Championships, and Development Players, in the SA Rugby Under 20 Championships.

- 16.3 A Domestic Franchise may use PONI, Provincial and Club Players in the Senior Competitions.

- 16.4 A Non-Franchise may use PONI, Provincial, Semi-Professional Players and Club Players in the Senior Competitions.

- 16.5 The Leopards may, in addition to the Players contemplated in Clause 16.4, use PONI, Provincial and Club Players who are eligible to play in the Under 20 Competition, and Development Players in the Under 20 Competition and in the

circumstances contemplated in Clause 16.7 the Leopards may use Club Players and Development Players in the Senior Competitions.

16.6 Where a Club Player is used by an International Franchise in the SA Cup Competition or by a Domestic 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 16.7 the combined number of Contracted Players and Club Players shall not exceed 45 Players in the case of an International Franchise and Domestic Franchise, and 40 Players in the case of a Non-Franchise.

16.7 The circumstances under which an International Franchise, Domestic Franchise or Non-Franchise may use a Club Player and/or a Development Player to replace a Contracted Player are –

16.7.1 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

16.7.2 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.

16.8 A Club Player may only be used if there is no Development Player available to replace the Contracted Player, provided that the provisions of SARU's BokSmart program as well as the applicable WR regulations are adhered to at all times. In the application of this provision player welfare and safety must always be considered.

## **17. LOAN PLAYERS**

17.1 A Player may be loaned by one Province to another under a Loan Agreement.

- 17.2 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 15.1.1, 15.1.2 and 15.1.3 and shall for the duration of the Loan, be regarded as a Contracted Player of the Borrowing Province for this purpose.
- 17.3 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.
- 17.4 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.
- 17.5 The Lending Province and the Borrowing Province shall be jointly and severally responsible to ensure that their obligations in terms of Clause 17.4 are met towards the Loan Player.
- 17.6 Nothing in Clause 17.4 shall prevent a Borrowing Province from paying a Loan Player more than he would have received from the Lending Province.

## **18. FORM OF PLAYER CONTRACTS**

### **18.1 All Player Contracts must –**

18.1.1 be in writing; and

18.1.2 be substantially in the form of Schedule 3, in the case of a PONI Player Contract;

18.1.3 be substantially in the form of Schedule 4, in the case of a Provincial Player;

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

18.1.5 be substantially in the form of Schedule 6, in the case of a Development Player Contract;

18.1.6 be for a fixed term;

18.1.7 expressly state –

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

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

(i) on a Free-Agent Basis.

18.2 Nothing shall prevent a Province and a Player from amending or adding to the terms and conditions set out in Schedules 3, 4, 5 and 6, provided that such amendments and additions are not inconsistent with this Agreement, and do not detract from the Players' rights under this Agreement.

## **19. RENEWAL OF PLAYER CONTRACTS**

It is recognised and acknowledged by the Parties that –

19.1 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;

- 19.2 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;
- 19.3 there is a legitimate and compelling rationale for the use by Provinces of fixed-term contracts of varying duration for the employment of Players;
- 19.4 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
- 19.5 unless otherwise agreed to in writing, only the CEO of a Province 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.

## **20. MINIMUM DURATION OF PLAYER CONTRACTS**

- 20.1 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:
  - 20.1.1 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;
  - 20.1.2 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 (fourteen) days' written notice to the Province;
  - 20.1.3 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;

- 20.1.4 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;
  - 20.1.5 When a Player has entered into a National Player Contract and plays for the Province or SARU, for such period and on such terms as may be agreed upon with SARU and the Province;
  - 20.1.6 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
- 20.2 A Province intending to contract a Player in the circumstances contemplated in Clauses 20.1.1 to 20.1.6 above must notify SARPA in advance and in writing that it intends contracting the Player for such shorter period.

## **21. EXTENDING CONTRACTING PERIODS IN ORDER TO RETAIN A PLAYER**

- 21.1 This Clause has the purpose of extending the tenure of Players within South African Rugby Competitions after the exposure provided for them by International 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 –
- 21.1.1 is younger than 27 years of age;
  - 21.1.2 is contracted by an International Franchise for the first time on or after 1 November 2019; and
  - 21.1.3 is being contracted by an International Franchise as a PONI or Provincial Player.
- 21.2 A Player who is contracted by an International Franchise for a period of less than three years shall, subject to Clause 21.3, be deemed to have awarded an



option in favour of all the International Franchises to contract the Player for a period of three years, which includes the initial period.

21.3 If the Player contemplated in Clause 21.2 is selected as a Member of the National Team during the tenure of his Player Contract with the International Franchise, or any extension thereof contemplated in Clause 21.2, then the three-year period contemplated in Clause 21.2 is replaced by a four-year period.

21.4 The exercise by the International Franchise of the options contemplated in this Clause 21 –

21.4.1 may be made by the International Franchise to which the Player is contracted at the time that the offer is made, or by any other International Franchise (subject to Clause 21.5 below);

21.4.2 must be made by such International Franchise not later than 8 (eight) 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 an International Franchise beyond this date; and

21.4.3 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.

21.5 In the circumstances contemplated in Clause 21.4.1, the Player shall be free to choose which offer to accept, that is, the offer made by the International Franchise to which he is contracted, or by another International Franchise; provided that nothing in this Clause shall be deemed to limit the rights of an International Franchise to whom a Player has expressly granted an option or right of first refusal in his Player Contract.

## **22. WINDOW PERIOD AND PLAYER'S RIGHT TO NEGOTIATE**

- 22.1 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.
- 22.2 The request contemplated in Clause 22.1 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.
- 22.3 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.
- 22.4 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.
- 22.5 In the event that the Consent is refused, the Province shall, in the response contemplated in Clause 22.4 above, provide full and comprehensive reasons for such refusal in writing to the Contracted Player along with the written notice of refusal thereof.
- 22.6 In the absence of a response, within the time-period contemplated in Clause 22.4, together with the reasons, if applicable, contemplated in Clause 22.5, the Province shall be deemed to have given the Consent.

- 22.7 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.
- 22.8 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.
- 22.9 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.

### **23. STANDARD PLAYER CONTRACT: CONDITIONAL**

- 23.1 A Player will be subject to the passing of medical and fitness examinations prescribed by Provinces if immediately before concluding his Player Contract, he:
- 23.1.1 was not under Player Contract to any other Province or SARU; and/or
- 23.1.2 was under Player Contract to a Province or SARU but had been playing overseas for a period longer than 6 (six) months.
- 23.2 The medical and fitness examination contemplated in Clause 23.1 must be conducted within 2 (two) weeks of the commencement of the Player Contract with the Province.

### 23.3 In the event that –

23.3.1 a Player as referred to in Clause 23.1 above fails to pass a medical and fitness examination as contemplated herein, the Player Contract shall be *void ab initio*;

23.3.2 a Province does not conduct such medical and fitness examination within the 2 (two) week period, the condition contemplated in Clause 23.1 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 16.

## 24. REMUNERATION CAPS

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

CATEGORY OF PLAYER	INTERNATIONAL FRANCHISES and Leopards (for purposes of Development Players)				DOMESTIC FRANCHISES				NON-FRANCHISES			
	2020	2021	2022	2023	2020	2021	2022	2023	2020	2021	2022	2023
PROFESSIONAL PLAYERS	R60m	R61m	R62m	R63m	R15m	R16m	R17m	R18m	R6m	R6.4m	R7m	R7.8m
SEMI-PROFESSIONAL PLAYERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
DEVELOPMENT PLAYERS	R10m	R7,5m	R7,5m	R7,5m	N/A	N/A	N/A	N/A				

24.2 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.

## **25. INDIRECTLY PROCURED REMUNERATION**

25.1 Any International Franchise, Domestic Franchise or Non-Franchise that requests, encourages, or induces a third party (for purposes of this Clause 25, 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 –

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

25.1.2 the identity of the Player and the Third Party;

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

25.2 Any amount contemplated in Clause 25.1 may be added by the Monitoring Committee to the Total Annual Spend of a Province.

## **26. REPORTING TO MONITORING COMMITTEE**

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

26.2 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.

26.3 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.

26.4 The Monitoring Committee shall have the power to –

26.4.1 Monitor compliance by Provinces with the Maximum Player Limits in Clause 15.1 and the Total Annual Spend Limits in Clause 24;

- 26.4.2 Report alleged contraventions of the Maximum Player Limits and Total Annual Spend Limits contemplated in Clause 24.1 to SAREO;
- 26.4.3 Exercise all such powers as may be necessary or incidental to the powers contemplated in this Clause 26.
- 26.5 All Provinces must monthly by the 5<sup>th</sup> day of each month, commencing 1 January 2020 and continuing until the month following the last month of the 2023 Contracting Year, provide the Monitoring Committee with a list of –
  - 26.5.1 the Province's Contracted Players, indicating in the case of each Player whether such player is a PONI, Provincial, Semi-Professional or Development Player; and
  - 26.5.2 all additional Players, other than the Players specified in Clause 26.5.1, who may have played for the Province in the preceding calendar month, whether as Contracted Players or Club Players.
- 26.6 On the 5<sup>th</sup> day of the month following the last month of each Contracting Year, all Provinces must provide the Monitoring Committee with a declaration of their Total Annual Spend.

## **27. PENALTIES**

- 27.1 Any Province that –
  - 27.1.1 exceeds the limitations imposed by Clause 15 above in respect of the number of Players it may contract and/or the Total Annual Spend restrictions imposed by Clause 24 above, in respect of any year;
  - 27.1.2 breaches the provisions of Clause 24;
  - 27.1.3 fails to make a disclosure contemplated in Clause 25;

27.1.4 fails, not later than 7 (seven) days after receiving a written demand from the Monitoring Committee, to make the disclosures contemplated in Clauses 26.5 and 26.6;

shall be –

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

27.2.1 R500 000.00 for a first offence in the Contracting Cycle;

27.2.2 R1 000 000.00 for a second offence in the Contracting Cycle; or

27.3 liable to be suspended from the applicable International Franchise, Domestic Franchise or Non-Franchise Competition, for a third offence in the Contracting Cycle.

27.4 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.

27.5 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.

27.6 In the circumstances contemplated in Clause 27.7, 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 27.

27.7 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 27.6, only if the Monitoring Committee and SAREO are satisfied, in their sole discretion, that -

27.7.1 the breach in question was committed inadvertently and without negligence on the part of the breaching party; and

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

## **28 TRANSITIONAL CLAUSE**

28.1 A Player who, at the commencement of this Agreement, was already under contract to a Province –

28.1.1 on basis designated as “Full-Time” under his Player Contract, and who has remained so contracted, will be deemed to be a Provincial Player;

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

28.1.3 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.

## **29 MINIMUM REMUNERATION**

29.1 Subject to Clause 29.2, PONI and Provincial Players must be paid a minimum monthly Remuneration of R 10 950.00 (Ten Thousand Nine Hundred and Fifty Rand);



- 29.2 Clause 29.1 does not apply to PONI and Provincial Players contracted by a Domestic Franchise or Non-Franchise on a Free-Agent Basis, who may be paid less (or more) than R10 950.00 (Ten Thousand Nine Hundred and Fifty Rand).
- 29.3 A Semi-Professional Player must be paid a minimum monthly Remuneration of R 6 200.00 (Six Thousand Two Hundred Rand).
- 29.4 The amounts contemplated in this Clause shall be increased by the prevailing rate of CPI with effect from 1 November 2021.

**30 MINIMUM REMUNERATION FOR PLAYING IN THE INTERCONTINENTAL RUGBY AND PRO RUGBY COMPETITIONS**

- 30.1 All International Franchises shall, at least one week before their first Match of the Intercontinental Rugby or Pro Rugby Competition, announce an official squad of at least 30 Players that will participate in such Competition.
- 30.2 With effect from such date, until the last Match played by the International Franchise in the Intercontinental or Pro Rugby 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 R36 155.00 (Thirty-Six Thousand One Hundred and Fifty-Five Rand). This amount shall be increased by the prevailing rate of CPI with effect from 1 November 2021.
- 30.3 For the avoidance of any doubt, it is recorded that –
- 30.3.1 A Development Player who plays in the Intercontinental or Pro Rugby Competition shall be regarded as part of the reconstituted squad contemplated in Clause 30.2 for as long as he so plays.
- 30.3.2 if an International Franchise selects more than 30 Players to the Intercontinental or Pro Rugby Squads contemplated in Clause 30.1, the Franchise shall be obliged to pay all such Players at least the minimum remuneration as per clause 30.2 above;

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

### **31 MATCH FEES FOR CERTAIN PLAYERS**

31.1 Subject to Clause 31.3, Development Players and Club Players playing for a Province in a Senior Competition shall be paid:

31.1.1 a minimum Match Fee of R1 550.00 (One Thousand Five Hundred and Fifty Rand) per Match, for playing in the SA Cup Competition;

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

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

31.2 The Match Fees as set out in Clauses 31.1.1, 31.1.2 and 31.1.3 shall also be payable to Development Players and Club Players used on an *ad hoc* basis should they play in Promotion-Relegation Matches.

31.3 Despite Clause 31.1, a Development Player shall not be paid the Match Fees contemplated in this Clause 31, if he is receiving at least the minimum Remuneration contemplated in Clauses 29 and 30.

31.4 The amounts in 31.1 will increase with CPI in 2021.

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

- 32.1      For the purposes of this Clause, any reference to "Player", shall mean a Contracted Player, unless expressly specified otherwise.
- 32.2      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.
- 32.3      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.
- 32.4      Subject to the provisions of Clause 32.6 the Province shall within 14 (fourteen) days of receipt of the request contemplated in Clause 32.3, either grant or withhold its consent, in writing.
- 32.5      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 33 of this Agreement.
- 32.6      If the Province does not respond within the time period contemplated in Clause 32.4 the Player's request will be deemed to have been granted.
- 32.7      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 33 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.

- 32.8 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.
- 32.9 Development Players shall attend at least 3 (three) player development modules which SARPA will provide at no cost to the Provinces. These modules are:
- 32.9.1 Personality and career analysis; and
- 32.9.2 Other modules that the SARPA Player Development Division considers necessary and relevant, in its discretion.
- 32.10 Provided that Players who provide proof that they are performing formal studies shall not be required to attend the personality and career analysis module.
- 32.11 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.
- 32.12 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.
- 32.13 The relevant Provinces agree that the facilities, such as meeting rooms, will be made available for these sessions as and when required.

### **33 GENERAL DUTIES OF THE PLAYER**

- 33.1 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.

33.2 Players shall perform all duties and responsibilities required of them including but not limited to –

33.2.1 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;

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

33.2.3 observing and abiding by all reasonable instructions and directions of the Province, its Head Coaches and Members of the Province's team management;

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

33.2.5 being available to participate in: -

33.2.5.1 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;

33.2.5.2 training sessions and/or training camps;

33.2.5.3 Team and Squad meetings, subject always to the Provisions of WR Regulation 9.13, relating to international Squad sessions.

33.2.6 making not more than 25 Non-Commercial Appearances per annum on behalf of the Province; provided that if the Player is a PONI, he shall

not be required to make more than 12 Non-Commercial Appearances per annum on behalf of the Province;

33.2.7 making Commercial Appearances on behalf of an International Franchise, provided that a Player may not be required to participate in a Commercial Appearance where the International Franchise has already required of its Players collectively to make 500 Commercial Appearances in total in a calendar year);

33.2.8 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 12;

33.2.9 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

33.2.10 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.

33.3 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 12 and the Codes of Good Practice and the other relevant provisions of the Act have been duly followed.

## **34 HOURS OF WORK**

- 34.1 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.
- 34.2 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.
- 34.3 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.

## **35 CLUB MEMBERSHIP**

- 35.1 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 aforestated period.
- 35.2 Whilst under contract with a Province, a Player may only change Clubs with the prior written permission of the Province.
- 35.3 Notwithstanding the provisions of Clause 35.1, 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.

35.4 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.

35.5 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.

### **36 SPECIAL PROVISIONS RELATING TO APPAREL, TECHNICAL GEAR AND FOOTWEAR**

36.1 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 Squads or Teams, and shall not remove, alter or obscure any logos, brand names or identification devices on such Apparel or Technical Gear.

36.2 A Player may not, during any of the periods or occasions contemplated in Clause 36.1, 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.

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

36.3.1 wear Technical Gear of their choice, subject to Clause 36.2, 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



36.3.2 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.

36.4 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 37.

### **37 CONCLUSION OF A FOOTWEAR AND TECHNICAL GEAR ENDORSEMENT AGREEMENT BY A PLAYER**

37.1 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.

37.2 Subject to Clause 37.3, the Province's Technical Gear Sponsor shall be entitled to the right of first refusal contemplated in Clause 37.1 in respect of all renewals of a Player's Technical Gear endorsement agreement.

37.3 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.

- 37.4 The sole criterion for determining whether an offer has been Matched under Clause 37.3 shall be the financial benefit due to the Player under that agreement.

### **38 TERMINATION OF A PLAYER CONTRACT BY A PROVINCE**

- 38.1 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.
- 38.2 This applies where the misconduct was committed, or the incapacity relates to, the Player's Duties to the Province.
- 38.3 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 12 and on grounds of poor performance in accordance with the Performance Procedure set out in Schedule 16.

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

- 39.1 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.
- 39.2 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 14 and can only thereafter terminate his Player Contract with the Province.

#### **40 DATABASE OF PLAYERS' SALARIES**

- 40.1 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.
- 40.2 This information will be treated confidentially by all the Parties concerned.

#### **41 SELECTION TO TEAM AND SQUADS**

- 41.1 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 Contract, or the secondment of a Player to SARU, guarantee the Player selection to the National Team or National Team Squad.
- 41.2 Provinces and/or SARU shall have the sole discretion in respect of such selections and their decision in this regard will be final and binding. However, Provinces shall, in the interests of promoting transparency and at a Player's request, provide brief reasons to a Player for not selecting him.

#### **42 MUTUAL RECOGNITION**

- 42.1 SARPA recognises the right of Provinces to manage and direct their operations and their right to conduct their normal managerial functions.
- 42.2 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.
- 42.3 This Agreement and everything recorded in this Clause 42 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.

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

42.4.1 promote and protect the interests of the Players and to safeguard their rights;

42.4.2 strive for the improvement of employment and economic conditions of the Players;

42.4.3 negotiate on behalf of the Players their terms and conditions of employment;

42.4.4 maintain freedom from unjust and unlawful rules, regulations and policies affecting each Player's rugby career;

42.4.5 provide a medium through which the Players may express their views on issues concerning their wellbeing; and

42.4.6 provide representation for Players at all levels.

#### **43 ACCESS TO PLAYERS AND INFORMATION**

43.1 Officials and office-bearers of SARPA shall have access to Players on reasonable terms and at times to be arranged with the management of a Province.

43.2 Players who are SARPA office-bearers shall be granted reasonable time off to attend SARPA meetings with due consideration to minimising the disruption of the training and playing schedules of such Players.

43.3 SARPA shall have the right to acquire all relevant information that it reasonably requires in order to -

43.3.1 engage meaningfully in collective bargaining; and

43.3.2 enable it to perform the functions of representing Members in grievance and disciplinary matters and monitoring compliance by Provinces with its obligations under this Agreement.

#### **44 PREMIUM RESERVE SEATING TICKETS**

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

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

44.1.2 preferential procurement of tickets by SARPA;

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

44.1.4 one reserved parking ticket.

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

44.3 SARPA and a Province may agree in writing to extend the time in which SARPA must give the notice referred to in Clause 44.2.

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

#### **45 SARPA SUBSCRIPTION FEE**

45.1 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.

- 45.2 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.
- 45.3 SARPA will, monthly, provide the Provinces with Membership lists confirming the names of the Members at each Province and the Provinces must deduct the SARPA subscription fees from such 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.
- 45.4 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.

#### **46 FUTURE NEGOTIATIONS**

- 46.1 For as long as SARPA remains representative (as contemplated in Clause 45.1) SAREO and SARPA shall negotiate over the future collective terms and conditions of employment of Players contracted to, or selected by, the Provinces.
- 46.2 Such Remuneration and other terms will be reviewed starting March 2021 and will always be subject to the guidelines set out below.
- 46.3 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.
- 46.4 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.
- 46.5 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.

- 46.6 Special meetings may be arranged from time to time by agreement and on an *ad hoc* basis, to consider urgent matters of mutual interest.
- 46.7 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.
- 46.8 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.
- 46.9 The Parties may invite other stakeholders or experts to attend the workshop and the date, format and logistics of the workshop will be agreed to by the Parties.

### SECTION THREE

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

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

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

- 47.1 For the duration of his Player Contract or while seconded to SARU, a Player must –
- 47.1.1 keep himself in good physical condition and fitness as prescribed and regulated by the Province or SARU;

- 47.1.2 as soon as he becomes aware of any illness, disability, injury or other condition that might affect his physical condition or performance, disclose it to the team doctor of the Province or SARU, and any failure to do so could result in disciplinary action being taken against the Player;
- 47.1.3 attend and participate in any physical or fitness examination required by the Province or SARU;
- 47.1.4 subject to Clause 47.1.5, undergo any necessary medical treatment prescribed by a registered medical practitioner approved by the Province or SARU concerning any illness, disability, injury or other condition affecting his ability to play the Game.
- 47.1.5 Before undergoing medical treatment as contemplated in Clause 47.1.4 above, 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.
- 47.1.6 comply with reasonable instructions by the Province's or SARU's medical team;
- 47.1.7 refrain from participating in any hobby or sport which would ordinarily be regarded as highly dangerous or which involves a significant risk of personal injury such as rock-climbing, bungee jumping, sky-diving, water skiing, jet-skiing, white water rafting, skateboarding, hang-gliding, quad-biking and motor-racing - failure to disclose such activities prior to engaging therein may lead to disciplinary action against the Player and could lead to the termination of the Player Contract; and



- 47.1.8 not engage in any use of a substance or practices which contravene the anti-doping regulations of either SARU or WR, as dealt with herein below.
- 47.2 Subject to clause 33.2.5.1, a Player shall not be allowed to play more than 28 matches per annum on condition that the matches shall first be allocated for test matches for those Players identified by SARU.
- 47.3 It is recorded that SARU is in the process of finalising the PONI Contract where after the duties of the Player, agreed to by all Parties (SARU, SAREO and SARPA), will be included under Clause 9.
- 47.4 Nothing in this Clause 47 or anywhere else in this Agreement shall be interpreted to allow a Province or SARU 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 or SARU.

## **48 ANTI-DOPING**

- 48.1 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.
- 48.2 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.
- 48.3 The Provinces and SARU 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.

- 48.4 In the event that a National Contracted Player or a Club Player, is accused of having committed an anti-doping offence and the Player maintains that he ingested the substance inadvertently, through no fault or negligence of his own or through no significant fault or negligence of his own, SARU and SARPA will be responsible for the costs of the Player's legal representation at the proceedings before the SAIDS disciplinary panel in equal shares and, if applicable, any appeal tribunal. In the event that the Player's period of ineligibility is not decreased in terms of the decision of the relevant SAIDS or CAS panel or tribunal, as the case may be, these costs shall be repayable to SARU and SARPA by the Player. However, should the Player's legal representative advise SARU and SARPA that, based on all the evidence available, the Player's chances of success are remote, SARU and SARPA may in its discretion decide to withdraw any further funding.
- 48.5 In the event that a National Contracted Player is tested positive for a banned substance and accused of having committed an anti-doping offence, his/her contract may be suspended after three months from the date of being notified of such positive test, provided that SARU shall, prior to terminating the Player's contract, must have complied with its undertakings in Clause 48.7 below and shall substantially comply with the procedures set out in the Labour Relations Act 66 of 1995 entitling the Player to a fair hearing. If the doping offence cannot be proven by the anti-doping agency involved or the Player's period of ineligibility is reduced to less than three months, the Player must be reimbursed for the income forfeited during the period that his contract was suspended for.
- 48.6 In the event that a Provincial Player is tested positive for a banned substance and accused of having committed an anti-doping offence, his contract may be suspended after three months from the date of notification by the Anti-Doping Agency of such positive test, provided that:
- 48.6.1 the Province and SARU has complied with its obligations in Clause 48.8 below;

- 48.6.2 prior to suspending the Player's contract, the Province and SARU substantially complied with the procedures set out in the Act entitling the Player to a fair hearing; and
- 48.7 If a Player contemplated in Clause 48.4 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.
- 48.8 The Province and SARU undertakes -
- 48.8.1 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;
- 48.8.2 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
- 48.8.3 to properly educate the Player on the dangers of doping and on how to apply for Therapeutic Use Exemptions.
- 48.9 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 or SARU.

#### **49 MEDICAL AID COVER**

- 49.1 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.
- 49.2 The Parties further recognise and agree that, subject to Clause 49.12, 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.

- 49.3 In the case of Club Players used on an *ad hoc* basis Provinces and SARU remain obligated, as provided for in the applicable World Rugby Regulations and the Compensation for Occupational Injuries and Diseases Act, to cover medical treatment costs incurred by such Players whilst providing rugby-playing services to the Province or SARU.
- 49.4 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 49.2, shall nevertheless be part of the compulsory employer group GAP cover.
- 49.5 SARU will be responsible for any additional medical costs not covered by the player's medical aid cover, whether because the Player's savings portion of the scheme has been depleted, or otherwise. In the case of a Provincial Player and a Club Player, SARU will only incur this liability when the injury is sustained during a Period of Secondment.
- 49.6 Club Players will be provided with comprehensive medical aid cover and SARPA's financial advisor will attempt to arrange comprehensive medical aid cover as soon as the Club Player is selected to render services to SARU and, if successful, SARU will be responsible for paying the Club Player's medical aid premiums.
- 49.7 An Appointed Financial Advisor shall use his best endeavours to procure viable comprehensive medical aid on reasonable terms for a Club Player, and if he is unable to do so, SARU shall be responsible for all the Player's medical expenses with a private medical facility and with medical professionals approved by SARPA.
- 49.8 It is acknowledged that under the applicable rules of the Comprehensive Medical Scheme contributions must be made for a minimum of 12 (twelve)

months. This creates challenges where a Player is contracted for less than 12 (twelve) months, and to deal with such challenges the Parties agree that in respect of such Players the following arrangements shall apply:

49.8.1 SARU and 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 SARU and the Province is able to pay such contributions over the required twelve-month period.

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

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

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

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

- 49.9.2 Thereafter, membership will be verified by a Province or SARU every six months; and
- 49.9.3 the Provinces or SARU will identify a responsible person or persons at the Provinces or SARU who will attend to the reasonable requests for information and documentation as advised by the Appointed Financial Advisor.
- 49.10 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 or SARU.
- 49.11 The on-boarding administration and premium deduction for this Comprehensive Medical Scheme cover will be done by the Province or SARU where the Contracted Player is employed.
- 49.12 The on-boarding administration should be concluded before the first day of employment.
- 49.13 The on-boarding process is subject to the following –
- 49.13.1 relevant application documents must be completed by the Province or SARU;
- 49.13.2 the Province or SARU must submit the application documents to the Appointed Financial Adviser for submission to the scheme;
- 49.13.3 The Province or SARU shall ensure that every Contracted Player is uploaded on the Province's medical aid provider pay point;
- 49.13.4 The Appointed Financial Advisor shall provide monthly premium schedules to the Provinces or SARU;
- 49.13.5 The applicable monthly premiums shall be deducted from the Remuneration of the Contracted Player and will be paid over by the

Province or SARU to the relevant medical aid fund by no later than the 5th day of the month following the deduction; and

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

49.14 Despite anything to the contrary in this Clause 49 –

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

49.14.2 The approval contemplated in Clause 49.14.1 may only be withheld in the event that:

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

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

49.14.3 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.

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

49.16 Provisions applicable to Foreign Based Players:

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

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

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

50.1 Subject to Clauses 50.3, 50.4 and 50.5 below, each Province or SARU agrees to pay to a Contracted Player with a Temporary Disability, his Monthly Salary from the date of the incident which caused the Temporary Disability as follows:

50.1.1 for a period of 18 (eighteen) 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

50.1.2 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.

50.2 SARU shall only incur any liability to pay the Provincial Player's Remuneration, on the terms set out in this agreement, in the event that the Provincial Player's Temporary Disability or Catastrophic injury arises during a Period of Secondment and the Province does not or cannot fulfil its duties to the Provincial Player in terms of this agreement.



50.3 For the avoidance of doubt the exclusions referred to in Clause 50.5 below will only be applicable after:

50.3.1 180 (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, Lions, Sharks and Western Province;  
or

50.3.2 90 (ninety) days from the date of the incident which caused the Temporary Disability in respect of Players contracted at each of Boland, Border, Eastern Province, Griffons, Griquas, Leopards, Pumas, SWD and Valke.

50.4 In addition to Clause 50.1 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 50.1 above.

50.5 Each Province or SARU agrees to pay to each Contracted Player with a Temporary Disability or Catastrophic Injury who failed to transfer his Collective Commercial Rights to the Players Trust his Monthly Salary as set out below:

50.5.1 180 (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, Lions, Sharks and Western Province;  
or

50.5.2 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, Eastern Province, Griffons, Leopards, Pumas, SWD and Valke.

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

## 50.7 General Exclusions

50.7.1 The Monthly Salary as stipulated in Clause 50.1 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:

50.7.1.1 any nuclear reaction or nuclear radiation;

50.7.1.2 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;

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

50.7.1.4 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;

50.7.1.5 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);

50.7.1.6 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

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

50.7.2 The Monthly Salary as stipulated in Clause 50.1 above will not be payable if the claim is in any direct or indirect way caused by, related to, or a result of:

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

50.7.2.2 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);

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

50.7.2.4 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.

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

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

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

50.7.3.3 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 (200 (two hundred) minutes official game time for the Sevens format);

50.7.3.4 Permanent Exclusions identified when a player is contracted;

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

50.8 The Provinces' or SARU obligation to pay a Contracted Player as provided in this Clause 50 shall recommence afresh in the event that the same injury recurs after the Contracted Player returns from injury after having been declared fit to play by a medical doctor appointed by the Province or SARU.

50.9 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.

## **51 PLAYERS CONTRACTED OVERSEAS**

51.1 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.

51.2 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.

51.3 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:

51.3.1 180 (one hundred and eighty) days from the date of expiry of the Short-term Contract in respect of each of the Blue Bulls, Cheetahs, Lions, Sharks and Western Province; or

51.3.2 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, Pumas and Eastern Province.

51.4 Each Province or SARU must notify the Appointed Financial Advisor of all Contracted Players with a Short-term Contract referred to in Clause 51.3 above prior to the commencement of such Short-term Contract.

51.5 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 or SARU will have no obligation in respect thereof whatsoever.

51.6 This Clause 51 shall not apply after 1 November 2021.

## **52 PENSION FUND**

52.1 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% employer and a 7.5% Player contribution on the employer's payroll system.

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

52.3 At their election –

52.3.1 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;

52.3.1.1 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 52.1 and allowed in Clause 52.3.1). Such request must be conveyed annually to SARU or the Province with which the Player is contracted and to SARPA before the 15<sup>th</sup> of February of each year. Such voluntary increases or decreases in contributions can be made in intervals of 2.5%, in accordance with the relevant Pension Fund rules.

52.4 The employer shall deduct the contributions as set out above monthly and pay it over to the Pension Fund, as determined by the Pension Funds Act, 1956 or any other applicable legislation.

52.5 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.

52.6 The employer 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' or SARU payroll in order to comply with taxation requirements.

52.7 Contracted Players, who are not South African citizens, may elect not to contribute to the Pension Fund.

### **53 APPOINTED FINANCIAL ADVISORS**

53.1 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.

- 53.2 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 53.3. This will be done by way of an email to the chairperson and secretary of SAREO.
- 53.3 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.
- 53.4 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 53.2 above.
- 53.5 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 53.4 above, within 5 (five) days of receiving the particulars of the financial advisor from SARPA.
- 53.6 SARPA shall comment on the reasons advanced by SAREO within 7 (seven) days after receipt thereof.
- 53.7 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 64 of the Agreement.
- 53.8 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.

- 53.9 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.
- 53.10 The unsuccessful party in the Arbitration shall bear the costs of the arbitration.
- 53.11 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 53.1 to 53.8 shall again apply.
- 53.12 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.
- 53.13 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 64 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.

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

53.15 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.

53.16 Once the financial advisor and the Schemes have been appointed and nominated for purposes of this Clause 53, 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.

## **54 GENERAL GROUP INSURANCE COVER**

This section provides for additional group insurance product take-up by Contracted Players. These products will be introduced to provide cover for risks associated to Contracted Players while employed. The cost of any such product to be carried by the 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 5 million per annum, Career ender cover, Life cover etc. Player participation in any such products needs to be communicated and confirmed by the Player or SARPA or subsidiary or associated company of SARPA.

## **55 TRAVEL AND ACCOMMODATION**

55.1 A Province or SARU will provide and pay for accommodation and travel required for all Players performing their Duties under this Agreement.

55.2 SARU and the 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.

55.3 SARU and the Provinces shall arrange and pay for the cost of comprehensive travel insurance in an amount to be determined within the sole discretion of SARU or the Province to cover the Player for theft or loss of personal belongings during periods of national and overseas travel.

55.4 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.

55.5 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 for the Province at venues more than 50 (fifty) kilometres from their Home Ground.

55.6 Provinces will always provide Players with sufficient sustenance and refreshment when travelling for the Province.

## **56      PLAYER EDUCATION**

- 56.1      SARU and 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.
- 56.2      SARU and 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.
- 56.3      Each Province shall provide its Players with at least one compulsory anti-doping education session per year.

## **57      PLAYERS' COLLECTIVE COMMERCIAL RIGHTS AND PLAYER ATTRIBUTES**

- 57.1      It is recorded that the Players Trust and SARU have concluded an agreement (hereinafter "the SARU/Players Trust Agreement") under which SARU has acquired the Players' Collective Commercial Rights for all Contracted Players who have transferred their Players' Collective Commercial Rights to the Players Trust. It is further noted that in terms of the SARU / Players Trust Agreement, the Players Trust has granted to SARU and the Provinces to use of such Players Collective Commercial Rights.
- 57.2      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 SARU or the Province to whom the Player is contracted shall for as long as the Players Trust so fails to obtain and/or hold such Players' Collective Commercial Rights, have the right to use the Players' Collective Commercial Rights of the Player by virtue of this Agreement, and at no cost to the Province and SARU.
- 57.3      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 SARU and the Province to which the Player is contracted, by virtue of the SARU/Player's Trust Agreement, and not by virtue of this Agreement, and from the date on which the Player transfers such right to the Players Trust.

## **58 PLAYERS' USE OF THEIR PLAYER ATTRIBUTES**

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

58.1.1 conclude any agreement, or make any arrangement concerning:

58.1.2 any Appearances; or

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

58.1.4 communicate with, or write for, the media;

58.1.5 be involved in a radio or television broadcast; or

58.1.6 enter into any agreement relating to the internet.

58.2 Should a Player wish to obtain SARU or his Province's consent as contemplated in Clause 58.1 the Player shall address a written request to SARU or his Province. SARU or the Province shall respond in writing within (three) working days of receiving the request and shall either grant or deny the request. Should the SARU or the Province deny the request, it shall provide the Player with brief reasons for such denial.

58.3 If SARU or Province fails to respond within the time period contemplated in Clause 58.2 above, SARU or the Province shall be deemed to have granted the request.

58.4 SARU or a Province may not withhold the consent contemplated in Clause 58.2 unless the Agreement or arrangement referred to in Clause 58.1 –

58.4.1 relates to products or services directly competitive with those of SARU or the Province and / or its Sponsors or Suppliers;

58.4.2 involves the disclosure of Confidential Information or is prejudicial to the interests of the Province, SARU, WR or the Game; or

58.4.3 tends to bring the Game and/or the Province into disrepute.

58.5 When participating in any Appearance after having obtained SARU or a Province's consent, a Player may not, unless the SARU or Province has expressly given such consent in writing, appear in the Province's or SARU's jersey, Apparel or colours or generally use or apply the Provinces' or SARU's Intellectual Property.

58.6 Notwithstanding anything to the contrary in this Agreement, if an existing agreement, other than an agreement contemplated in Clause 58, between a Player and a third party concerning any matter set out in Clause 58.1 of this Agreement and relating to products or services competitive with those of SARU or his Province, or one or more of SARU or the Province's Sponsors, terminates during the term of his agreement with SARU or the Province, the SARU or the Province's Sponsor shall have the first option of entering into an agreement with the 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.

58.7 An "existing agreement" for the purposes of Clause 58.6 means an agreement in existence when the Player concluded his Player Contract with SARU or the Province.

58.8 SARU and Provinces shall keep written records of the number of Commercial Appearances and Non-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.

## **59 MISCONDUCT AND DISCIPLINARY PROCEDURE**

- 59.1 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.
- 59.2 If the Player is guilty of any misconduct, whether on or away from the field of play, during the term of his Player Contract, SARU or the Province, as the case may be, shall be responsible for disciplining the Player.
- 59.3 SARU and/or the Province will have the right to discipline a Player seconded to them for any misconduct, whether on or away from the field of play. The Player herewith agrees to subject himself to the disciplinary code of SARU, attached hereto (Schedule 13), or the Province (Schedule 12), as the case may be and/or including any penalty or sanction imposed against him, provided that the disciplinary action would not unreasonably interfere with the Player Contract of the Player. Notwithstanding the aforementioned, SARU or the Province may refer the misconduct complaint against the Player seconded to them to be dealt with by the employer.
- 59.4 The Player is entitled to legal representation at any disciplinary inquiry conducted under the provisions of this Agreement.
- 59.5 The Player shall further refrain from actions or lack of actions which constitute misconduct under the Disciplinary Regulations of WR, SARU and the Province. Should the 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.
- 59.6 In the event that the Player is suspended from playing Matches for whatever reason, 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.

## **60 LEGAL REPRESENTATION**

60.1 It is recorded that SARU, 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, SARU, SAREO and SARPA have agreed to use their best efforts to ensure that the Player can be legally represented.

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

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

60.2.2 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.

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

## **61 ANNUAL LEAVE**

61.1 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 61.3.

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

61.3 Taking into account the scheduling of SARU Competitions, the Provinces shall endeavour to grant leave at such times that will promote Player rest and general welfare.

## **62 FAMILY RESPONSIBILITY LEAVE**

- 62.1 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.
- 62.2 In appropriate circumstances, a Province may – on grounds of compassion – grant a Player additional family responsibility leave.

## **63 SICK LEAVE**

- 63.1 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.
- 63.2 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.
- 63.3 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.

## **64 DISPUTE RESOLUTION**

- 64.1 Any dispute between the Parties to this Agreement, or between a Province / SARU 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:

- 64.2 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.
- 64.3 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 64.2, by such Senior Counsel as may be appointed by the Chairperson of the Cape Bar for such purpose.
- 64.4 Any Party may, at the expiration of the two days of the notice in Clause 64.3 and in the event that the Parties have failed to reach agreement on the arbitrator, approach the Chairperson of the Cape Bar and request such appointment in writing and include the other Parties in such request.
- 64.5 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.
- 64.6 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.
- 64.7 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.
- 64.8 The provisions of this Clause 64 will not prevent either of the Parties from approaching a court of law to obtain urgent interim relief by way of an interdict.
- 64.9 It is agreed that any alleged breach relating the failure of SARU or a Province to pay a Player his Remuneration, or any dispute relating to the reasonableness

of SARU or a Province's refusal to issue any consents referred to hereinabove, will be regarded as urgent in nature and the time period in which the arbitration will take place will be reduced to 7 (seven) days of such notice been given.

- 64.10 The provisions of this Clause shall be binding on the Parties notwithstanding the termination of this Agreement.

## **65 JOINT COMMITTEE ON PLAYERS' SAFETY AND WELFARE**

- 65.1 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 6 (six) representatives two each of SARPA, SARU and SAREO.

- 65.2 The Committee shall meet at least twice a year, on a time and date agreed to by the Parties, but additional meetings may be arranged from time to time by agreement and on an Ad-Hoc basis to consider urgent matters dealing with the safety and welfare of the Players.

- 65.3 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.

DATED at ..... on .....

DocuSigned by:

*Rudolf Straeuli*

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For and on behalf of SAREO

**RUDOLF STRAEULI**

(Print Name and Surname)

DocuSigned by:

*Willemerwe*

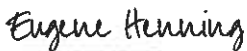
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AS WITNESS FOR SAREO

**WILLEMEN VAN DER MERWE**

(Print Name and Surname)


DATED at .....on .....

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For and on behalf of SARPA

**EUGENE HENNING**

(Print Name and Surname)

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AS WITNESS for SARPA

**MANDISI TSHONTI**

(Print Name and Surname)


DATED at .....on .....

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For and on behalf of SARU

**JURIE ROUX**

(Print Name and Surname)

DocuSigned by:  
  
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AS WITNESS FOR SARU

**CHRISTO FERREIRA**

(Print Name and Surname)

## **SCHEDULE 1**

### **SEVENS NATIONAL PLAYER CONTRACT**



#### **AGREEMENT**

entered into by and between

**SOUTH AFRICAN RUGBY UNION**

**("SARU")**

and

**("the PLAYER")**

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## **1. PARTIES**

The Parties to this Agreement are:

1.1 **SARU**; and

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

## **2. PREAMBLE**

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

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

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

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

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

### 3. DEFINITIONS

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

- 4.5 The CEO is the only person mandated by SARU to sign and/or to terminate and/or to vary the terms of this Agreement and he shall do so in writing. No person other than the CEO of SARU may negotiate a variation of the terms of this Agreement or the renewal of this Agreement with the PLAYER. Any expectation of a renewal or variation of the terms of this Agreement created by any other person than the CEO shall be of no force and effect.
- 4.6 This Agreement is for a fixed-term and expires automatically on the termination date. The PLAYER acknowledges that on the date of his signing of this Agreement he has no expectation that the Agreement will be renewed.
- 4.7 SARU shall no later than 1 July in the year of termination of the Agreement inform the PLAYER in writing whether:
- 4.7.1 SARU intends offering him another contract on the expiration of this Agreement; or
- 4.7.2 SARU intends not to offer him another contract on the expiration of this Agreement.

## 5. REPRESENTATIONS BY THE PLAYER

By entering into this Agreement, the PLAYER represents that-

- 5.1 he is able to perform his obligations in terms of this Agreement;
- 5.2 he has satisfied the eligibility criteria as per World Rugby Schedule 2 of Regulation 8;
- 5.3 to the best of his knowledge **Schedule III** is an accurate and complete reflection of his physical condition and health.

The PLAYER authorises SARU to-

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

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

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

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

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

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

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

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

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

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

(a) training sessions and/or training camps;

(b) team and squad meetings;

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



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

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

6.1.15 For purposes of clause 6.1.14:

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

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

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

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

6.1.17 If the PLAYER, his agent and any other party acting on his behalf as a consequence of the aforementioned discussions and/or negotiations receives an offer from a Club and the PLAYER is willing to accept the offer, he shall provide SARU with a copy thereof prior to accepting same, in order to allow SARU an opportunity to negotiate with the PLAYER a new contract for a further term. Should SARU and the PLAYER fail to reach agreement within a period of 14 (fourteen) days from the date when SARU is provided with the copy of the Club's offer, then the PLAYER will be free to conclude the contract with the Club.

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

## **7. REMUNERATION**

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

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

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

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

- 8.3 The PLAYER will be responsible for the cost of the medical aid cover recommended in terms of clause 8.1, unless otherwise agreed to between SARU and the PLAYER in writing.
- 8.4 During periods of overseas travel, SARU shall arrange and pay for the costs of comprehensive medical insurance, to cover the PLAYER for medical expenses related to rugby injuries and injuries not covered under the medical aid scheme referred to in this clause.
- 8.5 Should the PLAYER have exhausted his medical aid benefits as a direct result of performing his duties under this Agreement and be liable for a shortfall in terms of his medical aid benefits, SARU shall carry the costs thereof, upon written proof that the benefits have been exhausted as a direct result of the PLAYER's injuries incurred in performing his duties.

## **9. SELECTION**

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

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

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

could result in disciplinary action being taken against the PLAYER depending on the applicable circumstances;

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

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

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

## **12. INJURY BENEFIT**

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

### **13. ANNUAL LEAVE**

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

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

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

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

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

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

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

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



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

## **17. ANTI-DOPING**

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

## **18. GRIEVANCE PROCEDURE**

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

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

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

## **20. DISPUTES**

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

## **21. PERFORMANCE REVIEW PROCEDURE**

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

## **22. TERMINATION BY SARU**

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

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

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

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

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

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

23.1.3 SARU makes a continued employment relationship impossible.

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

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

## **24. WHOLE AGREEMENT**

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

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

## **25. VARIATION**

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

**26. RELAXATION**

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

**27. PRIOR AGREEMENTS**

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

**28. CONFIDENTIALITY**

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

28.2 As a result of the PLAYER's participation in the Springbok 7's activities, he will acquire information concerning SARU's coaching methods, team drills and playing strategies. This information is confidential to SARU and the PLAYER therefore undertakes not to disclose any such confidential information to

anyone, except to persons connected with SARU, who are required to be aware of the information.

## 29. NOTICES AND DOMICILIA

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

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

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

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

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

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

29.3.2 if transmitted by facsimile during normal business hours on an ordinary working day, be deemed to have been received by the addressee on

the day of despatch, and otherwise it shall be deemed to have been received on the next working day.

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

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

**AS WITNESSES:**

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

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

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

**AS WITNESSES:**

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

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

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

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



## **SCHEDULE II REMUNERATION**

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

### **1. FIXED REMUNERATION**

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

### **2. DURATION**

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

### **3. WIN BONUSES**

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

**SCHEDULE III**  
**PHYSICAL AND HEALTH**

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

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

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

2) Do you currently suffer from any injuries?

3) Are you currently playing rugby in official matches?

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

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

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

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

Provide details here if space above insufficient:

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

PLAYER’s Signature

**SCHEDULE IV**  
**SEVEN'S NATIONAL CONTRACTED PLAYER**  
**ONBOARDING DOCUMENT**  
**(Medical Aid, Contract Insurance, Pension Fund)**

Name, Surname: \_\_\_\_\_

ID: \_\_\_\_\_

Cell number: \_\_\_\_\_

Email: \_\_\_\_\_

Province: \_\_\_\_\_

Contract term: \_\_\_\_\_

Previously contracted with: \_\_\_\_\_

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

(Please indicate for appointed broker to give for further advice)

**Gross annual remuneration (to determine insurable income):** \_\_\_\_\_

(Please note that the insurer will be contacting you for underwriting procedures)

**Pension fund contribution:** \_\_\_\_\_

(To be classified as an Employer contribution)

\_\_\_\_\_

Signed by employer

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed by Player  
Date

Location signed

**To be communicated to Absa Insurance & Financial Advisers**

**david.devilliers@absa.co.za / fax +27 86 585 9537**

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

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

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

## **SCHEDULE 2**

### **WOMEN'S NATIONAL PLAYER CONTRACT**



#### **AGREEMENT**

entered into by and between

**SOUTH AFRICAN RUGBY UNION**

**("SARU")**

and

**("the PLAYER")**

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## **1. PARTIES**

The Parties to this Agreement are:

1.1 **SARU**; and

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

## **2. PREAMBLE**

- 2.1 SARU is contracting the PLAYER as its employee to render services as a professional rugby player to SARU. The PLAYER may during the term of this Agreement, request SARU to second the PLAYER's rugby playing services to a Province for whatever purposes. SARU shall respond to the request in writing within 7 (seven) days of receipt thereof by granting or refusing such request.
- 2.2 It will be in the sole and exclusive discretion of SARU whether or not to agree to second the PLAYER's rugby playing services to a Province.
- 2.3 In the event that SARU refuses to second the PLAYER's rugby playing services, SARU will be under no obligation to provide reasons for its refusal.
- 2.4 If the PLAYER's request is granted, SARU shall in its sole and exclusive discretion determine the Period of Secondment of the PLAYER's rugby playing services and all other terms and conditions that the secondment will be subject to.
- 2.5 One such condition, although not limited thereto, shall be that during the Period of Secondment, the PLAYER's obligations towards SARU as set out in clause 6 will be suspended and during such period the PLAYER will owe such obligations to the Province and she will perform such obligations for the Province.

### 3. DEFINITIONS

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

- 3.1 **"Appearance"** means a personal promotional appearance performed by the PLAYER for an Authorised Sponsor and/or for SARU Promotional Activities including, but not limited to, any guest appearance, media appearance or interview and any appearance at an official function, signing session, photo or film shoot or recording session;
- 3.2 **"Authorised Sponsor"** means a sponsor or supplier of SARU;
- 3.3 **"the/this Agreement"** means this Agreement and all its Schedules;
- 3.4 **"Clearance"** bears the meaning assigned to it in World Rugby Regulation 4.6.1, namely:
- "The written consent (in the standard form) authorizing a Player to participate in the Game in a New Union at the request of such New Union and signed by:*
- (a) *the Player's Current Union;*
- (b) *the Union for whom the player plays International Matches where such Player has represented that Union in a Match covered by Regulation 8.3 or 8.4";*
- 3.5 **"CEO"** means the Chief Executive Officer of SARU;
- 3.6 **"Confidential Information"** means any information in respect of SARU's coaching methods, team drills and playing strategies and other playing information;

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

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

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

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

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

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

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

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

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

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

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

By entering into this Agreement, the PLAYER represents that-

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



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

The PLAYER authorises SARU to-

- 5.4 disclose the contents of **Schedule III** to the appointed medical and/or fitness practitioner for the purposes of the medical and fitness examinations referred to in 4.4;
- 5.4 contact the medical practitioner referred to in **Schedule III** for the purpose of verifying the medical and physical condition of the PLAYER and to obtain whatever medical information and/or documentation SARU may require about the PLAYER.

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

- 6.1 The PLAYER agrees to perform all duties and responsibilities to SARU as the case may be, including but not limited to –
- 6.1.1 acquaint herself with and abide by the Laws of the Game and changes thereto;
- 6.1.2 play the Game to the best of her ability and skill in accordance with the Laws of the Game;
- 6.1.3 observe and abide by all reasonable instructions and directions of SARU, the Head Coach and members of its Team Management;
- 6.1.4 maintain appropriate levels of fitness and skill as discussed and agreed to;
- 6.1.5 be available to participate in the competitions under the auspices of SARU and World Rugby to which she is selected;

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

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

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

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

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

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

## **7. REMUNERATION**

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

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

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

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

## **9. SELECTION**

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

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

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

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

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

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

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

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



## **12. INJURY BENEFIT**

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

## **13. ANNUAL LEAVE**

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

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

## **14. FAMILY RESPONSIBILITY LEAVE**

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

## **15. TRAVEL AND ACCOMMODATION**

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

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

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

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

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

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

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

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

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

## **17. ANTI-DOPING**

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

## **18. GRIEVANCE PROCEDURE**

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

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

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

## **20. DISPUTES**

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

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

## **21. PERFORMANCE REVIEW PROCEDURE**

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

## **22. TERMINATION BY SARU**

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

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

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

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

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

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

23.1.3 SARU makes a continued employment relationship impossible.

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

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

## **24. WHOLE AGREEMENT**

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

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

**25. VARIATION**

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

**26. RELAXATION**

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

**27. PRIOR AGREEMENTS**

With the exclusion of the Substantive Agreement, all prior agreements entered into between the PLAYER and SARU, whether oral or in writing, are cancelled with effect from 1 January 2017. It is agreed that the relationship between the PLAYER and SARU shall from such date be governed by the provisions of this Agreement read with the Substantive Agreement.

**28. CONFIDENTIALITY**

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

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

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

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

## 29. NOTICES AND DOMICILIA

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

Fax number:	086 624 8943
Email address:	mandisi@my-players.com
Street address:	Table Bay Building, Tygerberg Office Park, 163 Uys Krige Road Platteklouf 7500



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

Email address: CharlesW@sarugby.co.za

Street Address: SARU House, 163 Uys Krige Road, Platteklouf, 7500

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

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

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

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

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

**AS WITNESSES:**

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

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

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

**AS WITNESSES:**

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

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

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

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

## **SCHEDULE II REMUNERATION**

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

### **1. FIXED REMUNERATION**

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

### **2. DURATION**

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

### **3. WIN BONUSES**

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

**SCHEDULE III**  
**PHYSICAL AND HEALTH**

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

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

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

2) Do you currently suffer from any injuries?

3) Are you currently playing rugby in official matches?

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

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

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

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

Provide details here if space above insufficient:

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

PLAYER's Signature

**SCHEDULE IV**  
**WOMEN NATIONAL CONTRACTED PLAYER**  
**ONBOARDING DOCUMENT**  
**(Medical Aid, Contract Insurance, Pension Fund)**

Name, Surname: \_\_\_\_\_  
ID: \_\_\_\_\_  
  
Cell number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Province: \_\_\_\_\_  
Contract term: \_\_\_\_\_  
Previously contracted with: \_\_\_\_\_

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

(Please indicate for appointed broker to give for further advice)

**Gross annual remuneration (to determine insurable income):** \_\_\_\_\_

(Please note that the insurer will be contacting you for underwriting procedures)

**Pension fund contribution:** \_\_\_\_\_

(To be classified as an Employer contribution)

Signed by employer

Signed by Player  
Date

Location signed

**To be communicated to Absa Insurance & Financial Advisers**

**david.devilliers@absa.co.za / fax +27 86 585 9537**

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

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

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



### **SCHEDULE 3**

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

#### **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)

---

<sup>3</sup> If the Player is being contracted on a Free Agent basis, then the following must be inserted as a new sub-clause 1.1(A):  
"Despite anything to the contrary in this Clause 1, , 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. 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.
- 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 60.1 to 60.3 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:	
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**PAYMENT DETAILS:**

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

**CONTRACTUAL DETAILS:**

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

**CLEAR COPY OF ID DOCUMENT PROVIDED:**

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

## **ANNEXURE 'A' – REMUNERATION**

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

R.....

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

(Before deductions)

### **2. RECORDABLE**

#### **2.1. It is recorded that –**

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

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

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

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



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

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

### **HEALTH DECLARATION**

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

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

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

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

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

---

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

## **SCHEDULE 4**

### **PROVINCIAL 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.
- 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 60.1 to 60.3 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:	
--------------------	--

**PAYMENT DETAILS:**

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

**CONTRACTUAL DETAILS:**

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

**CLEAR COPY OF ID DOCUMENT PROVIDED:**

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

## **ANNEXURE 'A' – REMUNERATION**

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

R.....

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

(Before deductions)

### **2. RECORDABLE**

#### **2.1. It is recorded that –**

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

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

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

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

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

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

### **HEALTH DECLARATION**

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

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

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

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

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

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

## **SCHEDULE 5**

### **SEMI-PROFESSIONAL PLAYER CONTRACT**

Between

---

(‘the Province’)

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

and

---

(‘the Player’)

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

**1. Employment by the Province**

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

**2. Special Provisions relating to the working time and secondment**

It is recorded that in terms of the 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 60.1 to 60.3 of the Collective Agreement which provides as follows:
- 6.2. It is recorded that the Players Trust and SARU have concluded an agreement under which SARU has acquired the Players' Collective Commercial Rights of all Contracted Players who have transferred their Players' Collective Commercial Rights to the Players Trust. It is further noted that in terms of such agreement the Players Trust has granted to SARU the right to use such Players' Collective Commercial Rights which enables SARU to grant the Players Collective Commercial Rights to the Provinces;
- 6.3. Should the Players Trust at any time, and for any reason whatsoever, fail to obtain and or hold the Players' Collective Commercial Rights of any Player then the Province to whom the Player is contracted shall from the date on which the Players Trust fails to obtain or ceases to hold such right, have the right to use the Collective Commercial Rights of the Player by virtue of this Agreement at no cost;
- 6.4. Should a Player at any time subsequent to the conclusion of the SARU and Players Trust agreement and this Agreement, transfer to the Players Trust the right to use his Players' Collective Commercial Rights, then the use thereof shall be made available to the Province to which the Player is contracted, from the date on which the Player transfers such right to the Players Trust, in terms of the Players Trust and SARU agreement, and not from this Agreement.



## **7. Acknowledgements by the Player**

### **7.1. The Player acknowledges and accepts that –**

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

## **8. Declarations by the Player**

### **8.1. The Player declares that to the best of his knowledge and belief and saves as disclosed in Annexure 'B'–**

- 8.1.1. he is free of any illness or injury that could affect his performance under this Agreement;

- 8.1.2. he is not involved in any employment, business or studies at an educational institution;
- 8.1.3. he is not bound by an individual agreement, arrangement or commitment concerning the use of his image by a party other than the Province or one of its Sponsors.

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

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

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

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

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

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

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

**PERSONAL DETAILS:**

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

Number of Dependents excluding you:	
-------------------------------------	--

**ADDRESS DETAILS:**

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

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

**PAYMENT DETAILS:**

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

**CONTRACTUAL DETAILS:**

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

**CLEAR COPY OF ID DOCUMENT PROVIDED:**

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

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

R.....

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

(Before deductions)

### **2. RECORDABLE**

#### **2.1. It is recorded that –**

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

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

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

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

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

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

### **HEALTH DECLARATION**

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

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

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

### **DISCLOSURE RELATING TO ANY AGREEMENT, ARRANGEMENT OR COMMITMENT CONCERNING PLAYER ATTRIBUTES<sup>6</sup>**

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

<sup>6</sup> The Player's attention is drawn to the following definition of "Player Attributes" contained in the Collective Agreement : "Player Attributes" means the rights which the Players own and enjoy in respect of their persons, personalities and/or public profiles including, but not limited to, their names, images, likenesses, signatures, voices, reputations and biographical information ;

## **SCHEDULE 6**

### **DEVELOPMENT PLAYER CONTRACT**

Between

---

(‘the Province’)

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

and

---

(‘the Player’)

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

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

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

## **2. Secondment to SARU**

- 2.1. The Player acknowledges and agrees that he may from time to time, and for varying periods, be seconded by the Province to the South African Rugby Union (hereinafter "SARU") to render rugby playing services to SARU and agrees to be so seconded.
- 2.2. Whilst seconded to SARU, the Player has Duties to both the Province and SARU, as specified in the 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 60.1 to 60.3 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:	
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## ADDRESS DETAILS:

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

Income Tax number:	
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## PAYMENT DETAILS:

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

## CONTRACTUAL DETAILS:

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

## CLEAR COPY OF ID DOCUMENT PROVIDED:

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

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

R.....

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

(Before deductions)

### **2. RECORDABLE**

#### **2.1. It is recorded that –**

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

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

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

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

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

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

### **HEALTH DECLARATION**

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

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

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

### **DISCLOSURE RELATING TO ANY AGREEMENT, ARRANGEMENT OR COMMITMENT CONCERNING PLAYER ATTRIBUTES<sup>7</sup>**

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

---

<sup>7</sup> The Player's attention is drawn to the following definition of "Player Attributes" contained in the Collective Agreement :  
"Player Attributes" means the rights which the Players own and enjoy in respect of their persons, personalities and/or public profiles including, but not limited to, their names, images, likenesses, signatures, voices, reputations and biographical information ;



REMUNERATION AGREEMENTS RECORDED UNDER SCHEDULES 7 TO 11 ARE CONFIDENTIAL IN NATURE AND THEREFORE NOT INCLUDED IN THIS COPY. THEY CAN BE OBTAINED BY A PLAYER OR CEO SENDING A REQUEST TO SARU OR SAREO OR SARPA.

## **SCHEDULE 12**

### **PROVINCES DISCIPLINARY CODE AND PROCEDURE**

#### **1. Introduction**

- 1.1 Disciplinary action must be substantively and procedurally fair. Dismissal without a valid fair reason and not in compliance with a fair procedure is explicitly defined as an unfair labour practice in the Labour Relations Act of 1995.
- 1.2 Procedural fairness is generally taken care of by the disciplinary procedure while the substantive aspects, i.e., the specific behaviour of players (who are the employees – which terms will be used interchangeably in this Schedule), are regulated by the disciplinary code.
- 1.3 The majority of disciplinary codes establish a list of offences. These are usually divided into minor/moderate offences such as lateness, horseplay, unauthorised absence, and serious offences such as theft, falsifying company records, malicious damage to property etc. A grid system of penalties is then linked to offences.
- 1.4 Unilateral suspension of a Player would, however, constitute an unfair labour practice. Some serious offences may evoke a first penalty of a final written warning. Summary dismissal may be justified in cases such as gross negligence, dishonesty, refusal to work, extended absence without permission, intoxication, assault and insubordination
- 1.5 The list of offences indicated below is not necessarily exhaustive and the penalties quoted must be regarded only as guidelines.
- 1.6 Each case should ultimately be assessed on its own merits at the hand of justice and fairness and bearing in mind that there must be consistency and even-handedness in the implementation of this procedure and code.

## 2. Sanctions for individual misconduct

2.1 The recommended disciplinary action as described hereunder is the harshest action that may be taken against an offending Player and Provincial management should exercise discretion where necessary to ensure that an appropriate sanction is imposed. The sanction imposed will depend on the seriousness of the offence with particular reference to the project affected.

2.2 In addition to the gravity of the misconduct, the following factors will be considered:

2.2.1 Player's circumstances (including length of service, previous disciplinary record and personal circumstances); and

2.2.2 The circumstances of the infringement itself.

2.2.3 Unrelated offences will not be cumulative; any other offences may result in dismissal. Except in the cases of individual misconduct, which would constitute ground for dismissal, sanctions will generally be applied in the following sequence:

	Sanction	Valid for:
1	Corrective counselling	3 months from date of imposition
2	Written Warning	6 months from date of imposition
3	Final written warning	6 months from date of imposition
4	Dismissal	

2.3 All corrective counselling and written warnings will be recorded in the Player's personal file and will be removed on date of expiry. However, a non-punitive record will be kept for administrative and reference purposes.

### **3. Corrective counselling**

In the case of misconduct, which is not sufficiently serious to merit a more serious sanction, the Player's immediate superior must, where appropriate, counsel the Player, i.e., advise the Player and recommend a course of action in order to correct unacceptable behaviour. A Province must keep a record and should advise the Player of the consequences, should any misconduct re-occur.

### **4. Verbal Warning**

If, after counselling, the Player persists in certain unacceptable behaviour or if any conduct is regarded as sufficiently serious, the Player's next level of management must issue a verbal warning, provided the misconduct does not warrant more serious action.

### **5. Written Warning**

5.1 If, after a verbal warning, the Player persists in certain unacceptable behaviour or if any conduct is regarded as sufficiently serious, the Player's immediate manager must issue a written warning, provided the misconduct does not warrant more serious action.

5.2 The Player's manager will issue a written warning after a discussion at which the unacceptable behaviour has been pointed out to the Player and the reason why it is unacceptable, and an opportunity to respond has been given to the Player. The Player will be required to acknowledge receipt of the letter of warning and should he refuse to sign, then the signature of a witness to confirm that the warning letter was handed to the Player, should be obtained where reasonably possible.

### **6. Final Warning**

6.1 A final written warning will be issued to a Player when there has been a further act of related misconduct while the employee has a valid written warning on record or in the case of any other misconduct which is individually, or

cumulatively, regarded as sufficiently serious. The Player will be required to acknowledge receipt of the letter of warning and should he refuse to sign, then the signature of a witness to confirm that the warning letter was handed to the employee, should be obtained where reasonably possible.

- 6.2 Any further act of individual misconduct of a similar nature on the part of the Player during the validity period of the final written warning will place the ongoing employment of the employee in jeopardy. If an employee receives two final written warnings for unrelated offences, any next offence may warrant dismissal.

## **7. Dismissal**

- 7.1 Dismissal is an appropriate sanction in the event of a Player being found guilty of a serious act of misconduct or in the event of the employee committing a further similar act of individual misconduct while a final warning is valid.
- 7.2 In the event of the possibility of dismissal, a disciplinary enquiry must be conducted as soon as reasonably possible.
- 7.3 In all cases, a disciplinary hearing must be held prior to a decision to dismiss.

Sanction	Given by ...
Counselling	IMMEDIATE MANAGER
Verbal Warning	Manager
1 <sup>st</sup> written Warning	Manager
2 <sup>nd</sup> written Warning	Manager
3 <sup>rd</sup> written Warning	CEO
Final written Warning	CEO
Dismissal	CEO

## **8. Misconduct Notice**

8.1 In the event of misconduct notice by a Player, which would appear sufficiently serious to warrant sanction more serious than a final written warning, the employee will be issued with a misconduct notice detailing:

- a) The alleged misconduct and, if requested, all relevant information that will be utilised;
- b) The time, date and venue for a disciplinary enquiry; and
- c) The right to representation.

## **9. Disciplinary Inquiry Rules**

9.1 An inquiry must be held as soon as possible and within a reasonable time (at least 48 working hours) of management gaining knowledge of the alleged misconduct and having had sufficient time to properly investigate the matter.

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

9.3 Failure to attend an Inquiry:

- 9.3.1 A Player who fails to attend the Inquiry after being notified in writing of the time and date thereof may, unless the reason for their non-attendance is reasonable, be disciplined in their absence.

9.4 Dismissal: Forfeiture of notice:

- 9.4.1 Immediate termination without 1 (one) months' notice or contractual notice period is permitted when the Player is guilty of a summary dismissal offence as detailed in the disciplinary code.

**DISCIPLINARY CODE - GUIDELINES**

<b>TIME-KEEPING OFFENCES &amp; OTHER</b>				
Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Abuse of sick leave	Final written warning	Dismissal  (After a disciplinary hearing has been conducted)		
Arriving late for work at beginning of day or after meal intervals	Verbal warning	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)
Leaving early at the end of the day or before meal interval	Verbal warning	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)
Sleeping on duty	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	
Unexplained absence from work for less than 5 days	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	
Unexplained absence from work for 5 days or more	Dismissal (After a disciplinary hearing has been conducted)			

Failure to produce a medical certificate after being requested to do so after taking sick leave	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	
Unwarranted absence from workplace without good reason	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	
Consistently bad time keeping or habitually late for work.	Verbal warning	First written warning	Second written warning	Final written warning final, dismissal

**ATTITUDE**

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Conduct which can lead to inharmonious relationships within the workplace.	First written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	
Conducting yourself in a rude, abusive, provocative, intimidatory and/or aggressive manner	Dismissal (After a disciplinary hearing has been conducted)			
Refusal/failure to carry out lawful and reasonable instructions	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)

### PERFORMANCE (MISCONDUCT)

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Poor quality of work or failing to maintain required output levels. Prior to taking any form of disciplinary action,	First written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	-

performance management is required. This must be fully documented and signed off by both <i>Parties</i>				
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 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Wastage of materials	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	
Negligent failure to comply with safety rules	Final written Warning	Dismissal (After a disciplinary hearing has been conducted)		
Obstinate and intentional failure to comply with safety rules	Final written Warning	Dismissal (After a disciplinary hearing has been conducted)		
Failure to wear prescribed uniform	written warning	Final written warning	Dismissal (After a disciplinary	

			hearing has been conducted)	
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<b>DISHONESTY</b>				
Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Theft, bribery, fraud, dishonesty, forgery or defalcation of any nature, as well as the unauthorised removal of any material/data from the <i>Province</i> , or from any person or premises where such data/material is kept.	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Intentional use of substances prohibited by the South African Institute for Drug-free Sport provided that it was not taken at the behest, encouragement or instruction of the employer, or any other contravention of 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	Dismissal (After a			

Certificates or documents. (e.g. medical certificates, education	disciplinary hearing has been conducted)			
Unauthorised possession of employer property, client property or property of co-workers	Dismissal (After a disciplinary hearing has been conducted)			
Unauthorised disclosure of Information	Dismissal (After a disciplinary hearing has been conducted)			

**OTHER SERIOUS OFFENCES**

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Theft	Dismissal (After a disciplinary hearing has been conducted)			
Intimidation in any form	Dismissal (After a disciplinary hearing has been conducted)			
Assault and/or attempted assault or threat of assault (verbal or physical)	Dismissal (After a disciplinary hearing has been conducted)			

i)	Dismissal (After a disciplinary hearing has been conducted)			
Inciting workers to partake in any form of illegal industrial action	Dismissal (After a disciplinary hearing has been conducted)			
Bringing the <i>Province's</i> name or the name of any <i>Sponsor of the Game</i> into disrepute	Dismissal (After a disciplinary hearing has been conducted)			
Negligent or intentional damage to a <i>Province's</i> suppliers or employer property	Final written warning	Dismissal (After a disciplinary hearing has been conducted)		

### INTOXICATION

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Being under the influence of mind-altering substances while on duty	Final written warning	Dismissal (After a disciplinary hearing has been conducted)		
Unauthorised possession of drugs and/or alcohol on duty	Final written warning	Dismissal (After a disciplinary hearing has been conducted)		
Using alcohol or *drugs on duty	Dismissal (After a disciplinary hearing has been conducted)			

(*without valid prescription) (prohibited performance enhancing substances are dealt with separately above)	hearing has been conducted)			
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**COMPUTER / CELL PHONE AND ELECTRONIC MEDIA RELATED**

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Spending time on the internet for personal use irrespective of purpose	Final written warning	Dismissal (After a disciplinary hearing has been conducted)		
Viewing pornographic material on computers / cell phones/ tablets during working hours	Final written warning	Dismissal (After a disciplinary hearing has been conducted)		
Viewing child pornography of any nature in any format on any instrument	Dismissal (After a disciplinary hearing has been conducted) 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	Verbal warning	written warning	Final written	Dismissal (After a

during working hours			warning	disciplinary hearing has been conducted)
Unauthorised private use of company phones/faxes/email facilities/ internet/cellular phones	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 abusive or objectionable language in either public or private communication.	Dismissal (After a disciplinary hearing has been conducted			
Misrepresentation of oneself or inappropriate representation of the company				
Unauthorised copying/pirating/purchase/possession or distribution of copies/pirated software or publications	Dismissal (After a disciplinary hearing has been conducted			
Gambling or conducting illegal Games of chance	Final written warning	Dismissal (After a disciplinary hearing has been conducted		

**DANGEROUS WEAPONS**

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Unauthorised possession of a Firearm	Dismissal (After a disciplinary hearing has been conducted			
Unauthorised discharge of a Firearm	Dismissal (After a disciplinary hearing has been conducted)			



Leaving firearm unattended	Dismissal (After a disciplinary hearing has been conducted			
Threatening someone with a firearm	Dismissal (After a disciplinary hearing has been conducted			
Threatening someone with any other form of weapon	Dismissal (After a disciplinary hearing has been conducted			

## **SCHEDULE 13**

### **SARU DISCIPLINARY CODE AND PROCEDURE**

#### **1. INTRODUCTION**

- 1.1. Disciplinary action must be substantively and procedurally fair. Dismissal without a valid fair reason and not in compliance with a fair procedure is explicitly defined as an unfair labour practice in the Labour Relations Act of 1995.
- 1.2. Procedural fairness is generally taken care of by the disciplinary procedure while the substantive aspects, i.e., the specific behaviour of players (who are the employees – which terms will be used interchangeably in this Schedule), are regulated by the disciplinary code and SARU Code of Conduct.
- 1.3. The majority of disciplinary codes establish a list of offences. These are usually divided into minor/moderate offences such as lateness, horseplay, unauthorised absence, and serious offences such as theft, falsifying company records, malicious damage to property etc. A grid system of penalties is then linked to offences.
- 1.4. Unilateral suspension of an employee would, however, constitute an unfair labour practice. Some serious offences may evoke a first penalty of a final written warning. Summary dismissal may be justified in cases such as gross negligence, dishonesty, refusal to work, extended absence without permission, intoxication, assault and insubordination.
- 1.5. The list of offences indicated below is not necessarily exhaustive and the penalties quoted must be regarded only as guidelines.
- 1.6. Each case should ultimately be assessed on its own merits at the hand of justice and fairness and bearing in mind that there must be consistency and even-handedness in the implementation of this procedure and code.

## 2. SANCTIONS FOR INDIVIDUAL MISCONDUCTS

2.1. The recommended disciplinary action as described hereunder, is the harshest action that may be taken against an offending player and SARU's management should exercise discretion where necessary to ensure that an appropriate sanction is imposed. The sanction imposed will depend on the seriousness of the offence with particular reference to the project affected.

2.2. In addition to the gravity of the misconduct, the following factors will be considered:

2.2.1. Employee circumstances (including length of service, previous disciplinary record and personal circumstances); and

2.2.2. The nature of the job and the circumstances of the infringement itself.

2.3. Unrelated offences will not be cumulative, any other offences may result in dismissal. Except in the cases of individual misconduct, which would constitute ground for dismissal, sanctions will generally be applied in the following sequence:

	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	

2.4. All corrective counselling and written warnings will be recorded in the Player's personal file and will be removed on date of expiry. However, a non-punitive record will be kept for administrative and reference purposes.

### **3. CORRECTIVE COUNSELLING**

In the case of misconduct, which is not sufficiently serious to merit a more serious sanction, the Player's immediate superior must, where appropriate, counsel the Player, i.e., advise the Player and recommend a course of action in order to correct unacceptable behaviour. SARU must keep a record and should advise the Player of the consequences, should any misconduct re-occur.

### **4. VERBAL WARNING**

If, after counselling, the Player persists in certain unacceptable behaviour or if any conduct is regarded as sufficiently serious, the Player's next level of management must issue a verbal warning, provided the misconduct does not warrant more serious action.

### **5. WRITTEN WARNING**

5.1. If, after a verbal warning, the Player persists in certain unacceptable behaviour or if any conduct is regarded as sufficiently serious, the Player's immediate manager must issue a written warning, provided the misconduct does not warrant more serious action.

5.2. The Player's manager will issue a written warning after a discussion at which the unacceptable behaviour has been pointed out to the Player and the reason why it is unacceptable, and an opportunity to respond has been given to the Player. The Player will be required to acknowledge receipt of the letter of warning and should he refuse to sign, then the signature of a witness to confirm that the warning letter was handed to the Player, should be obtained where reasonably possible.

### **6. FINAL WARNING**

6.1. A final written warning will be issued to a Player when there has been a further act of related misconduct while the Player has a valid written warning on record or in the case of any other misconduct which is individually, or cumulatively,

regarded as sufficiently serious. The Player will be required to acknowledge receipt of the letter of warning and should he refuse to sign, then the signature of a witness to confirm that the warning letter was handed to the Player, should be obtained where reasonably possible.

- 6.2. Any further act of individual misconduct of a similar nature on the part of the Player during the validity period of the final written warning will place the ongoing employment of the Player in jeopardy. If a Player receives two final written warnings for unrelated offences, any next offence may warrant dismissal.

## **7. DISMISSAL**

- 7.1. Dismissal is an appropriate sanction in the event of a Player being found guilty of a serious act of misconduct or in the event of the Player committing a further similar act of individual misconduct while a final warning is valid.
- 7.2. In the event of the possibility of dismissal, a disciplinary enquiry must be conducted as soon as reasonably possible.
- 7.3. In all cases, a disciplinary hearing must be held prior to a decision to dismiss.

<b>Sanction</b>	<b>Given by ...</b>
Counselling	Team Manager
Verbal Warning	Manager
1 <sup>st</sup> Written Warning	Manager
2 <sup>nd</sup> Written Warning	Manager
3 <sup>rd</sup> Written Warning	General Manager/CEO
Final Written Warning	General Manager /CEO
Dismissal	CEO

## **8. MISCONDUCT NOTICE**

8.1. In the event of misconduct by a Player, which would appear sufficiently serious to warrant a sanction more serious than a final written warning, the Player will be issued with a misconduct notice detailing:

8.1.1. The alleged misconduct and, if requested, all relevant information that will be utilised;

8.1.2. The time, date and venue for a disciplinary enquiry; and

8.1.3. The right to representation.

## **9. DISCIPLINARY INQUIRY RULE**

9.1 An inquiry must be held as soon as possible and within a reasonable time (at least 48 working hours) of management gaining knowledge of the alleged misconduct and having had sufficient time to properly investigate the matter.

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

## **10. FAILURE TO ATTEND AN INQUIRY**

A Player who fails to attend the Inquiry after being notified in writing of the time and date thereof may, unless the reason for their non-attendance is reasonable, be disciplined in their absence.

## **11. DISMISSAL: FORFEITURE OF NOTICE**

Immediate termination without 1 (one) months' notice or contractual notice period is permitted when the Player is guilty of a summary dismissal offence as detailed in the disciplinary code.

**DISCIPLINARY CODE - GUIDELINES**

<b>TIME-KEEPING OFFENCES &amp; OTHER</b>				
Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Abuse of sick leave	Final written warning	Dismissal (After a disciplinary hearing has been conducted)		
Arriving late for work at beginning of day or after meal intervals	Verbal warning	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)
Leaving early at the end of the day or before meal interval	Verbal warning	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)
Sleeping on duty	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	
Unexplained absence from work for less than 5 days	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	
Unexplained absence from work for 5 days or more	Dismissal (After a disciplinary hearing has been conducted)			

Failure to produce a medical certificate after being requested to do so after taking sick leave	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	
Unwarranted absence from workplace without good reason	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	
Consistently bad time keeping or habitually late for work.	Verbal warning	First written warning	Second written warning	Final written warning final, dismissal

**ATTITUDE**

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Conduct which can lead to inharmonious relationships within the workplace.	First written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	
Conducting yourself in a rude, abusive, provocative, intimidatory and/or aggressive manner	Dismissal (After a disciplinary hearing has been conducted)			
Refusal/failure to carry out lawful and reasonable instructions	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)

**PERFORMANCE (MISCONDUCT)**

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Poor quality of work or failing to maintain required output levels. Prior to taking any form of disciplinary action,	First written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	

performance management is required. This must be fully documented and signed off by both <i>Parties</i>				
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 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Wastage of materials	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	
Negligent failure to comply with safety rules	Final written Warning	Dismissal (After a disciplinary hearing has been conducted)		
Obstinate and intentional failure to comply with safety rules	Final written Warning	Dismissal (After a disciplinary hearing has been conducted)		
Failure to wear prescribed uniform	written warning	Final written warning	Dismissal (After a disciplinary hearing has been conducted)	

			hearing has been conducted)	
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**DISHONESTY**

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Theft, bribery, fraud, dishonesty, forgery or defalcation of any nature, as well as the unauthorised removal of any material/data from the Province, 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 WR	Dismissal (After a disciplinary hearing has been conducted)			
Gross dishonesty	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Altering or falsifying any	Dismissal (After a			

Certificates or documents. (e.g. medical certificates, education	disciplinary hearing has been conducted)			
Unauthorised possession of employer property, client property or property of co-workers	Dismissal (After a disciplinary hearing has been conducted)		-	-
Unauthorised disclosure of Information	Dismissal (After a disciplinary hearing has been conducted)		-	-

**OTHER SERIOUS OFFENCES**

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Theft	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Intimidation in any form	Dismissal (After a disciplinary hearing has been conducted)	-	-	-
Assault and/or attempted assault or threat of assault (verbal or physical)	Dismissal (After a disciplinary hearing has been conducted)	-	-	-

ii)	Dismissal (After a disciplinary hearing has been conducted)			
Inciting workers to partake in any form of illegal industrial action	Dismissal (After a disciplinary hearing has been conducted)			
Bringing the <i>Province's</i> name or the name of any <i>Sponsor of the Game</i> into disrepute	Dismissal (After a disciplinary hearing has been conducted)			
Negligent or Intentional damage to a <i>Province's</i> suppliers or employer property	Final written warning	Dismissal (After a disciplinary hearing has been conducted)		

## INTOXICATION

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Being under the influence of mind-altering substances while on duty	Final written warning	Dismissal (After a disciplinary hearing has been conducted)		
Unauthorised possession of drugs and/or alcohol on duty	Final written warning	Dismissal (After a disciplinary hearing has been conducted)		
Using alcohol or *drugs on duty	Dismissal (After a disciplinary			

(*without valid prescription) (prohibited performance enhancing substances are dealt with separately above)	hearing has been conducted)			
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**COMPUTER / CELL PHONE AND ELECTRONIC MEDIA RELATED**

Offence (description)	1 <sup>st</sup> offence	2 <sup>nd</sup> offence	3 <sup>rd</sup> offence	4 <sup>th</sup> offence
Spending time on the internet for personal use irrespective of purpose	Final written warning	Dismissal (After a disciplinary hearing has been conducted)		
Viewing pornographic material on computers / cell phones/ tablets during working hours	Final written warning	Dismissal (After a disciplinary hearing has been conducted)		
Viewing child pornography of any nature in any format on any instrument	Dismissal (After a disciplinary hearing has been conducted) 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	Verbal warning	written warning	Final written	Dismissal (After a

during working hours			warning	disciplinary hearing has been conducted)
Unauthorised private use of company phones/faxes/email facilities/ internet/cellular phones	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 abusive or objectionable language in either public or private communication.	Dismissal (After a disciplinary hearing has been conducted			
Misrepresentation of oneself or inappropriate representation of the company				
Unauthorised copying/pirating/purchase/possession or distribution of copies/pirated software or publications	Dismissal (After a disciplinary hearing has been conducted			
Gambling or conducting illegal Games of chance	Final written warning	Dismissal (After a disciplinary hearing has been conducted		



## **SCHEDULE 14**

### **GRIEVANCE PROCEDURE**

The Grievance Procedure is a different procedure than the procedure provided for in the Constitution and Regulations of a Province. The Grievance Procedure is there to facilitate the expeditious handling and resolving of grievances experienced between the Player and a Province. A Player with a Tripartite Contract will during his Period of Secondment to the Province use this Grievance Procedure.

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#### **WHAT IS A GRIEVANCE?**

A grievance is any form of dissatisfaction or feeling of injustice which the Player may have, and which warrants being brought to the attention of the Province.

#### **WHY IS A GRIEVANCE PROCEDURE NECESSARY?**

1. To assist with conflict management and to promote employment relations.
2. To provide a mechanism for the Player to communicate grievances to the Province.
3. To ensure grievances are settled as speedily as practicable, and at the lowest possible management level.
4. To prevent grievances from escalating.

#### **WHO MAY INVOKE THE GRIEVANCE PROCEDURE?**

Any Player who has a grievance is entitled to bring this to the attention of the Province, depending to whom the grievance relates to. A group of Players are also entitled to bring a grievance to the attention of the Province, provided that they elect a spokesperson to act on their behalf.

## **WHAT ARE A PLAYER'S RIGHTS WHEN USING THE GRIEVANCE PROCEDURE?**

1. The right to representation by a fellow Player or SARPA representative/paid official.
2. The right not to be prejudiced or victimised as a result of raising a grievance.
3. The right to refer a grievance to the next stage of the Grievance Procedure where a level of management has been unable to resolve the grievance.

## **HOW DOES THE PROCEDURE WORK?**

The Grievance Procedure consists of various stages, with the object of resolving the grievance as quickly and at the earliest stage, possible.

### **STAGE 1:**

The Player who wishes to raise a grievance must do so verbally with the Team Manager. If the grievance involves the Team Manager, it should be lodged directly with the CEO of the Province.

The grievance must be lodged by the Player as soon as possible after the occurrence which gave rise to it. If the Team Manager is unable to resolve the grievance within 2 (two) working days, the Player(s) may proceed to stage 2.

### **STAGE 2:**

In this stage the grievance shall be recorded in writing on the standard grievance form as set out in Schedule VI and lodged with the Team Manager. If the grievance involves the Team Manager, it should be lodged directly with the CEO of the Province.

If the Team Manager concerned (or the CEO if the grievance involves the Team Manager) is unable to resolve the grievance within 3 (three) working days of the grievance being submitted, the Player may proceed to stage 3.

### **STAGE 3:**

Where a grievance is not resolved in stage 2, the Player should within 2 (two) days lodge a copy of the grievance form stating the reasons for failure to resolve the grievance as well as the solution sought in resolving the grievance, to the CEO of the Province.

The CEO must, within 2 (two) working days of receipt of the grievance form, convene a meeting with the Parties concerned, at which an attempt shall be made to resolve the grievance.

Should the grievance be resolved, the solution must be recorded in writing and signed by both Parties involved.

If the grievance remains unsolved, the Player may declare a dispute and refer the dispute to final and binding

Arbitration by an independent Arbitrator as contemplated in Clause 64 of the Agreement, without derogation of the Player's right to terminate this Agreement summarily upon the non-resolution of the dispute through the grievance procedure, as provided for in Clause 64 above. Such cancellation may then form the subject of a dispute for purposes of Clause 64 of this Agreement.

Pending the resolution of the dispute through arbitration, the Province must continue making payment of the Player's Remuneration in the event that it refuses to issue the Clearance in respect of the Player. In the event that the dispute is arbitrated in favour of the Province, any such payment made to the Player in terms hereof will become repayable to the Province immediately upon the issuance of the Arbitration award and the payment thereof may be incorporated into the arbitration award.

## SCHEDULE 15

### GRIEVANCE FORM

STAGE 2 (written grievance submitted to Team Manager)

Name \_\_\_\_\_ of \_\_\_\_\_ Player:

Nature of Grievance:

\_\_\_\_\_

Settlement desired:

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Player)

\_\_\_\_\_  
(Date)

OUTCOME OF GRIEVANCE:

If resolved, both the Player and Team Manager to confirm by signing hereunder:

\_\_\_\_\_  
(Signature: Team Manager)

\_\_\_\_\_  
(Signature: Player)

\_\_\_\_\_  
(Date)

If written grievance is not resolved, give brief details why grievance was not resolved.

\_\_\_\_\_  
(Signature of Team Manager)

\_\_\_\_\_  
(Signature of Player)

\_\_\_\_\_  
(Date)

STAGE 3 (Written grievance submitted to CEO)

Date received by CEO: \_\_\_\_\_

If resolved, both the Player and CEO to confirm by signing hereunder:

\_\_\_\_\_  
(Signature: CEO)

\_\_\_\_\_  
(Signature of Player)

\_\_\_\_\_  
(Date)

## **SCHEDULE 16**

### **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 –
  - 4.3.1 grant the Player a further period of time (which must be reasonable in the circumstances) within which to meet the required standards; or
  - 4.3.2 If appropriate, having regard to all the circumstances and, in particular, the degree of improvement the Player has shown, convene a performance hearing, as envisaged in Clause 5 of this Schedule.

## **5. PERFORMANCE HEARING**

- 5.1 A Province may convene a performance hearing at least 72 (seventy-two) hours' written notice to the Player. The hearing shall be convened by written Notice to the Player, in which the Player is advised of the purpose of the Hearing and invited to show cause why his Player Contract should not be terminated on grounds of poor performance.
- 5.2 A Province will conduct the hearing in the presence of the Player and his representative. The Player's representative may include a SARPA official or office-bearer, the Player's registered agent or manager, or a fellow Player.
- 5.3 The Player and/or his representative will have the opportunity to show cause why it would be inappropriate to terminate his Player Contract on grounds of poor performance.
- 5.4 After considering the Player's submissions, the chairperson of the hearing will make his or her decision and give brief reasons for the decision. In giving his or her decisions, the chairperson will respond briefly to the representations made by the Player and/or his representative.

5.5 A Province may only terminate a Player's Player Contract on grounds of the Player's poor performance where –

5.5.1 the Province has provided the Player with the opportunity to meet the required performance standard, as contemplated in this Schedule;

5.5.2 The Province has given whatever assistance it reasonably can be expected to give to the Player to enable the Player to meet the required standard;

5.5.3 The Player has, despite being given such an opportunity and assistance, failed to meet the required standard; and

5.5.4 No reasonable alternatives to termination of the Player's Player Contract exist.



## SCHEDULE 17

### GUIDELINE TO SARPA'S ORGANISATIONAL RIGHTS

The Collective Agreement embodying this Code grants SARPA rights of access,<sup>8</sup> time-off for SARPA office bearers to attend SARPA meetings and stop order facilities for membership dues. These rights derive from the Labour Relations Act 66 of 1995 ('the Act').

The Act also gives representative trade unions further organisational rights: the right to elect trade union representatives (shop stewards) and the right to information.

The purpose of this Code is to provide guidance on the exercise of these rights.

What rights and privileges are SARPA entitled to?

1. Union access to a workplace for purposes of recruiting and/or meeting with union Members / Players.
2. Deduction by a Province of union membership subscriptions from Players' salaries and paying these over to SARPA. The amount of the deduction is up to the SARPA to determine.

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<sup>8</sup> The Labour Relations Act, 66 of 1995 provides as follows in respect of the right of access:

1. Any office-bearer or official of a representative trade union is entitled to enter the employer's premises in order to recruit members or communicate with members, or otherwise serve members' interests.
2. A representative trade union is entitled to hold meetings with employees outside their working hours at the employer's premises.
3. The members of a representative trade union are entitled to vote at the employer's premises in any election or ballot contemplated in that trade union's constitution.
4. The rights conferred by this section are subject to any conditions as to time and place that are reasonable and necessary to safeguard life or property or to prevent the undue disruption of work.

3. Election of SARPA representatives (shop stewards).
4. Special leave for SARPA activities, during normal working hours i.e., when Players who have been elected as office bearers want time off from their normal Duties for union purposes the law does not stipulate the amount of leave to be given, only that such demands must be reasonable. Most employers grant between 2 (two) and 10 (ten) days per year.
5. Attend union conferences, meetings and training course.
6. Attend grievance and disciplinary hearings to represent the accused Player.
7. Check whether the Province is keeping to the law in their treatment of Players.
8. Disclosure of information - SARPA can call for any information necessary to enable it to represent Players at disciplinary or grievance hearings, or to evaluate the treatment of Players. Note: there are various exclusions/exceptions laid down by the Act where the employer may not divulge certain information, including confidential, legally privileged information, etc.
9. No short notice regarding the movement or rescheduling of practice sessions while there is a SARPA meeting scheduled.
10. A minimum of 1 hour allowed for SARPA meetings with the Players.
11. Team management is not allowed to attend the SARPA meetings other than by invitation from SARPA.