

PLAYER STATUS, PLAYER CONTRACTS AND PLAYER MOVEMENT REGULATIONS

1. DEFINITIONS

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

“Agent”- has the meaning given to it in clause 1.4 of the Players’ Agents Regulations;

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

“Clearance” - means the written consent as fully detailed in Schedule II attached hereto, authorising a Player to participate in any rugby activity in a New Province and/or New Club at the request of such New Province and/or New Club and signed by:-

- (i) the CEO or his nominee of the Player’s Current Province and/or Current Club, as the case may be; and
- (ii) the CEO or his nominee of the New Province and/or New Club, as the case may be;

“Club” - means a body or organisation as defined in clause 1.2.8 of the Constitution of SARU;

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

“Contract Player” – means a Player who has concluded a written Player Contract i with a Province and/or Club and receives a material benefit from such Province and/or Club;

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

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

“Game” - means rugby played in accordance with the Laws of the Game of World Rugby;

“Material benefit” - means money, consideration, gifts or other benefits whatsoever promised or given to a Player or any other individual, body corporate, partnership (or any other body or entity whether incorporated or not) in respect of such Player’s participation in the Game, but shall not include bona fide reimbursement of expenses incurred for reasonable travel,

accommodation, subsistence or other expenses incurred solely and directly in relation to the Game;

“Misconduct” - means any conduct, behaviour or practices on or off the playing enclosure as defined in IRB Regulation 17 and 20 and the Codes of Conduct of SARU, SANZAAR and Pro14;

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

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

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

“Player” - means a player aged 18 years and older and Registered with a Club and/or Province, or for the purposes of these Regulations, the Club and/or Province where the player was last Registered;

“Province” - means a union as defined in Clause 1.2.39 of the Constitution of SARU;

“Registered” - means registered with a Club in a Province;

“Rugby Body” - means a club as defined in clause 1.2.8 of the Constitution of SARU, a Province, a rugby body as defined in clause 1.2.28 of the Constitution of SARU; or a Province or a corporate or incorporate association of provinces participating in the SANZAAR Super Rugby Competitions, Pro14 and international professional rugby competitions;

“SAREO” - means the South African Rugby Employers Organisation;

“SARPA” - means the South African Rugby Players Association;

“SARU” - means the South African Rugby Union;

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

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

2. INTRODUCTION

- 2.1 The Game is open to all and for the majority of Players participating in the Game, it will remain a non-vocational leisure activity; however, Players may receive a Material Benefit
- 2.2 SARU, Provinces, Rugby Bodies, Clubs, Persons, Agents and other persons/entities referred to in these Regulations shall be subject to and adhere to the Bye Laws and Regulations Relating to the Game of World Rugby, the Constitution and Regulations of SARU Regulations of SANZAAR, Pro14 and other international professional competitions.
- 2.3 Words denoting any one gender shall include the other gender.

3. STATUS OF PLAYERS AND CONTRACTS FOR MATERIAL BENEFIT

- 3.1 A Player may receive a Material Benefit from a Province and/or Club.
- 3.2 A Province may regulate the terms and conditions of the Material Benefit awarded by its Clubs to a Player(s), including the amount, if any, of Material Benefit payable to such Player(s).
- 3.3 A Player covered under the Collective Agreement has to have a Standard Player Contract with a Province, provided that such Province is a member of SAREO.
- 3.4 Any Player receiving Material Benefit from a Club should have in place a written contract with such Club.
- 3.5 Only a Player who is currently Registered shall be able to participate in competitions organised, recognised or sanctioned by that Province and/or SARU.
- 3.6 A Player may not be Registered simultaneously with more than one Club or within more than one Province.
- 3.7 No Club or Province shall enter into a written agreement with any Player unless the Player has reached the age of 18 years.

4. MOVEMENT OF PLAYERS BETWEEN CLUBS AND PROVINCES

- 4.1 A Player leaving or proposing to leave a Current Province to play in a New Province has to complete and sign an Application to be Transferred as fully detailed in Schedule I attached hereto.
- 4.2 A Player leaving or proposing to leave a Current Province to play in a New Province shall not be registered or eligible to participate in any competition or rugby activity in the New Province until the Clearance Certificate has been signed by the CEO of the Current Province, or his nominee.

- 4.3 A copy of a Clearance Certificate must be sent to the CEO of the New Province and a further copy must remain in the possession of the Current Province and a copy thereof shall be sent to SARU on demand.
- 4.4 The CEO of the Current Province shall not refuse to issue a Clearance Certificate if that Player, on receipt of the Application by the Player remains suspended for a period of 5 (five) weeks or less on disciplinary grounds due to Misconduct in accordance with Regulation 17 of World Rugby or Foul Play in accordance with Law 9 and/or breach or breaches of Law 3.11(c), Law 4.5(c) and Law 6.A.5 of the Laws of the Game of World Rugby.
- 4.5 The CEO of the Current Province shall be entitled to refuse to give consent to the issue of a Clearance if the Player concerned has not fulfilled any of the obligations under the terms of his contract with the Current Province, inter alia an obligation to play for the Current Club or Current Province until a date after the intended date of transfer.
- 4.6 Save in the circumstances set out in Regulations 4.4 and 4.5 above, the CEO of the Current Province shall not be entitled to refuse to give its consent to the issue of a Clearance Certificate.
- 4.7 Disputes relating to the issue of a Clearance Certificate shall be referred by a Player or a Province, to the CEO who shall initiate an enquiry into the matter and/or have it adjudicated in accordance with the provisions of the Disciplinary and Judicial Matters Regulations, preferably within 3 (three) days.
- 4.8 Any Transfer fees payable to the Current Club or Province for the movement of a Contract Player shall be agreed between the intended New Club or New Province and the New Club or New Province.
- 4.9 A Player shall not be Registered or eligible to participate in competitions or matches, including practices, organised, recognised or sanctioned by the New Province until the agreed Transfer fee is paid in full to the Current Club or Current Province unless the parties agree otherwise.

7 LOAN OF PLAYERS

- 7.1 Should a Province wish to acquire the services of a Player Registered within another Province on loan, it shall request the Current Province in writing and negotiate such a loan with the written approval of the Player concerned, subject to such terms and conditions as may be agreed upon (Schedule IV).
- 7.2 The Current Province shall respond in writing within fourteen (14) days from receipt of such request.
- 7.3 The Player on loan to a Province remains Registered with a Club within his Current Province and need not register with a Club in the Province he is loaned to.
- 7.4 Provinces shall maintain a record of all Players on loan and shall provide copies thereof to SARU on demand.

- 7.5 Players may not be loaned between Clubs in different Provinces.
- 7.6 Players who were in the 22 man squad of any provincial team in a particular season may not be loaned to a Club in another Province unless both Provinces involved consent thereto in writing (Schedule IV).
- 7.7 Players may only participate in the competition(s) specified on the Loan Agreement (Schedule IV).

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

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

10 COMPLIANCE WITH REGULATIONS

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

11 PROCEDURE IN RESPECT OF BREACH

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

12 COMPLAINTS OF BREACH

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

13 PENALTIES AND SANCTIONS

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

SCHEDULE I



APPLICATION FOR CLEARANCE to SARU PLAYER STATUS, PLAYER CONTRACTS AND PLAYER MOVEMENT REGULATIONS TO PLAY IN ANOTHER PROVINCE

1. NAME: _____
2. CURRENT PROVINCE/RUGBY BODY: _____
3. CURRENT CLUB: _____
4. NEW CLUB: _____
5. NEW PROVINCE/RUGBY BODY: _____
6. If a Contract Player, the date on which the written agreement with the Current Province/Club came/will come to an end: _____
7. Proposed date of departure from Current Province: _____
8. The date of my last match as contract Player with my current Club/Province/Rugby Body/Union was: _____
9. I am currently **under suspension/ not under suspension** (delete what is not applicable) on disciplinary grounds from participating in a Rugby Union match for a period exceeding five (5) weeks.

I,

(Applicant's full names)

Home address: _____

Contact number: _____

declare that the above information is correct.

Applicant's signature

Date

SCHEDULE II

CLEARANCE CERTIFICATE

DECLARATION ON BEHALF OF CURRENT PROVINCE

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

_____ and confirm

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

.....

to play for

.....

from (date)

.....

to (date).....

FOR: (PROVINCE)

SIGNED:

NAME:

CAPACITY

DATE:

DECLARATION ON BEHALF OF NEW PROVINCE

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

FOR: (PROVINCE)

SIGNED:

NAME:

CAPACITY:

DATE:

SCHEDULE IV



PLAYER LOAN AGREEMENT

1. Player name:
2. Current Province:
3. Current Club
4. Province loaned to:
5. Highest level played within Current Province:
6. Loan to participate in the following competition(s):
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.....
7. Date available for Loan Province:
8. Date of return to Current Province:
9. A Player shall be subject to the rules and regulations of eligibility for competitions applicable to the Province in which he is playing at the time.
10. A copy of the loan agreement shall be kept on file by the Current Province and Loan Province and a copy shall be sent to SARU on request.
11. SPECIAL CONDITIONS
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CEO: Current Province
Date:
Place:

CEO: Loan Province
Date:
Place:

Player
Date:.....
Place: