

STANDARD PLAYER CONTRACT

Between

(`the Province`)

and

(`the Player`)

Employment by the Province

1. The Province hereby employs the Player to render services as a rugby player for the period [insert commencement date] to [insert termination date], and the Player hereby agrees to render such services.
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 3 hereof, he does not have any expectation of renewal of this contract, or of permanent employment beyond the termination date of this contract.
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.

Remuneration

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

Collective Agreement

5. The remaining terms and conditions of employment applicable to the Player are as set out in the Collective Agreement in force between the South African Rugby Employers' Organisation ('SAREO') and the South African Rugby Players' Association ('SARPA') (hereinafter 'the Collective Agreement'). The Player hereby agrees to be bound by the terms of such Collective Agreement in so far as they relate to him.

6. The Collective Agreement may be binding on the Player by virtue of s23 (1) of the Labour Relations Act 66 of 1995 ('the LRA'). In the event that the Collective Agreement is, for any reason, not binding on the Player by virtue of s23 (1) of the LRA, then the Player and the Province agree, by signing this Agreement, that all of the provisions of the Collective Agreement shall, in any event, and insofar as such provisions may be applicable, be binding on the Player and the Province, 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.

Players' Collective Commercial Rights

7. The Player's attention is specifically drawn to clause 33 of the Collective Agreement which provides as follows:
 - 7.1 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 have 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.

 - 7.2 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 ceases to hold such right or fails to obtain such right,

have the right to use the Collective Commercial Rights of the Player by virtue of this Agreement at no cost.

7.3 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.

8. The Player declares that to the best of his knowledge and belief and saves as disclosed in Annexure `B`—

8.1. he is free of any illness or injury that could affect his performance under this agreement;

8.2. he is not involved in any employment, business or studies at an educational institution;

8.3. 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.

9. The Player hereby acknowledges and accepts that he shall, for the duration of his employment by the Province, be bound by the constitution, bye-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:	

STATUTARY DETAILS:

Income Tax number:	
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PAYMENT DETAILS:

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

CONTRACTUAL DETAILS:

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

CLEAR COPY OF ID DOCUMENT PROVIDED:

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

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

You shall be paid a monthly remuneration of : R.....
(Before deductions)

2. RECORDAL

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 kilometers travelled per annum.
- 2.1.3. The Province shall not be liable in any manner whatsoever should you be compelled to pay in any income tax as a result of his failure to keep such accurate records as required by law or where insufficient tax was deducted at your request.
- 2.1.4. The match fees, win and incentive payments are to be reflected separately on your pay slip and IRP 5.
- 2.1.5. The Province will pay the monthly remuneration no later than the last day of the calendar month for which it is due and any payments made on your behalf to service providers will be made no later than the 5th of the month following the month in which the deduction was made.
- 2.1.6. The Province shall be entitled to deduct from your remuneration, with your prior obtained written consent as required in section 34(1) (a) and (b) and 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's, 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 ATTRIBUTES¹

- 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:

¹ 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 ;