



# **NATIONAL SOCCER LEAGUE**

## **RULES**

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## NATIONAL SOCCER LEAGUE RULES

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## DEFINITIONS

In these rules the following terms will have the meanings assigned to them unless inconsistent with or otherwise indicated by the context:

- 1.1 “the Board of Governors” is a body comprising the chairpersons of clubs or their duly authorised representatives provided such representatives are listed on their clubs’ annual renewal of membership forms.
- 1.2 “CAF” refers to “Confederation Africaine De Football”
- 1.3 “CEO” is the Chief Executive Officer of the League.
- 1.4 “clearance certificate” means a document issued by a club to a player currently registered with the club indicating that he has been released to register with the League.
- 1.5 “club” is an association of persons established for the purpose of playing the game of football and is a legal entity separate from its owners, officials and employees and is registered with the League.
- 1.6 “the constitution” is the constitution of the National Soccer League.
- 1.7 “contract” means an agreement recorded in writing and signed by or on behalf of the parties thereto and any agreement which is not reduced to writing and signed as aforesaid, will have neither force nor effect in these rules.
- 1.8 “contracted player” is a professional player who has entered into a written contract of employment with a club.

- 1.9 A “cup-tied” player is a player who is ineligible to play for a club in a knockout competition because he has already played for another club in the same competition in the same season.
- 1.10 “day” means any day other than Saturday, Sunday or a public holiday.
- 1.11 “defaulter” is a player who is unregistered, suspended or banned, or whose registration was fraudulent or improper.
- 1.12 “Disciplinary Committee” is the tribunal established in terms of the constitution.
- 1.13 “dispute” includes an alleged dispute.
- 1.14 “Dispute Resolution Chamber” will mean a tribunal established in terms of the constitution and rules.
- 1.15 “effluxion of time” can be described as “time running out”.
- 1.16 “Executive Committee” is the Executive Committee of the National Soccer League as defined in the constitution.
- 1.17 “FIFA” refers to “Federation Internationale De Football Association”.
- 1.18 “First Division” is the division of the League immediately below the Premier Division whether it is played in streams or as a single division.
- 1.19 “fixture” means the date, time and venue where a match scheduled by the League is to be played.
- 1.20 Any reference to a gender includes the other gender.
- 1.21 “ground” is the venue for the match that includes the turnstiles, stands and spectator seating, change rooms, the pitch and generally everything making up the overall property.

- 1.22 “Laws of the Game” refers to the Laws of the Game as implemented from time to time by the International Football Association Board and FIFA.
- 1.23 “the League” is the National Soccer League.
- 1.24 “league official” means any person engaged by the League to perform any duties on its behalf.
- 1.25 “legal guardian” is a person appointed by a court of law to take custody and manage the affairs of a person under the age of eighteen (18).
- 1.26 “original transfer” is a registration pursuant to which a player signs his first contract of employment as a professional player.
- 1.27 “out of contract player” is a player whose contract of employment with a club has expired or been validly terminated.
- 1.28 “perimeter demarcation” is the demarcation that may be a fence, moat or any other designated boundary that separates the spectators from the pitch.
- 1.29 “pitch” is the area on the field enclosed by the touchlines and the goal lines including the technical area.
- 1.30 “player” is a football player registered with the League by a club.
- 1.31 “Premier Division” is the top division of the League.
- 1.32 “released player” is a player who has been released from his contract of employment with his club by mutual consent, the Dispute Resolution Chamber or a Court of Law.
- 1.33 “SAFA” means the South African Football Association.

- 1.34 "season" is the period between 1 August in any year and 30 June of the following year (inclusive), provided that:
- 1.34.1 the Executive Committee may, in exceptional circumstances when in its judgment it is necessary to do so to complete a season's matches, on such written notice to all clubs as in its judgment is possible, cause the season to be extended solely for the purpose of such completion;
- 1.34.2 the Executive Committee may not cause the season to extend beyond 31 July;
- 1.34.3 in the event that the Executive Committee requires the season to be extended to enable any First Division Winners Play-Off and/or any Promotion Play-Off matches to be played, then the season shall be extended in accordance with 1.34.1 and 1.34.2 above but only in respect of those clubs participating in the First Division Winners Play-Off and the Promotion Play-Off matches and only to the extent such clubs remain involved in such matches.
- 1.35 singular will mean plural and vice versa.
- 1.36 "soccer " and "football" will be used inter-changeably and will refer to the sport of Association Football as defined by FIFA.
- 1.37 "sponsor of the League" is an official sponsor of the League as designated by the Executive Committee.
- 1.38 "subsequent transfer" means the transfer of a player from a club by whom he was employed as a professional player.
- 1.39 "team" is the listed squad of players, including the named substitutes and technical staff of a club for a particular match
- 1.40 "technical area" means the area of the pitch defined as the technical area in the Laws of the Game.

1.41 “transfer fee” is the sum of money payable by a club to another club upon the transfer of the registration of a contracted player.

## **CHAPTER ONE: GENERAL AND TECHNICAL RULES**

### **1 COMPOSITION**

- 1.1 All affiliated clubs (including their officials, servants, full or part-time employees or duly authorised representatives) together with all players registered with the National Soccer League will be bound by the rules contained hereunder.
- 1.2 The National Soccer League is currently made up of the “Premier Division” and the “First Division”.

### **2 TROPHIES AND AWARDS**

- 2.1 The winner of the Premier League will be awarded the Premier League Trophy. The trophy will be retained by the club and returned to the League office, in the same condition it was presented, by no later than 28 February of the year following the year in which it is presented. The club will also be presented with a miniature trophy which it will retain permanently.
- 2.2 The winning club of the Premier League will be awarded thirty five (35) gold medals and the runners-up will receive thirty five (35) silver medals.
- 2.3 In the First Division trophies and medals may be awarded in accordance with any sponsorship agreements specifically relating to the First Division.
- 2.4 In the other competitions of the League the regulations for the competitions will specify the award of trophies and medals.

### **3 LEAGUE STRUCTURE, PROMOTION AND RELEGATION**

#### **3.1 Premier Division**

3.1.1 The Premier Division will consist of sixteen (16) clubs.

3.1.2 The club finishing in the bottom position of the Premier Division will be relegated to the First Division. The club finishing in the fifteenth position of the Premier Division will take part in a playoff in terms of rule 3.2.5 to determine whether or not that club will be relegated to the First Division. The rules for the playoff will be promulgated in the form of competition rules.

#### **3.2 First Division**

3.2.1 For the 2010-2011 season:

3.2.1.1 The First Division will be played in two (2) streams, namely inland and coastal. The division of the teams into streams will be at the discretion of the Executive Committee.

3.2.1.2 The club winning the First Division, which will be determined in a play-off between the winners of the inland and coastal streams, will be promoted to the Premier Division.

3.2.1.3 The following clubs will go into a play-off:

3.2.1.3.1 The team finishing in position fifteen (15) of the Premier Division;

3.2.1.3.2 The club which loses the First Division play-off between the winners of the two (2) streams;

3.2.1.3.3 The club finishing in the second position of the inland stream;

- 3.2.1.3.4 The club finishing in the second position of the coastal stream;
- The winner of this playoff will participate in the Premier Division for the 2011/2012 season and the others will participate in the First Division for the 2011/2012 season.
- 3.2.1.4 The club finishing in the bottom position of the inland stream and the club finishing in the bottom position of the coastal stream will be relegated to the SAFA structures as defined in the SAFA constitution and regulations from time to time, and two (2) clubs will be promoted to the First Division from the SAFA structures.
- 3.2.2 For the 2011-2012 season and for every season thereafter:
- 3.2.3 the First Division will be played in a single stream of sixteen (16) teams.
- 3.2.4 The club winning the First Division will be promoted to the Premier Division.
- 3.2.5 The following clubs will go into a round robin play-off:
- 3.2.5.1 The club finishing in position fifteen (15) of the Premier Division;
- 3.2.5.2 The club finishing in the second position of the First Division;
- 3.2.5.3 The club finishing in the third position of the First Division;
- 3.2.6 The winner of this playoff will participate in the Premier Division of the following season and the others will participate in the First Division of the following season.
- 3.2.7 The clubs finishing in the bottom two positions of the First Division will be relegated to the SAFA structures as defined in the

SAFA constitution and regulations from time to time, and two (2) clubs will be promoted to the First Division from the SAFA structures.

#### **4 PARTICIPATION AND ENTRY**

- 4.1 Clubs will submit the prescribed membership renewal form and other information required by the League.
- 4.2 On entering the League's competitions, clubs undertake to observe these rules and those of particular competitions, and to accept that all administrative, disciplinary and refereeing decisions connected with the competitions will be dealt with in terms of these rules, and where the rules are silent, by the decisions of the Executive Committee and the Board of Governors and thereafter the peremptory regulations of SAFA, CAF and FIFA will apply.
- 4.3 Should a club withdraw or be withdrawn from any of the divisions referred to above before the start of the season, the Board of Governors of the League may agree on any measures that may be required to constitute the League structures as the Board may deem advisable. Should a club withdraw or be withdrawn from a league before the club concerned has played against each club at least once, then all results of that club will be expunged from the League as if the club had not participated at all. Should a club withdraw or be withdrawn from a league after the club concerned has played against every club at least once, then all second round results of that club will be expunged from the League.
- 4.4 It will be compulsory for all clubs affiliated to the League to participate in all competitions organised by the League when so directed by the League.

## **5 DATES AND VENUES OF MATCHES**

- 5.1 The dates, times and venues of matches will be fixed by the League.
- 5.2 Clubs will be notified by the League of all fixtures and fixture changes in writing by no later than midday of the fifth day prior to the match except where the League and both clubs agree to a shorter notice period. Such notification will include the date, time and venue when the said match will be played.
- 5.3 A written request for a fixture change from a club will only be considered entirely at the discretion of the League.
- 5.4 The League will have the right to alter fixtures in its discretion subject to the provisions of Rule 5.2 or where contemplated in Rules 5.6 and 8.13 hereof.
- 5.5 In its application to the League for affiliation, a club will name the ground at which it will play its home matches, as well as two alternative home grounds.
- 5.6 The League may at any time prior to any match under its auspices, fixture such match at an alternative venue or alternatively postpone such match.
- 5.7 The onus of securing a venue will be on the home club and the club's failure to secure a venue will be regarded as misconduct.
- 5.8 Should a match be abandoned by the Referee due to an electricity power failure in a match played under floodlights, then the remaining minutes of the match will be resumed on a date and time agreed upon between the two participating clubs immediately upon the abandonment of the match. The date and time will be within forty-eight (48) hours of the abandonment of the match, subject to the approval of the Chief Executive Officer of the League or a delegated Official of the League who may set an alternative date and time.

- 5.8.1 In the event of the two clubs being unable to agree to such a date, then the Chief Executive Officer or a delegated Official of the League will determine the date.
- 5.8.2 The resumed match will be a continuation of the abandoned match as if the match had not been abandoned. The abandoned match and the resumed match will constitute one single match which will only be completed upon the final whistle of the resumed match.
- 5.8.3 Notwithstanding this, nothing will preclude the League from instituting disciplinary proceedings against any club as a result of such incident. The Disciplinary Committee of the League will have the power to make, inter alia, a finding as to the costs of hosting the resumed match. Until such finding is made, the League shall bear the costs of the resumed match.

## **6 MATCHES IN ACCORDANCE WITH THE LAWS OF THE GAME**

- 6.1 All matches will be played according to the Laws of the Game.
- 6.2 No more than five club officials registered as such with the League may be seated on the team bench. Such officials must produce their official NSL card when called upon to do so by the referee. A maximum of two (2) other club officials may be within the inner perimeter provided they are properly accredited by the League.
- 6.3 In the event of the officials not being in possession of a registration card, alternatively being more than five, those officials will leave immediately, failing which they may be removed from the field and the club may be charged with misconduct.

## **7 DURATION OF MATCHES**

- 7.1 All matches will consist of two (2) periods of forty-five (45) minutes plus referee's optional time. The referee will be the sole judge and adjudicator of time, inclusive of time added on, if any.
- 7.2 Players are entitled to an interval at half-time which must not exceed fifteen (15) minutes.
- 7.3 Additional periods of time may be played in knockout competitions in accordance with the rules of those competitions.

## **8 GROUNDS, EQUIPMENT AND SERVICES**

- 8.1 The League will inspect the grounds of all clubs and all clubs will ensure that their grounds comply with the Laws of the Game and the directives of FIFA and the League. No match will take place at a ground unless it has been inspected and certified as suitable.
- 8.2 All clubs registered with the League will, between 1 July and 14 July of each season, register with the League a home venue and one alternative venue where the club intends to play its home matches. Should, for any reason, both of the registered venues not be available or suitable for a particular match, the match will be played at a venue nominated by the Chief Executive Officer of the League or his nominee. The venue nominated by the Chief Executive Officer or his nominee must be selected within the guidelines of maintaining the spirit of the home and away principle.
- 8.3 The minimum illumination necessary for night matches will be 600 lux.
- 8.4 The dimensions of the pitch (excluding the technical area) will be as follows:
- 8.4.1 maximum length 110 metres; minimum length 100 metres;

- 8.4.2 maximum width 75 metres; minimum width 60 metres.
- 8.5 Clubs must register their pitch dimensions with the League prior to the start of each season. It will be deemed misconduct for a club to alter its pitch dimensions during the season except with the prior written consent of the League. The League may at any time require a club to submit a report from a qualified independent source certifying the pitch dimensions.
- 8.6 Each club will take all reasonable steps to maintain its pitch in good order. The League may require a club to take such steps as the League will specify if it is not satisfied that an adequate standard of pitch is being maintained.
- 8.7 Each club will provide separate areas adjacent to the pitch for the sole use of team officials, medical staff and substitutes. Such designated areas shall have direct access to the pitch, be located equidistant from the halfway line, and be capable of seating not less than twelve (12) persons from each club. The home club will have first choice of which area they will utilise.
- 8.8 The home club will provide suitable boards to be used to indicate substitutions.
- 8.9 It is the responsibility of the home club to ensure that a qualified medical practitioner, a qualified physiotherapist and an ambulance service are in attendance throughout a match. It is also compulsory that the home club provides a stretcher with its carriers.
- 8.10 Subject to the provisions or rule 5.6 hereof the referee is the sole judge of whether or not a match should be postponed or abandoned due to the unsuitability of the ground caused by inclement weather or any other factor.

- 8.11 The footballs used will be in accordance with the Laws of the Game, and will be “FIFA approved, “FIFA inspected”, or “International Match Ball Standard”. The match ball will be supplied by the home team (the team named first in the fixture), provided that the referee may accept a ball from the away team if the home team is unable to provide a ball of suitable quality.
- 8.12 A match may be played partly or wholly under floodlights.
- 8.13 In normal circumstances the referee will be the sole judge as to whether or not a pitch is fit for a match. In circumstances considered extraordinary by the Chief Executive Officer or his delegated official, he may order the postponement of any match provided such announcement is made before noon on the date of the match and communicated to the clubs.
- 8.14 If a match is postponed or abandoned through weather or the state of the pitch, the League will set another date on which the match will be played. All records of an abandoned match will be expunged except that any cautions or dismissals that occurred will remain in force. In the event of a replayed match the League will be responsible for all reasonable costs incurred.

## **9 PLAYERS SELECTED FOR REPRESENTATIVE MATCHES**

- 9.1 Players will be released to SAFA or to the national association of another country for which the player is eligible in all cases where such release is obligatory in terms of the FIFA regulations relating to the release of players for national associations as amended from time to time.
- 9.2 Where the release of players is not obligatory in terms of the applicable FIFA regulations it will be optional for the club concerned to release the players or not.

- 9.3 Should two (2) or more players not be available for a club due to an obligatory call-up because of selection to the national squad in any category other than under seventeen (17), then any match scheduled to take place during the defined period of such obligatory call-up will be postponed if the affected club applies in writing to the League for such postponement no later than midday of the fifth day prior to the match in question, or within twenty-four (24) hours of the club being officially informed of the call-up, whichever is the later.
- 9.4 The obligatory period of the call-up will include the FIFA defined period before the match for preparation, and the period after the match until the player is released back to his club in South Africa, except if the player is responsible for any delay of this release.
- 9.5 If a club decides to exercise its option to release players for a call-up which is not obligatory, or the club releases the players earlier than is required, or the player delays his return to his club, the club will not be entitled to apply for a postponement in terms of this rule.

## **10 ARRIVAL AT THE GROUND**

- 10.1 It will be an offence for a team not to be present in the change-rooms at the match venue by at least sixty minutes before the scheduled kick-off time, or for the team to not have taken the field at least five minutes prior to the kick-off time.
- 10.2 Where a match is not played because of the late or non-arrival of a team, the offending club will be charged with misconduct. In this regard impossibility of performance as the result of a vehicle breakdown, or that the offending team was unable to locate the match venue, will not be a defence to this charge. Where a club is found guilty of this offence its opponents in the said match will receive a “walk-over” (a 3-0 win), unless the Disciplinary Committee is satisfied that another sentence would be more appropriate, under the

circumstances. The Chief Executive Officer may decide in cases of *Force Majeure* that the match may be replayed in the event of the non-arrival of a team.

- 10.3 The referee accompanied by the opposing team representative will inspect the players' and officials' identity cards of the respective teams in their dressing rooms. The referee will determine the time at which this inspection will take place.
- 10.4 It will be misconduct for a club to field a player without a valid identity card issued in terms of these rules, alternatively failing to make such identity cards available for inspection prior to the match.
- 10.5 The home team will give the visiting team access and keys to the dressing rooms 4 (four) hours prior to kick-off. Failure to observe this rule will amount to misconduct.

## 11 TEAM SHEETS

- 11.1 Clubs will submit duly completed team sheets to the referee at least sixty (60) minutes prior to the start of play. Such list will include:
- 11.1.1 the full names of the eleven players starting the match;
- 11.1.2 the full names of the seven substitutes which may be utilised during the match;
- 11.1.3 the full names of the club officials positioned in the technical areas for the match.
- 11.2 If a player's name appears on the team sheet he will be deemed, for the purposes of these rules, to have participated in the match except that:
- 11.2.1 If the opposing team has lodged a protest alleging that a player appearing on the team sheet is a defaulter, a team may amend

its team sheet at any time before kick-off by replacing or removing the affected player;

- 11.2.2 In the circumstances referred to in rule 11.2.1 that player will be deemed not to have participated in the match.

## **12 COLOURS AND NUMBERS OF TEAM OUTFITS**

- 12.1 Each team will wear its official registered colours as declared on the registration form, which form will clearly state the team's official and alternative colours.
- 12.2 In addition to the official team outfit, each team will be in possession of an alternative outfit (in colours contrasting with those of the official outfit) which will also be taken to every match. The visiting team will change in the event of there being a clash of colours and the onus will be on such team to enquire as to the home team's colours prior to the match.
- 12.3 If in the opinion of the referee the colours of the two opposing teams may lead to confusion, the visiting team will change into the alternative outfit or a combination of the two outfits.
- 12.4 The outfits of the two goalkeepers will be in contrasting colours to those of the two teams.
- 12.5 Teams will be obliged to wear the following advertising on their playing jerseys:
- 12.5.1 The sponsors name, if any, on the front of their jersey and the player's name and the initial if necessary, on the back of the jersey;
- 12.5.2 The technical sponsor and club crest on the right and left breast of the front of the jersey respectively;

- 12.5.3 The League sponsor's logo on the right arm sleeve and a club sponsor's logo on the left arm sleeve respectively;
- 12.5.4 The sizes of logos will not exceed the accepted standards as laid down by FIFA.
- 12.6 Teams may wear the advertising of their club sponsor subject to the following conditions:
- 12.6.1 Such sponsor will not be in conflict with the League's official sponsors;
- 12.6.2 Such sponsor's advertising will not be considered to bring the League or its sponsors into disrepute or to be classed as being against public morals.
- 12.6.3 Additional advertising may be permitted subject to the written approval of the League, which permission may not unreasonably be withheld.
- 12.7 The player's jerseys and shorts will be clearly and appropriately numbered, and the numbers will correspond with those shown on the team sheet.
- 12.8 Any advertising which appears on the player's shorts or socks will require the League's written approval.

### **13 COMPLIANCE MANUAL**

- 13.1 Clubs must adhere to the provisions of the compliance manual and any other manuals or directives as adopted or amended by the Executive Committee from time to time, and failure to do so will constitute an act of misconduct.

- 13.2 Should any provisions of the compliance manual or other manuals or directives be inconsistent with the rules or the constitution then the applicable provisions of the rules or constitution will apply.

## **14 REFEREES AND ASSISTANT REFEREES**

- 14.1 Match officials will be appointed to each match, namely a referee, two assistant referees and a fourth official.
- 14.2 The referees and assistant referees will be appointed from the League panel by the referees appointments committee as constituted under SAFA. All match officials will be in possession of official appointment cards at matches which confirm their appointment for the match.
- 14.3 If the officially appointed referee has not arrived by forty five (45) minutes before the starting time of the match, then the match commissioner may appoint the fourth official to take over as referee. Similarly the fourth official may substitute for an assistant referee. If it is not possible for the match commissioner to ensure that the match has a referee and two assistant referees then the match may not be played.
- 14.4 Substitute referees will enjoy the same powers and status as if they were officially appointed as referee. No protest on the grounds that a substitute referee was used in a match will be entertained.

## **15 MATCH COMMISSIONERS**

- 15.1 SAFA will appoint match commissioners, who will not be connected directly or indirectly to any club, from a list to be agreed between the League and SAFA.
- 15.2 The match commissioner will submit full and detailed reports on each match to the League detailing the commissioner's assessment of the match officials and their performances, whether the respective teams'

had complied with these rules or not, the state of the pitch, the infrastructure at the ground, the security arrangements for the match and any matter that he may wish to bring to the attention of the League or that the League may require a report on.

- 15.3 The match commissioner will, for the purposes of his appointment to a match, have the full and final authority to act and decide on behalf of the League in relation to the team's compliance with the rules, matters relating to playing conditions at the ground and security. He will act and make decisions in consultation with the match officials.
- 15.4 The report of the match commissioner will be sent to the participating teams within seventy-two (72) hours of every match.
- 15.5 Should it appear to the Chief Executive Officer from the match commissioner's reports that any team has breached a rule the Chief Executive Officer must refer the matter to the Disciplinary Committee.
- 15.6 SAFA may give the match commissioner a letter of appointment detailing the terms of his appointment, his remuneration, and his functions, duties and responsibilities.
- 15.7 A match commissioner must be accorded the utmost courtesy and assistance whilst performing their duties for and on behalf of the League.

## **16 TECHNICAL RULES**

- 16.1 The Premier Division League competition will be run on a home and away basis, with three (3) points being allocated for a win, one (1) for a draw and none for a loss.
- 16.2 The First Division will be run in a single stream of sixteen (16) teams on a two round home and away basis, with three (3) points being allocated for a win, one (1) for a draw and none for a loss.

- 16.3 For both the Premier Division, the First Division and any other competition using the round robin format:
- 16.3.1 The log position of each club in the league will be decided in the first instance by the number of points obtained in all matches, with the club obtaining the most points receiving the higher log position;
- 16.3.2 Where clubs have equal points, the goal difference (the number of goals scored minus the number of goals conceded in all matches) will be used to determine the log position, with the club obtaining the higher goal difference receiving the higher log position;
- 16.3.3 Where clubs have equal points and equal goal difference, the number of goals scored by the clubs in all matches will be used to determine the log position, with the club scoring the higher number of goals receiving the higher log position;
- 16.3.4 Where two or more clubs have an equal number of points and the same goals scored by and against the clubs concerned, the direct results (head to head) between the tied clubs will be used to determine the log position following the procedures in 16.3.1 to 16.3.3 above, but considering only the results between the tied clubs;
- 16.3.5 Where the application of Rule 16.3.4 above resolves the tie between some clubs but leaves other clubs still tied, Rule 16.3.4 will be applied again considering only the results between those clubs that remain tied. This will be done repeatedly until the ties are resolved or it is no longer possible to resolve the ties any further;

- 16.3.6 Where clubs remain tied after applying all of the above Rules, there will be a playoff at a neutral venue as determined by the League.
- 16.4 In addition to the Premier and First Division league competitions, the League will have the right to organise other competitions, whether on a knockout or league basis.
- 16.5 A player will not play for more than one (1) club in the same knockout competition in a single season. Should a club field a Cup-tied player in a knockout competition, such club and player will be charged with misconduct.
- 16.6 If found guilty the club will be expelled from that competition for the season in question and fined an amount of R20 000 (twenty thousand rand) and the player will be suspended for two (2) consecutive matches succeeding the date of being found guilty of the offence. The opposing club will then proceed to the next stage of the competition.

## **17 FINANCIAL PROVISIONS**

- 17.1 The expenses to be borne by the League as well as the method of gate sharing will be that as formulated by the Executive Committee of the League at any given time provided that should there be any change in the above, clubs will be given thirty (30) days notice in which to implement such change.
- 17.2 Except for the advertising boards awarded to the National Soccer League in terms of a resolution by the Executive Committee of the League, all income derived from perimeter and other advertising at grounds will be for the account of the owners of the advertising rights at such grounds, which will normally be the home team unless different contractual conditions exist for that particular ground.

- 17.3 Television and radio rights for all matches of the League will belong to the League, and no matches may be televised or filmed without the consent of the League.
- 17.4 It will be misconduct for a club to enter into a contractual agreement with a broadcaster, whether television, radio or via any other media or format, without the written permission of the League.
- 17.5 Prize money will be awarded according to the schedule of prize money allocation, which schedule will be distributed by the League prior to the competition each year.

## **18 INSURANCE**

- 18.1 The League will be responsible for insuring players and club officials the costs of which together with the premiums and other related expenses will be borne by the League.

## **19 CONTACT WITH SPONSORS**

- 19.1 No club, official or player will make direct contact with any sponsor of the League without the prior written permission of the League having been obtained.

## **20 FRIENDLIES**

- 20.1 No club affiliated to the League or players registered with the League may play in any match other than official matches under the auspices of the League unless prior written permission is granted to them by the League. For the purposes of this rule a training match between two (2) member teams which is not open to the public and for which no gate is taken will not be included.
- 20.2 Requests for permission to play a friendly will be submitted in writing at least fourteen (14) days prior to the match or matches in respect of

matches against South African teams, and thirty (30) days prior to the match in respect of matches against foreign teams.

## **21 UNDERTAKING BY CLUBS, OFFICIALS AND PLAYERS**

- 21.1 All clubs must incorporate in any agreement with their officials and players an undertaking on the part of such officials and players to seek the permission of the club and the League before contributing to the press, television or radio. It is the responsibility of the club to ensure that any permission so granted is not used by the official or player in such a way as to bring the League, its sponsors or its clubs into disrepute.

## **22 MATTERS NOT PROVIDED FOR AND CHANGES TO THESE RULES**

- 22.1 Matters not provided for in these rules will be dealt with in terms of the constitution of the National Soccer League, and where silent, the peremptory precepts of the constitution and regulations of SAFA and thereafter the statutes and regulations of CAF and FIFA.
- 22.2 The rules may only be amended by a resolution supported by two-thirds of those present and entitled to vote at the annual, quadrennial or special general meeting.
- 22.3 Amendments to the rules will become effective from a date specified at the annual, quadrennial or special general meeting failing which a date specified by the Chief Executive Officer.
- 22.4 The amendments to the rules will be communicated in writing to each club and SAFA by the League within five (5) days of the amendment.

## CHAPTER TWO: THE STATUS, REGISTRATION AND TRANSFER OF PLAYERS

### 23 INTRODUCTION

- 23.1 These rules deal with the status and eligibility of players, as well as the rules applicable whenever players move between clubs within the League's jurisdiction and between such clubs and other clubs within the jurisdiction of SAFA or other national associations.
- 23.2 These rules are designed to give effect to the general principles of the FIFA regulations within the constraints imposed by the constitution of the Republic of South Africa and other relevant provisions of South African law.

### 24 PLAYERS' STATUS

#### 24.1 Amateur and Professional

- 24.1.1 Players under the jurisdiction of the League are classified as either amateur or professional.
- 24.1.2 Amateur players are players who have never received any remuneration other than reimbursement of their actual expenses incurred during the course of their participation in any activity connected with association football.
- 24.1.3 Travel and hotel expenses incurred through involvement in a match and the costs of a player's equipment, insurance and training may be reimbursed without jeopardising a player's amateur status.
- 24.1.4 Any player who is not an amateur player is classified as a professional player.

## 24.2 **Reacquisition of Amateur Status**

24.2.1 Any player who has been registered as professional may not be reclassified as an amateur until a period of 30 days has elapsed from the date on which he competed in his last match with the club with which he was last registered as a professional player.

24.2.2 A club which a professional player has left will not be entitled to any compensation from the new club with which the player has regained amateur status pursuant to these rules.

24.2.3 If there is any doubt as to whether a player who has regained amateur status actually plays as an amateur in his new club, the club with which he was registered before regaining amateur status may ask the League to investigate the matter and, if necessary, to take appropriate action.

24.2.4 If, within three years of the date on which he regained amateur status, a player reverts to professional status, the club with which he was last registered before regaining amateur status may ask the League to investigate whether any compensation is due pursuant to these rules.

## 24.3 **Jurisdiction over Status Disputes**

24.3.1 Subject to rule 24.2.4 the Dispute Resolution Chamber will, in cases of dispute, determine the status of any player registered with a club falling within its jurisdiction.

24.3.2 Any dispute regarding the status of a player involved in an international transfer will be settled by the FIFA Player's Status Committee.

## **25 PLAYER ELIGIBILITY**

- 25.1 A player will be eligible to be registered by a club only if:
- 25.1.1 The player has never previously been registered with a club falling under the jurisdiction of any national association recognised by FIFA;
  - 25.1.2 The registration of the player has been transferred from any club under the jurisdiction of SAFA to a club under the jurisdiction of the League in accordance with these rules;
  - 25.1.3 The registration of the player has been transferred from one club under the jurisdiction of the League to another club under the jurisdiction of the League;
  - 25.1.4 The registration of the player has been transferred in accordance with these rules, the regulations of SAFA and the FIFA regulations, from a club in another national association to a club falling under the jurisdiction of the League;
  - 25.1.5 The player has been declared a free agent in terms of these rules;
  - 25.1.6 The FIFA Players' Status Committee has granted the player temporary eligibility to be registered by the club in question.

## **26 PLAYER REGISTRATION: GENERAL**

- 26.1 No player, whether amateur or professional, may play for any club falling under the jurisdiction of the League unless he has been registered by that club with the League in terms of these rules except where the competition rules of a specific competition contain provisions which allow for such participation in specific circumstances.

- 26.2 No club may register a player or coach with the League where, at the time of such application with the League, such club is in breach of any provision of an order or award by the Dispute Resolution Chamber or such other order or award as may be made by a SAFA Appeals Tribunal or Arbitrator on appeal, in respect of monies contractually due, owing and payable by such club to any player or coach previously or currently registered by such club with the League.
- 26.3 The defaulting club may thereafter only register a player or coach with the League upon having furnished the League with:
- 26.3.1 written proof of compliance with the order or award; or
- 26.3.2 a written agreement signed by both the defaulting club and the player or coach expressly novating the order or award in which case the order or award will be of no force or effect in terms of Rule 26.2
- 26.4 No player may be registered with a club unless his registration complies with all the requirements for registration and for eligibility set out in these rules.
- 26.5 No player may simultaneously be registered with more than one club.
- 26.6 Subject to rule 28.4 players may be registered only during one of two periods per year, which periods will be fixed as follows:
- 26.6.1 The first registration period will be between 1 July and 31 August inclusive for clubs in both Divisions, provided that in the event that the season is extended by the Executive Committee in accordance with rule 1.34, then the aforesaid period will be amended to be the period between the first day after the end of the season and 31 August.
- 26.6.2 The second registration period will be the month of January.

- 26.6.3 Notwithstanding anything contained in these rules, all clubs participating in CAF Inter Club Competitions will also be entitled to register players with the League from 1 December to 12 December. Such players, however, will only be furnished with their NSL identity cards, and be eligible to participate in matches as from 1 January.
- 26.7 In all cases when a club applies to register a player it will forward the following items to the League during office hours (between 08h30 and 17h00 on weekdays):
- 26.7.1 A completed registration form, whether amateur or professional;
  - 26.7.2 A certified copy of the player's passport or identity document;
  - 26.7.3 A completed medical certificate;
  - 26.7.4 Two recent, colour passport-sized photographs of the player with the player's name clearly marked on the back thereof;
  - 26.7.5 In cases where the player is a professional, two copies of the player's contract in separate sealed envelopes unless the contract has already been lodged by a club in terms of rule 37.13;
  - 26.7.6 In cases where the player was previously registered as an amateur, a clearance certificate from the player's previous club or proof that the player's amateur registration has expired by virtue of the fact that amateur registrations only apply for one season;
  - 26.7.7 In cases where the player is not a South African citizen or permanent resident, proof that the player is lawfully entitled to be employed in South Africa by the club which is submitting the registration.
  - 26.7.8 In cases where a player was previously registered for a club in another country, an International Transfer Certificate requested

by SAFA from the national association of the player's previous club.

26.7.9 In addition, in cases where the player was previously registered as a professional with a club under the jurisdiction of NSL or SAFA, the following will be submitted to the League where applicable:

26.7.9.1 a copy of the written transfer agreement or written loan agreement between the clubs concerned;

26.7.9.2 a clearance certificate issued by a club clearing the player to play for any club of his choice;

26.7.9.3 proof that the player's contract of employment with his previous club contemplated by rule 33.7 has expired through the effluxion of time or has been validly terminated by either or both parties;

26.7.9.4 an order from a Court of Law, a Dispute Resolution Chamber, a SAFA Appeals Board or an arbitration convened in terms of these rules or the regulations of SAFA recording that the player has been declared a free agent.

26.8 Upon compliance with the requirements set out in these rules relating to registration and in respect of any particular player, the Chief Executive Officer or his delegate will issue that player's club with a registration card reflecting that the player is duly registered with the club concerned.

26.9 In any disciplinary proceedings, the issue of a registration card will be conclusive proof of the valid registration of a player unless it can be shown that the player was registered:

26.9.1 on the basis of false information,

26.9.2 irregularly, and in circumstances where there was impropriety on his part or the part of his club, or

26.9.3 in contravention of rule 36.4 or rule 30.2 hereof.

## **27 REGISTRATION OF AMATEUR PLAYERS**

27.1 The registration of an amateur player will be valid only for the season in respect of which the registration form is signed by that player.

27.2 An amateur player's registration will expire at the end of the season for which he is registered, or within four (4) days of the club's last match of that season, whichever is the later.

27.3 Subject to rule 26.6 , an amateur player will be free to sign for another club after having obtained;

27.3.1 a clearance certificate from the club the player was last registered for; and

27.3.2 a clearance certificate from SAFA in the event of the player being last registered with a South African club which is not a member of the League, which includes confirmation of the name of the club for which the player was last registered.

27.4 No provision in a clearance certificate purporting to specify the club to which the registration of an amateur player may be transferred will be of any force or effect.

27.5 In the event of a club's failure to furnish the player with a clearance certificate on his demand, the player will be entitled to apply to the League or SAFA to be declared a free agent.

27.6 In any dispute between a player and his current amateur club, the player will seek redress in terms of the rules of the League or the regulations of SAFA.

- 27.7 In any dispute between an amateur player and his current professional club the Dispute Resolution Chamber will declare the player to be a free agent unless it is proven to his satisfaction that the player has not met all reasonable obligations to his current professional club.
- 27.8 Any dispute between a player and his current club contemplated by this rule must be resolved as soon as possible and wherever possible before the termination of the current registration period.
- 27.9 If, in the course of an enquiry under rule 27.7, the Dispute Resolution Chamber forms the prima facie view that the club concerned has committed an act of misconduct, the Dispute Resolution Chamber will recommend to the League to institute disciplinary proceedings against the club concerned.

## **28 REGISTRATION OF PROFESSIONAL PLAYERS**

- 28.1 The League will forward to SAFA copies of the approved documents referred to in rule 26.7 above within seven (7) days of registering a player.
- 28.2 The registration of a professional player will be valid for the entire period of his contract with a club, and it will only be necessary for a club to reregister a player when he signs a new contract with the club. Notwithstanding this the club will submit a medical certificate for such player at the commencement of each season.
- 28.3 No provision in a clearance certificate purporting to specify the club to which the registration of a professional player may be transferred will be of any force or effect.
- 28.4 Only the following categories of players may be registered by a club outside of the registration periods defined in rule 26.6:

28.4.1 A professional player who was not under contract with any club at the time that the previous registration period closed and has not entered into a new contract since that date;

28.4.2 A player who has been declared a free agent.

## **29 INTERNATIONAL TRANSFERS**

29.1 A professional player who wishes to play for a club under the jurisdiction of the League, but is registered as a player in another national association, may only be registered after SAFA has received an international registration transfer certificate issued by the national association which the player wishes to leave.

29.2 Subject to rules 29.1 and 42.1.1, all matters relating to the international transfer or loan transfer of players will be regulated as set out in the FIFA regulations for the Status and Transfer of Players and regulations on the Application of the regulations for the Status and Transfer of Players as amended from time to time.

## **30 FOREIGN PLAYERS**

30.1 A foreign player is any player who is not eligible to represent South Africa in terms of the Statutes of FIFA, with the exception of a player who has obtained South African citizenship, or who has obtained permanent residence in terms of Section 26 or Section 27 of the Immigration Act No 13 of 2002, as amended.

30.2 No club in the Premier Division will have more than five (5) registered foreign players during the course of any particular season, even if previously registered foreign players are de-registered during the course of the season.

30.3 No club in the First Division will have more than three (3) registered foreign players during the course of any particular season, even if

previously registered foreign players are de-registered during the course of the season with the following exception: For the 2011-2012 season and the 2012-2013 season any club participating in the First Division which has more than three (3) foreign players who were in contract during the 2010-2011 season and their contracts extend beyond the end of the 2010-2011 season will be allowed to register and play such additional players only until the expiry of their contracts. These players' contracts may not be extended by the exercising of an option or any other means if it causes the number of registered foreign players to exceed three (3).

- 30.4 A club in the Premier Division may field any number of its registered foreign players in any particular match.
- 30.5 For the 2010-2011 season a club in the First Division may field any number of its registered foreign players in any particular match.
- 30.6 For the 2011-2012 season and the 2012-2013 season a club in the First Division may only include a maximum of three (3) of its registered foreign players in the full team sheet for any particular match. In the 2013-2014 season and every season thereafter a club in the First Division may field any number of its three (3) registered foreign players in any particular match.

### **31 UNDER TWENTY THREE (U23) PLAYERS**

- 31.1 An U23 player in any season will be a player who will attain his twenty-second (22<sup>nd</sup>) birthday on or after 1 January of the year during which that season commences. For the sake of clarity, for the 2011-2012 season, such a player must be twenty one (21) or younger on 1 January of 2011. He may turn twenty two (22) on or after 1 January 2011.

- 31.2 Clubs participating in the First Division must include a minimum of five (5) players who are both U23 and eligible to represent South Africa in the starting line-up for every match. The starting line-up is the eleven (11) players who are representing the team on the field of play at the kick-off of the match and are shown as such on the team sheet. This restriction will not be applicable during a match in any competition where Premier Division teams and First Division teams participate in the same tournament.

## **32 AMATEUR TRANSFERS WITHIN SOUTH AFRICA**

- 32.1 The registration of an amateur player may be transferred from one club to another only with the written consent of that player and if:
- 32.1.1 the player has been issued with a clearance certificate or;
  - 32.1.2 the player's amateur registration has expired or;
  - 32.1.3 the player has been declared to be a free agent or;
  - 32.1.4 the registration of the player is transferred by written agreement of his current club and his future club.
- 32.2 Clubs will be entitled to compensation for the training and development of amateur players whose registration has been transferred from them, only in accordance with the provisions of these rules.

## **33 TRANSFERS OF PROFESSIONAL PLAYERS WITHIN SOUTH AFRICA**

- 33.1 A club wishing to engage the services of a contracted player is obliged to inform his present club in writing of its interest before commencing any negotiations with that player.

### **Free Transfers**

- 33.2 A club may grant a contracted player a free transfer, in which event it will issue the player with a clearance certificate.
- 33.3 A registering club seeking to register a contracted player who has been granted a free transfer by his club will, as part of its application to the League to register the player, forward a copy of the clearance certificate issued in respect of the player by his previous club.

### **Transfers of Contracted Players**

- 33.4 The transfer of the registration of a contracted player who has neither been granted a free transfer nor released from his contract by order of the Dispute Resolution Chamber will be effected as follows:
- 33.5 the previous club and the registering club will enter into a written transfer agreement which will be signed by authorised signatories of both clubs and countersigned by the player or, in the case of a player under the age of twenty-one (21), by his parent or legal guardian and which will specify the transfer fee, if any, payable in respect of the transfer;
- 33.5.1 the registering club will deposit in the solidarity payment trust account of SAFA an amount of 5% of any transfer fee for distribution in accordance with rule 34 below;
- 33.5.2 the registering club will forward to the League together with its application to register the player
- 33.5.2.1 two copies of the signed and countersigned transfer agreement, and

- 33.5.2.2 proof that the registering club has deposited the solidarity payment into the solidarity payment trust account of SAFA.
- 33.5.3 the League will investigate whether the registering club's application to register the player complies with the requirements of these rules;
- 33.5.4 if the League approves the transfer, it will notify SAFA accordingly and forward a copy of the transfer agreement to SAFA, who will distribute the solidarity payment in accordance with rule 34 below;
- 33.5.5 if the League does not approve the transfer, it will notify SAFA, the registering and previous clubs accordingly and SAFA will refund the solidarity payment to the previous club;

#### **Transfers of Released Players**

- 33.6 The transfer of the registration of a released player will be effected as follows:
- 33.6.1 if the Dispute Resolution Chamber has declared a transfer fee to be payable by the registering club to the previous club, the registering club will deposit
- 33.6.1.1 in the transfer payment trust account, an amount equal to 95% of that transfer fee for onward payment to the previous club, and
- 33.6.1.2 in the solidarity payment trust account of SAFA an amount of 5% of that transfer fee for distribution in accordance with rule 34 below;
- 33.6.2 the registering club will forward to the League together with its application to register the player

- 33.6.2.1 a copy of the order of the Dispute Resolution Committee releasing the player from his contract of employment with his previous club, and
- 33.6.2.2 where a transfer fee has been declared by the Dispute Resolution Committee to be payable from the registering club to the previous club, proof that the registering club has deposited
- 33.6.2.2.1 in the transfer payment trust account an amount equal to 95% of any transfer fee declared to be payable by the Dispute Resolution Committee, and
- 33.6.2.2.2 in the solidarity payment trust account of SAFA, the solidarity payment.
- 33.6.3 the League will investigate whether the registering club's application to register the player complies with the requirements of these rules;
- 33.6.4 if the League approves the transfer, it will notify SAFA accordingly and SAFA will
- 33.6.4.1 pay to the previous club the amount contemplated in rule 33.6.1.1 above, and
- 33.6.4.2 distribute the solidarity payment in accordance with rule 34 below;
- 33.6.5 if the League does not approve the transfer, it will notify SAFA, the registering and previous clubs accordingly and SAFA will refund the payment contemplated by rule 33.6.1.1 above and the solidarity payment to the registering club;

### **Transfers of out of Contract Players**

- 33.7 The transfer of the registration of an out of contract player will be effected as follows:
- 33.7.1 the registering club will forward proof of the fact that the player is out of contract to the League together with its application to register the player; ie the club will submit proof that:
- 33.7.1.1 his contract has expired, or
- 33.7.1.2 his contract has been terminated by mutual consent, or
- 33.7.1.3 he has been declared a free agent
- 33.7.2 in cases where it does not appear from the face of the contract of employment between the previous club and the player that the contract of employment has terminated by the effluxion of time, the League will, within two days of receipt of the application by the registering club to register the player, contact the previous club to establish whether it agrees that the player's contract of employment with it has validly been terminated;
- 33.7.3 if the previous club disputes that the player's contract of employment with it has validly been terminated, the League will refer this dispute to arbitration by the Dispute Resolution Chamber on an urgent basis and subject to the provisions of rule 37.17 below save that when the dispute is only about compensation then the player's registration and eligibility to play for the registering club will not be precluded;
- 33.7.4 if the Dispute Resolution Chamber rules that the player's contract of employment with the previous club has been validly terminated, or if there is no dispute in this regard, the League will

investigate whether the registering club's application to register the player complies with the requirements of these rules

- 33.7.5 if the League approves the transfer, it will register the player and forward a copy of the transfer agreement to SAFA.

### **General**

- 33.8 Until such time as the League approves any transfer of the registration of a professional player and issues the registering club with a registration card for the player, the player will remain registered with the previous club;
- 33.9 No amount of any transfer fee will be payable to any person other than a club. Any clubs, officials or players, who enter into an agreement which provides directly or indirectly for the payment of any amount of a transfer fee to a person other than a club will be guilty of misconduct and no such contract will be enforceable.
- 33.10 All disputes of a non-disciplinary nature relating to the transfer of the registration of professional players between South African clubs will be dealt with by arbitration within the Dispute Resolution Chamber, as provided for in these rules.

## **34 SOLIDARITY MECHANISM**

- 34.1 SAFA will distribute the solidarity payment in respect of a contracted player whose registration is transferred to the clubs involved in the training and education of the player as follows:

- |      |                                     |                    |     |
|------|-------------------------------------|--------------------|-----|
| 34.2 | Club who registered the player from | 12-13 years of age | 5%  |
|      |                                     | 13-14 years of age | 5%  |
|      |                                     | 14-15 years of age | 10% |
|      |                                     | 15-16 years of age | 10% |
|      |                                     | 16-17 years of age | 10% |

17-18 years of age	10%
18-19 years of age	10%
19-20 years of age	10%
20-21 years of age	10%
21-22 years of age	10%
22-23 years of age	10%

- 34.3 Where more than one club registered a player in any particular year contemplated by rule 34.2 the relevant amount of the solidarity payment will be distributed equally between the clubs concerned.

### **35 TRAINING COMPENSATION FOR YOUNG PLAYERS**

- 35.1 A player's training and education take place between the ages of twelve (12) and twenty-one (21). Subject to these rules, training compensation will be payable in respect of the first registration or transfer of registration of a professional player for any registration or transfer occurring up to the age of twenty-three (23).
- 35.2 Compensation will be paid by the registering club to the clubs involved in the education and training of that player:
- 35.2.1 when the player signs his first contract as a professional, and
- 35.2.2 on each occasion thereafter before the player's twenty-third birthday when the registration of the player is transferred to another club while the player retains his professional status.
- 35.3 Subject to rule 35.4 below, no amount of any compensation will be payable to any person other than a club. Any clubs, officials or players, who enter into an agreement which provides directly or indirectly for the payment of any amount of compensation to a person other than a club, will be guilty of misconduct and no such contract will be enforceable.

- 35.4 If a link between the player and his former club cannot be established, or if the training club does not make itself known within two years of the player's signature of his first professional contract, compensation will be paid as follows:
- 35.4.1 if the player was trained in South Africa, the amounts will be paid to SAFA which will utilise the amounts for the training of young players, and
- 35.4.2 if the player was trained in a country other than South Africa, the amounts will be paid to the national association of that country.
- 35.5 The amount of compensation to be paid for training and education and its distribution between the clubs qualifying for compensation will be calculated in accordance with the provisions of Chapter Three of these rules.
- 35.6 It is the responsibility of the registering club to calculate the amount of the compensation for training and education and the way in which it will be distributed in accordance with the player's career history. The player will, if necessary, assist the registering club in discharging this obligation.
- 35.7 In cases of transfers between South African clubs, the registering club will pay the training clubs the amount due as compensation for training and education within thirty (30) days of registering the player. Any failure to comply with this obligation will constitute misconduct.
- 35.8 In cases of transfers from South African clubs to clubs within the jurisdiction of other national associations;
- 35.8.1 SAFA will not issue an international transfer certificate unless the previous club has paid the amount due as compensation for training and education into the solidarity payment trust account, and

- 35.8.2 within fourteen (14) days of issuing an international transfer clearance certificate, SAFA will distribute the amounts paid for compensation and training from the solidarity payment trust account to the respective clubs to which they are due.

## **36 LOANS**

- 36.1 The loan of a professional player's registration by one club to another constitutes a transfer.
- 36.2 Notwithstanding anything contained in these rules it is recorded that a player may be transferred on loan from one club to another for any period of time provided that:
- 36.2.1 the dates upon which a loan transfer begins and terminates will both fall within a registration period contemplated in rule 26.6 above;
- 36.2.2 the minimum period of a loan transfer will be from one registration period to the immediate next registration period as contemplated in rule 26.6.
- 36.3 The transfer of the registration of a professional player pursuant to the loan of that player's registration will be effected as follows:
- 36.3.1 the previous club and the registering club will enter into a written loan transfer agreement which will be signed by authorised signatories of both clubs and countersigned by the player or, in the case of a player under the age of twenty-one (21), by his parent or legal guardian and which will specify the dates upon which the loan transfer will begin and terminate;
- 36.3.2 the registering club will forward two copies of the signed and countersigned loan transfer agreement to the League together with its application to register the player

- 36.3.3 the League will investigate whether the registering club's application to register the player complies with the requirements of these rules
- 36.3.4 if the League approves the loan transfer, it will transfer the registration of the player accordingly, notify SAFA of this fact and forward a copy of the loan transfer agreement to SAFA;
- 36.3.5 notwithstanding the provisions of rule 28 above, the transfer of the player's registration will be valid only for the period of the loan as set out in the loan transfer agreement. At the end of this period, the player will no longer be eligible to play for the registering club and his registration will automatically revert to the previous club.
- 36.4 No club will be permitted to register:
- 36.4.1 during a single registration period more than three (3) players who have been transferred to it pursuant to loan transfer agreements, or
- 36.4.2 in any one season more than five (5) players who have been transferred to it pursuant to loan transfer agreements.
- 36.5 No loan transfer agreement concluded by a club in contravention of the provisions of rule 36.4 will be valid and no player may be registered to play for that club pursuant to such an agreement. In this regard, the onus will be on the club to ensure compliance with rule 36.4 and, notwithstanding rule 26.9, the issue by the League to a registering club of a registration card for a player in contravention of rule 36.4 will not render the player eligible to play for the registering club.

- 36.6 A registering club which holds the registration of a player by virtue of a loan transfer agreement may not transfer that player's registration to any club other than the previous club.

## **37 PROFESSIONAL CONTRACTS**

- 37.1 Every club employing a professional player must have a written contract with the player.
- 37.2 A contract of employment of a player must be consistent with the laws of the Republic of South Africa and the constitution and regulations of SAFA and FIFA and may not exceed a period of five (5) years, inclusive of any option to renew, from the date of its signature.
- 37.3 The expiry date of a contract may only fall on 30 June in any year. It will however be allowable for a contract to be terminated before its scheduled expiry date by mutual consent between the player and the club for which he is registered, in which case the player may only be registered by a new club during the next registration period or at any time thereafter.
- 37.4 Upon conclusion of the employment contract the club must provide the player with a copy of the contract on the demand of the player.
- 37.5 Two copies of the employment contract will be forwarded by the club to the League and the League will forward one of these copies of the employment contract to SAFA within three (3) days thereafter.
- 37.6 If the parties to an employment contract agree to terminate the employment contract before the date stipulated therein, the club will notify the League and SAFA, in writing within fourteen (14) days of the termination of the contract.
- 37.7 No club may enter into an employment contract with a player who is a minor unless such player is duly and lawfully assisted by a parent or

legal guardian. Such assistance will be evidenced by the countersignature on the contract of the parent or legal guardian, in the absence of which countersignature the contract will be invalid.

- 37.8 No club may enter into an employment contract with a player who has not yet attained his fifteenth birthday. It will be misconduct to enter into a contract with a player's parents where the purpose of such contract is to circumvent this rule.
- 37.9 No club may conclude an employment contract with a player for a period exceeding three years unless that player has reached his eighteenth birthday at the date of signing of the contract.
- 37.10 The validity of an employment contract between a player and a club cannot be made conditional upon the positive results of a medical examination or upon the acquisition of a work permit. The player's prospective new club will accordingly be required to make any necessary investigations, studies, tests and/or medical examinations or to take any appropriate action before concluding the contract.
- 37.11 After the signing of an employment contract, no club may avoid liability to pay the full amount of the salary due on the basis of facts revealed by any investigations of the sort contemplated by rule 37.10 above.
- 37.12 No player may place himself in a position where he is contracted to two clubs simultaneously. A player will accordingly be free to conclude a contract of employment with a club only if:
- 37.12.1 He has never previously concluded an employment contract with another club, or
- 37.12.2 His previous contract of employment has expired by the effluxion of time, or

- 37.12.3 His current contract of employment is due to expire within six (6) months, in which case the player may only conclude a new contract which commences after the existing contract has expired, or
- 37.12.4 His previous contract of employment has been terminated by written agreement between the player and his previous club, or
- 37.12.5 His previous contract of employment has lawfully been terminated by the player or his previous club as a result of the repudiation or breach of the other contracting party, or
- 37.12.6 He has been released from his contract with his previous club by an order of the Dispute Resolution Chamber in terms of these rules, or
- 37.12.7 He has been declared a free agent in terms of these rules.
- 37.13 Clubs will be permitted to lodge contracts with the League at any time but registration can only take place during the periods set out in rule 26.6. The League will acknowledge and record receipts of the contract in writing.
- 37.14 Clubs may not lodge a contract which causes the club to exceed five foreign players, and a work permit will have to be lodged with a foreign player's contract.
- 37.15 If an option clause in a player's contract is exercised, the date of lodging for the purposes of these rules will be the date the original contract was lodged.
- 37.16 In the event of a player entering into more than one contract of employment covering the same period of time:
- 37.16.1 the Dispute Resolution Chamber will determine which contract will be recognised by the League. In making this determination,

the contract that was lodged with the League first will be accepted unless compelling evidence is led which causes the Dispute Resolution Chamber to come to a different conclusion;

37.16.2 the player will be charged with misconduct by the League.

37.17 All disputes of a non-disciplinary nature relating to a contract of employment between a player and his club will be settled by arbitration within the Dispute Resolution Chamber, as provided for in these rules.

37.18 A club may terminate a player's contract at any time for reasons that are fair and in compliance with fair procedure consistent with South African law.

### **38 TERMINATION OF EMPLOYMENT CONTRACTS FOR SPORTING JUST CAUSE**

38.1 Within three weeks of the end of any season a player may apply to the Dispute Resolution Chamber to be released from his contract of employment with a club for sporting just cause if the player participated in less than 10% of the official matches of his club in that season;

38.2 Sporting just cause will be established on a case-by-case basis by the Dispute Resolution Chamber in the interests of fairness and equity having regard to all relevant factors including:

38.2.1 injury;

38.2.2 suspension;

38.2.3 the player's field position;

38.2.4 the player's age, and

- 38.2.5 the number of matches in which the player played for the club in the previous season.
- 38.3 Any dispute over sporting just cause will be considered by the Dispute Resolution Chamber
- 38.4 If the Dispute Resolution Chamber holds that a player is entitled to be released from his contract for sporting just cause it will simultaneously determine whether a transfer fee or compensation is payable in terms of these rules and, if so to which clubs and in what amount.

### **39 FREE AGENCY**

- 39.1 A player may apply to the Dispute Resolution Chamber to be declared a free agent within thirty (30) days of any of the following occurring:
- 39.1.1 his club has repudiated his contract of employment;
- 39.1.2 his club has unfairly dismissed him;
- 39.1.3 his club has ceased to exist as a club falling under the jurisdiction of the NSL;
- 39.1.4 his club has been placed under final liquidation by Order of the Court;
- 39.1.5 his club refuses or fails to issue a clearance certificate to which the player is entitled;
- 39.1.6 it is in the interest of fairness and equity;
- 39.2 Where a player only seeks to be declared a free agent then a late application may be condoned by the Dispute Resolution Chamber on good cause being shown.

## **40 THE DISPUTE RESOLUTION CHAMBER**

- 40.1 The Dispute Resolution Chamber may impose any sanctions in respect of a matter determined by it which may include but is not limited to an order for the payment of damages or compensation, payment of a transfer fee, specific performance, a declaratory order or a cost award.
- 40.2 The Dispute Resolution Chamber may vary or rescind any award or ruling made by it provided this is done before the time allowed for an appeal to SAFA has expired.

## **41 PROCEDURES FOR THE DISPUTE RESOLUTION CHAMBER**

- 41.1 A referral to the Dispute Resolution Chamber must be accompanied by a dispute fee of one thousand rand (R1 000.00) payable to the League.
- 41.2 The referral must contain the following information:
- 41.2.1 the name, address and contact details of the referring party;
  - 41.2.2 the name, address and contact details of the other party;
  - 41.2.3 a summary of the claim;
  - 41.2.4 details of the remedy sought; and
  - 41.2.5 any documents on which the claim is based.
- 41.3 A matter set down for hearing will only be postponed without the parties appearing before the Dispute Resolution Chamber, if
- 41.3.1 all the parties to the dispute agree in writing; and
  - 41.3.2 the written agreement of the postponement is received by the League within forty-eight (48) hours of the notice to the parties.

If these conditions are not met, any party may formally apply to the Dispute Resolution Chamber for a postponement of the hearing.

- 41.4 If a party to the dispute fails to attend or be represented at any proceedings before the Dispute Resolution Chamber, and that party:
  - 41.4.1 had referred the dispute, the Dispute Resolution Chamber may dismiss the matter by issuing a written ruling; or
  - 41.4.2 had not referred the matter, the Dispute Resolution Chamber may continue with the proceedings in the absence of that party or adjourn the proceedings to a later date.
- 41.5 The hearings of the Dispute Resolution Chamber will not be open to the public.
- 41.6 Decisions of the Dispute Resolution Chamber will be by majority vote with the chairperson having a casting vote in the event of a tie.
- 41.7 Decisions of the chamber may be published promptly by the League, in extracts or in full.
- 41.8 The Dispute Resolution Chamber may make an order for the payment of costs according to the requirements of fairness.
- 41.9 The Dispute Resolution Chamber must send a copy of the award or ruling to the League.

## **42 PROTECTION OF MINORS**

- 42.1 Unless SAFA, on application of the parent or legal guardian of the minor concerned rules otherwise,
  - 42.1.1 international transfers of players under the age of eighteen (18) will only be permitted when the family of the player moves to South Africa for reasons that are not linked to football, and

- 42.1.2 no player under the age of eighteen (18) who is not a South African national will be registered as a professional player for the first time with a club falling under the jurisdiction of SAFA unless he and his parent or legal guardian are lawfully resident in South Africa.

## **CHAPTER THREE: THE QUANTIFICATION OF COMPENSATION FOR THE EDUCATION AND TRAINING OF YOUNG PLAYERS**

### **43 CATEGORIES OF CLUBS**

43.1 In order to calculate the compensation for training and education, clubs will be categorised on the following basis:

43.1.1 Category 1: Premier Division clubs

43.1.2 Category 2: First Division clubs

43.1.3 Category 3: Clubs playing in regional and/or provincial competitions of SAFA

43.1.4 Category 4: Clubs playing in Local Football Association competitions of SAFA

### **44 FIXING OF TARIFFS**

44.1 Subject to rule 45.1.2 the compensation for education and training tariffs will be:

44.1.1 Category 1: R50 000 per year

44.1.2 Category 2: R25 000 per year

44.1.3 Category 3: R5000 per year

44.1.4 Category 4: R2000 per year

44.2 Prior to the commencement of the first registration period each season the League may publish amendments to the above tariffs and such amended tariffs will come into force without the need to amend this rule.

## **45 PAYMENT OF COMPENSATION**

45.1 In respect of original transfers to South African clubs, compensation will be payable as follows to qualifying clubs:

45.1.1 Each qualifying club will be paid an amount equal to the annual training and education costs listed in the tariff as per rule 44.1 for its category multiplied by the number of years for which the player was a contracted member of the club or its youth development programme or academy with that club between the ages of sixteen (16) to twenty-one (21).

45.1.2 Irrespective of its category, each qualifying club will be paid an amount equal to the annual training and education costs for a category four (4) club multiplied by the number of years for which the player was a contracted member of the club or its youth development programme or academy with that club between the ages of twelve (12) to fifteen (15).

45.1.3 In respect of original transfers to or from clubs within South Africa to or from clubs outside South Africa, compensation will be payable as laid down in the FIFA regulations and applicable circulars.

## **46 SUBSEQUENT TRANSFERS WITHIN SOUTH AFRICA**

46.1 In cases of subsequent transfers within South Africa, compensation will be payable as follows:

46.1.1 The registering club will pay the previous club an amount equal to the annual training and education costs listed on the tariff for the previous club's category multiplied by the number of years for which the player was a contracted member of the club or its youth development programme or academy with that club between the ages of twelve (12) to twenty-one (21).

## **47 SUBSEQUENT TRANSFERS TO OR FROM ANOTHER COUNTRY**

- 47.1 In the case of subsequent transfers to or from a club falling within the jurisdiction of another national association compensation will be payable as laid down in the FIFA regulations and applicable circulars.
- 47.2 Any amounts of compensation payable in terms of Item 47.1 which are in excess of those which would have been payable had rule 46 applied to that transfer will be distributed among all qualifying clubs (including the previous club) in accordance with the ratios that are yielded by multiplying the annual training and education costs listed on the tariff for each qualifying club by the number of years that the player was registered with the qualifying club in question between the ages of twelve (12) and twenty-one (21).

## **48 MISSING YEARS**

- 48.1 For the purposes of any calculations in terms of this Chapter, if a player's career cannot be traced back to the age of twelve (12), any missing years will be deemed to be years in which the player was registered with a category four (4) club.

## CHAPTER FOUR: PROTESTS AND COMPLAINTS

### 49 PROTESTS

- 49.1 A club may lodge a protest with the League against another club in respect of any match in which they played each other under the auspices of the League.
- 49.2 Where the protest relates to a player who is alleged to be a defaulter the protesting club will:
- 49.2.1 lodge a written objection to the use of the player including the reasons therefore with the referee in the presence of an assistant referee before the start of the match;
- 49.3 the referee has to notify the opposing captain of the objection provided that failure to do so will not invalidate the protest.
- 49.4 Where the protest concerns an alleged contravention of the constitution or rules of the League by a club, club official, player or match official in a particular match, the protest must:
- 49.4.1 be made to the referee in the presence of an assistant referee;
  - 49.4.2 be signed by the opposing captain provided that failure to do so will not invalidate the protest;
  - 49.4.3 be made before the start of the match or at any time on the pitch before the final whistle; and
  - 49.4.4 set out the reasons for the protest.
- 49.5 A written protest accompanied by a protest fee of ten thousand rand (R10 000.00) must be lodged with the League within twenty-four (24) hours (excluding the day of the match itself, Saturdays, Sundays or public holidays) of the match. The written protest must set out the full

reasons for the protest including any reference to the article or rule that was allegedly contravened.

- 49.6 a protest cannot be lodged against the decision of a referee or an assistant referee which decisions are final.
- 49.7 Should the protest be withdrawn by the protesting club after the commencement of the hearing, then the protest fee will be forfeited to the League.
- 49.8 If a protesting club does not pursue a protest, that club will be automatically fined fifteen thousand rand (R15 000.00).
- 49.9 The onus is on the protesting club to ensure that the provisions of this rule are fully complied with, and no protest will be entertained by the League if those provisions are not fully complied with. Should the protest not comply with the above provisions, the protest fee will be returned to the protesting club.
- 49.10 Upon receipt of a protest, the League will charge the offending party with committing the offence complained about and institute a disciplinary hearing as soon as possible. At the hearing the protest will be tabled by the *Pro Forma* Prosecutor and thereafter the protesting club will bear the onus to prove its case.
- 49.11 The Disciplinary Committee will dismiss the protest if it is deemed frivolous or vexatious on face value, otherwise the disciplinary hearing will proceed.
- 49.12 The protesting club will have the right to appeal against the decision of the Disciplinary Committee not to entertain the protest or to dismiss the protest.

- 49.13 Any charges instituted by the League in terms of these rules will be heard by the Disciplinary Committee in accordance with the constitution and these rules.
- 49.14 The protesting club will have the right to be present at and give evidence before the Disciplinary Committee hearing the charges against the offending party.
- 49.15 The League may subpoena any party under its jurisdiction to give evidence or produce any book, paper or document at the hearing.
- 49.16 The protesting club and the offending party will have the right of appeal to the SAFA Appeal Board against any decision of the Disciplinary Committee and thereafter to refer such decision to arbitration.

## **50 COMPLAINTS**

- 50.1 Any club, affiliate, official, player, staff member, or any other person or body in membership of SAFA or its affiliates, inclusive of a club which has not lodged a protest in respect of a match in which it participated, may lodge a complaint with the Chief Executive Officer of the League, in respect of an alleged act of misconduct, provided that:
- 50.1.1 The complaint is lodged in writing, and accompanied by a complaint fee of R10 000,00 (ten thousand rand); and
- 50.1.2 The written complaint sets out the full facts on which it is based and refers to the article or rule allegedly contravened by the offending party; and
- 50.1.3 No protest, in respect of substantially the same grievance complained of has been entertained by the Chief Executive Officer or the Disciplinary Committee of the League; and

- 50.1.4 The complaint is not made against the decision of the referee or assistant referee which decisions are final.
- 50.1.5 The complaint is lodged within seven days of the occurrence of the incident being complained of, or by no later than seven days after the completion of any competition.
- 50.2 The onus is on the complainant to ensure that the provisions of rule 50.1 above are complied with and no complaint will be entertained by the League, if those provisions are not fully complied with. Should the complaint not comply with the said provision, the complaint fee will be returned to the complainant.
- 50.3 Upon receipt of a complaint the League will convene the Disciplinary Committee.
- 50.4 The Disciplinary Committee will after considering the complaint:
- 50.4.1 Dismiss the complaint if the complaint is frivolous or vexatious, or does not set out a *prima facie* case.
- 50.4.2 Accept the complaint if the complaint is not frivolous or vexatious and sets out a *prima facie* case in which case the Disciplinary Committee will advise the League to charge the offending party with committing the offence referred to in terms of these rules, or any other offence which in the opinion of the Disciplinary Committee may have been committed.
- 50.5 The onus of proving the complaint or prosecuting the complaint will be on the complainant.
- 50.6 The complainant will have the right to appeal against the decision of the Disciplinary Committee not to entertain the complaint in terms of rule 50.2, or to dismiss the complaint in terms of rule 50.4.1 above. No

other party will have the right to appeal against any decision of the League, taken in terms of this rule.

- 50.7 Any charges instituted by the League in terms of rule 50.4.2 will be heard by the Disciplinary Committee in accordance with the constitution and the rules.
- 50.8 The complainant will have the right to be present at and give evidence before the Disciplinary Committee hearing the charges against the offending party.
- 50.9 The League may subpoena any party to present or give evidence or produce any book, paper or document at the hearing.
- 50.10 The complainant, the offending party or the League will have the right of appeal to the SAFA Appeal Board against any decision of the Disciplinary Committee or to refer such decision to arbitration.
- 50.11 The hearing of any charges instituted by the League in terms of rule 50.4.2 will be heard by the Disciplinary Committee in accordance the constitution and the rules, except that any sentence imposed by the Disciplinary Committee will be limited to the following sentences or combination of sentences:
- 50.11.1 the imposition of a monetary fine not exceeding R500 000,00 (five hundred thousand rand);
  - 50.11.2 the censure of the offending party concerned;
  - 50.11.3 the closure of a ground for a stated period;
  - 50.11.4 ordering the offending party to pay all expenses of and incidental to the consideration of the matter;
  - 50.11.5 the suspension of a person from all or any specific football activity for a specified period of time or number of matches.

- 50.11.6 The points and the goals gained as a result of the fielding of a defaulter, or otherwise improperly registered or ineligible player will be expunged.
- 50.12 The Disciplinary Committee will be advised, prior to passing sentence, that the offending party has been charged pursuant to a complaint.

## CHAPTER FIVE: DISCIPLINARY MATTERS

### 51 DISMISSALS

- 51.1 Any player dismissed from the pitch, tunnel or dressing rooms by the referee (i.e. “red carded” or sent off, including dismissal as a result of two (2) yellow cards awarded in the same match) for the first time in any season will be suspended from participation in the next two (2) matches to be played by his team in any official competition under the auspices of the League.
- 51.2 For each subsequent occasion that a player is dismissed during the same season the period of suspension will be increased by one (1) match from the suspension previously served.
- 51.3 Any period of suspension or part thereof which remains outstanding at the end of a season must be served at the commencement of the next season.
- 51.4 Any dismissal that occurs during a match stopped or abandoned before the end of regular time will be maintained.
- 51.5 The League will be responsible for keeping all records relating to dismissals and suspensions, and only the League’s records will be considered accurate and binding. Such records will be sent to clubs after every match in which they participate and the League will inform clubs when a suspension falls due.
- 51.6 This rule will only be applicable to dismissals that occur in a match forming part of an official competition of the League. For the purposes of this rule, “official competition” will not include Charity Cup matches.
- 51.7 The provisions of rules 51.1 to 51.6 above will also apply to club officials who are dismissed from the pitch, tunnel or the dressing rooms. When under suspension club officials may not enter the

perimeter demarcation. The referee will be the sole judge of what constitutes the area in question.

- 51.8 Where a player or official transfers to a new club during a period of suspension the counting of matches missed will also transfer to the new club from the time when the player or official becomes eligible for the new club.
- 51.9 A club may request a review in writing on the grounds of mistaken identity only. The review will be to the SAFA Referees' Review Committee.

## **52 CAUTIONS**

- 52.1 Any player who accumulates three (3) cautions (i.e. "yellow cards") in any season will be suspended from participation in the next one (1) match to be played by his team in any official competition under the auspices of the League.
- 52.2 Where a player receives a red card in a match any yellow cards received by the player in such match will not be counted for the purposes of this rule.
- 52.3 Once the player has served the suspension the player's total number of accumulated cautions will revert to zero (0) and counting will resume again. The cycle of counting of cautions and the resulting suspension may be repeated any number of times in a season.
- 52.4 Any caution that occurs during a match stopped or abandoned before the end of regular time will be maintained.
- 52.5 Any period of suspension or part thereof, which remains outstanding at the end of a season, must be served at the commencement of the next season. Any cautions accumulated during a season will not be carried to the next season.

- 52.6 The League will be responsible for keeping all records relating to cautions and suspensions, and only the League's records will be considered accurate and binding. Such records will be sent to clubs after every match in which they participate and the League will inform clubs when a suspension falls due.
- 52.7 This rule will only be applicable to cautions that occur in a match forming part of an official competition of the League. For the purposes of this rule, "official competition" will not include Charity Cup matches.
- 52.8 Where a player transfers to a new club during a period of suspension the counting of matches missed will also transfer to the new club from the time when the player becomes eligible for the new club
- 52.9 Players who have accumulated cautions and are transferred to a new club will carry over such cautions to the new club.
- 52.10 A club may request a review in writing on the grounds of mistaken identity only. The review will be to the SAFA Referees' Review Committee.

### **53 MISCONDUCT**

- 53.1 Misconduct is a breach of any of the following:
- 53.1.1 the Laws of the Game, provided that only serious breaches of the Laws of the Game will be subject to misconduct proceedings;
  - 53.1.2 the constitution or rules of the League;
  - 53.1.3 the constitution or regulations of SAFA;
  - 53.1.4 the statutes or regulations of FIFA;
  - 53.1.5 the statutes or regulations of CAF;
  - 53.1.6 an order, requirement or instruction of the League.

- 53.2 Without derogating from the generality of what constitutes an act of misconduct, the following are specifically declared to be acts of misconduct on the part of any person or body falling under the jurisdiction of the League:
- 53.2.1 By a club if it fails to provide adequate security at its ground. In this regard it will be presumed, unless the contrary is proved, that a club has failed to provide adequate security at its venue where the spectators at such venue, irrespective of their affiliation, commit acts or are responsible for conduct which is considered improper behaviour;
- 53.2.2 By a club if it fails to protect match officials against acts or attempted acts of violence of any other form of abuse before, during or after a match;
- 53.2.3 By a club if its supporters misbehave in any manner whatsoever, inside or outside the ground before, during or after a match, irrespective of where the match is played.
- 53.2.4 Notwithstanding any provision of these rules, where a club is charged with any offence in terms of this rule, such club will be guilty of such offence if the League shows that there was misbehaviour on the part of any spectators at the ground, unless such club satisfies the Disciplinary Committee of the League that the misbehaving spectators were not its supporters.
- 53.2.5 The following are specifically declared to be acts of misbehaviour:
- 53.2.5.1 invasion or attempted invasion of the demarcated area, save for reasons of crowd safety;
- 53.2.5.2 causing the abandonment or attempting to cause the abandonment of a match;

- 53.2.5.3            throwing or attempting to throw missiles, bottles and other objects, whether potentially harmful or dangerous or not, on to the pitch, or at any person;
- 53.2.5.4            setting off fireworks;
- 53.2.5.5            committing any act of violence;
- 53.2.5.6            failing to conduct themselves in an orderly fashion;
- 53.2.5.7            insulting or assaulting players, club officials, match officials or any other person present at a match;
- 53.2.5.8            maliciously damaging or attempting to damage any property at the ground;
- 53.2.5.9            committing any other act of unsporting behaviour.
- 53.2.6            To directly or indirectly interrupt, obstruct or disturb the normal proceedings of a match before, during or after the match;
- 53.2.7            To take part in any corrupt, dishonest or unlawful practice in connection with a match played under the auspices of the League, or in connection with the affairs of the League;
- 53.2.8            To give, offer or promise, whether directly or indirectly, any inducement, reward or bribe of whatsoever nature, to anybody whatsoever;
- 53.2.9            To accept any inducement, reward or bribe referred to in rule 53.2.8 above;
- 53.2.10            To fail to immediately report any act of alleged misconduct within its knowledge to the League;
- 53.2.11            To commit any act or makes any statement, either orally or in writing, or to be responsible for conduct which is considered

ungentlemanly, insulting or improper behaviour, or likely to bring the game, sponsors, any club, the League, SAFA, CAF or FIFA into disrepute.

- 53.2.11.1 Where a statement considered improper is attributed to an official or player in the media, the League will require the official or player to admit or deny, within five (5) days, of having made the statement
- 53.2.11.2 Where such a person admits the said statement, disciplinary action will be taken by the League.
- 53.2.11.3 Where the official or player denies having made the statement, that official or player will have to deny that statement at a press conference called by the League the expenses for which will be borne by the official or player.
- 53.2.11.4 Where the official or player has failed to deny the statement either to the directly to the League or at a press conference, the statement will irrefutably presumed to have been made by that official or player and will be referred to the Disciplinary Committee.
- 53.2.11.5 It is not a defence to a charge in terms of this rule to show that the statement was true or in the public interest unless the statement followed a grievance raised by that official or player which was discussed at a meeting of the Executive Committee or any other forum under the auspices of the League.

## **54 JURISDICTION**

- 54.1 The League will have the power to take disciplinary action in all cases where facts or matters give rise to an allegation against a club, player,

official, or any other person or body under its jurisdiction, of misconduct as contemplated by rule 53 above.

## **55 DISCIPLINARY COMMITTEES**

- 55.1 A Disciplinary Committee will be appointed as laid down in the constitution which will deal with all cases of alleged misconduct within its jurisdiction as contemplated by rule 54 above. The Disciplinary Committee which is to sit to consider a particular case will be appointed from the wider pool by the Chief Executive Officer.
- 55.2 The proceedings of a Disciplinary Committee will not be open to the public.
- 55.3 The Disciplinary Committee will observe the rules of natural justice but will not be bound by any enactment or rule of law relating to the admissibility of evidence in proceedings before a court of law.
- 55.4 The accused may be represented by any person of his choice.
- 55.5 The onus of proof in cases of alleged misconduct will rest on the League on a balance of probabilities.
- 55.6 On misconduct being proved to the satisfaction of the Disciplinary Committee, the Disciplinary Committee will have the power to impose any of the following sentences and only in the event that such sentence is a monetary fine, to order that any such fine or part thereof is suspended for a specified period on such terms and conditions as it considers appropriate:
- 55.6.1 Sentences common to natural and legal persons:
- 55.6.1.1 warning;
- 55.6.1.2 reprimand;

- 55.6.1.3 fine;
- 55.6.1.4 return of awards.
- 55.6.2 Sentences applicable only to natural persons
  - 55.6.2.1 caution;
  - 55.6.2.2 expulsion;
  - 55.6.2.3 match suspension;
  - 55.6.2.4 ban from the dressing rooms and/or the substitutes' bench;
  - 55.6.2.5 ban from entering a stadium;
  - 55.6.2.6 ban on taking part in any football related activity.
- 55.6.3 Sentences applicable only to legal persons
  - 55.6.3.1 playing a match without spectators;
  - 55.6.3.2 playing a match on neutral territory;
  - 55.6.3.3 ban on playing in a particular stadium;
  - 55.6.3.4 annulment of the result of a match;
  - 55.6.3.5 a recommendation for expulsion from the League;
  - 55.6.3.6 demotion to the next lower division;
  - 55.6.3.7 deduction of points;
  - 55.6.3.8 forfeiture of a match.
- 55.6.4 All fines imposed will be levied and paid in South African Rands;
- 55.6.5 The maximum fine that may be imposed on

- 55.6.5.1 a club is R500 000;
- 55.6.5.2 a player or an official of a club is R100 000; and
- 55.6.5.3 any other natural person not referred to above is R10000

## **56 THE INSTITUTION OF DISCIPLINARY CHARGES**

- 56.1 The power to prosecute misconduct proceedings excluding protests and complaints before the Disciplinary Committee vests exclusively in the League.
- 56.2 In the case of protests and complaints, the protesting or complaining club will prosecute the protest or complaint.
- 56.3 The Executive Committee will have the power to appoint a pro-forma prosecutor to represent the League in all cases of misconduct before the Disciplinary Committee.
- 56.4 All parties, involved in a disciplinary matter will be summoned by the League and notified of the date, time and place of the hearing.
- 56.5 The notice must be received by noon of the second working day prior to the hearing of the matter, and the parties will be entitled to be personally present at the hearing at their costs.
- 56.6 In the case where a party has been charged with committing an act of misconduct, such summons will set out concisely the charges preferred against such party.
- 56.7 If a summons is found to be defective the Disciplinary Committee may allow the pro-forma prosecutor to amend it at the hearing so that the hearing may proceed.
- 56.8 Should any party properly summoned fail to be present at the hearing, the Disciplinary Committee will have the right to continue with the

hearing in the absence of such party, or it will have the power to summarily suspend such party until it appears before it.

- 56.9 Parties summoned or called as a witness to appear before the Disciplinary Committee will be entitled to representation or other assistance.
- 56.10 Where a party is summoned to appear before the Disciplinary Committee on any charge of misconduct, and the Chief Executive Officer in consultation with the pro-forma prosecutor believes that a Disciplinary Committee on convicting the party in question will not impose a fine exceeding R5 000,00 (Five Thousand Rand):
- 56.10.1 the Chief Executive Officer may endorse the said summons to the effect that should such party admit his guilt in respect of the act of misconduct in question, then such party will pay the fine stipulated in the summons without appearing before the Disciplinary Committee;
- 56.10.2 The summons will stipulate that the admission of guilt will be paid before a date specified in the summons;
- 56.10.3 An admission of guilt fine may be refused by the Chief Executive Officer or the pro-forma prosecutor if tendered or paid after the date stipulated in the summons for the payment of such fine, in which case the hearing of the matter will take place before the Disciplinary Committee.
- 56.10.4 The aforesaid provisions will not be construed as preventing the Chief Executive Officer in consultation with the pro-forma prosecutor from reducing an admission of guilt fine if good cause be shown.

- 56.10.5 A summons will not be endorsed with provisions for admissions of guilt fine if the offending person or club is charged and summoned pursuant to a protest or a complaint.
- 56.11 No party other than a party summoned or called as a witness to appear before the Disciplinary Committee will be entitled to attend a hearing of the Disciplinary Committee except with the permission of the Disciplinary Committee.
- 56.12 The League or the Disciplinary Committee may at any stage subpoena any person or body bound by the constitution and these rules to give evidence or produce any book, paper or document in a hearing before the Disciplinary Committee.
- 56.13 The League will furthermore issue a subpoena in terms of rule 56.12 above, at the request of a party summoned by the League, provided a sum of money to cover the costs thereby entailed is deposited with the League prior to the issue of such a subpoena.
- 56.14 A witness subpoenaed to attend a hearing of the Disciplinary Committee who fails to attend, or to remain in attendance at such a hearing until excused by the Disciplinary Committee, will be guilty of misconduct.
- 56.15 If any witness present at a hearing is required to give evidence at such hearing and refuses to answer any question put to him, or refuses or fails to produce any book, paper or document required to be produced by him, the Disciplinary Committee may in summary manner enquire into such refusal or failure, and unless the person refusing or failing has a just excuse for his refusal or failure, will sentence such a person to a fine not less than R10 000.00 (ten thousand rand) over and above any other sentence it deems appropriate which may be provided for in the constitution and these rules.

## **57 PROCEDURE BEFORE THE DISCIPLINARY COMMITTEE**

- 57.1 Any matter before the Disciplinary Committee will be decided on a balance of probabilities.
- 57.2 The onus of proving the charge will lie with the League, which must prove the charge on a preponderance of probabilities.
- 57.3 The pro-forma prosecutor conducting a prosecution may:
- 57.3.1 before the accused pleads to a charge withdraw that charge, in which event the accused will not be entitled to a verdict of acquittal in respect of that charge;
  - 57.3.2 at any time after an accused has pleaded to a charge, but before conviction, stop the prosecution in respect of that charge, in which event the Disciplinary Committee hearing the matter will acquit the accused in respect of that charge
- 57.4 The pro-forma prosecutor will read out the summons addressed to the accused and the accused will then be asked by the Chairman of the Disciplinary Committee to plead “guilty” or “not guilty” to the charges. A plea by the accused that he has already been convicted or acquitted of the offence with which he is being charged may be pleaded together with a plea of “not guilty”.
- 57.5 Where the accused pleads “guilty” to the charges, the Disciplinary Committee will, if satisfied that the accused is guilty of the offence to which he has pleaded “guilty”, convict the accused on the accused’s plea of “guilty”. Nothing in this rule will prevent the pro-forma prosecutor from presenting evidence on any aspect of the charge, for the purposes of determining an appropriate sentence.
- 57.6 Where the accused pleads “not guilty” the Disciplinary Committee may, in its discretion, ask the accused whether he wishes to make a statement indicating the basis of his defence. Where the accused

does not make a statement or does so and it is not clear from the statement to what extent the accused denies or admits the issues raised by the plea, the Disciplinary Committee may question the accused in order to establish which allegations in the charge are in dispute. The Disciplinary Committee may in its discretion, put any question to the accused to clarify any matter raised under this provision, and will enquire from the accused whether an allegation which is not placed in issue by the plea of “not guilty” may be recorded as an admission by the accused of the allegation, and if the accused so contests, such admission will be recorded and will be sufficient proof of such fact.

- 57.7 There will then if applicable be read out the reports of the various match officials. The accused will be asked if he admits the allegations in the reports. If the accused admits the allegations in the reports, the pro-forma prosecutor will at his discretion, decide whether he wishes to call the said match officials to amplify their reports. If the accused disputes the allegations in the reports the pro-forma prosecutor will call the match officials to give evidence. The cost of calling such officials will be for the accused’s account save and except where the accused is found not guilty, whereupon the cost will be for the League’s account.
- 57.8 The accused will be allowed to cross-examine every match official giving evidence on behalf of the Executive Committee, or the League provided such question are relevant to the matters in issue. At any time the Chairperson and through him, members of the Disciplinary Committee may question match officials giving evidence on behalf of the Executive Committee.
- 57.9 The pro-forma prosecutor may then call other witnesses in support of the charge/s. The accused will have the right to ask questions of such

other witnesses. Such other witnesses may also be questioned by the members of the Disciplinary Committee.

- 57.10 At the conclusion of such evidence, the prosecution's case will be closed.
- 57.11 The accused may then give evidence on his own behalf and in such event he may be questioned by the pro-forma prosecutor and the Disciplinary Committee.
- 57.12 The accused may then call witnesses to each of whom questions may be put by the accused, in which event they may be questioned by the pro-forma prosecutor and the Disciplinary Committee.
- 57.13 At the conclusion of such evidence the accused's case will be closed.
- 57.14 The Disciplinary Committee may if it thinks it is desirable, or on request by the League or the accused, allow further evidence to be led by either the pro-forma prosecutor or the accused, or by both, after their cases are already closed.
- 57.15 Save where otherwise provided for in the constitution or rules of the League, no document will be accepted in evidence unless the author thereof will be present for the purposes of being questioned with regard thereto, unless the contents thereof are not disputed.
- 57.16 "Hearsay" evidence will not be allowed and all extraneous matters in the evidence will be ruled "out of order" save that television and video recordings may be used by any party to the proceedings (although this evidence will not affect any decision of fact taken by the match official).
- 57.17 No evidence on any previous misconduct of the accused will be admitted, unless the accused will have put his character in issue.

- 57.18 After all evidence has been led, the pro-forma prosecutor will be allowed to address the Disciplinary Committee on the evidence and the legal position, and this will be allowed irrespective of whether the accused has led evidence or not.
- 57.19 Thereafter, the accused will likewise be allowed to address the Disciplinary Committee. The pro-forma prosecutor may reply on any question, which the accused has raised in his address.
- 57.20 Upon the conclusion of the case, the Disciplinary Committee will deliberate thereon in camera.
- 57.21 Once a decision has been reached, the parties will be recalled and the Chairman will announce the verdict.
- 57.22 If the accused is found “not guilty” the session will be declared closed.
- 57.23 If the accused is found “guilty” or the accused has pleaded “guilty”, the pro-forma prosecutor will be entitled to make presentations regarding a suitable sentence to be imposed and the accused will be entitled to address the Disciplinary Committee in mitigation of sentence.
- 57.24 Thereupon, the Disciplinary Committee will deliberate in camera upon the sentence to be imposed.
- 57.25 Once a decision has been reached, the parties will be recalled and the Chairperson will announce the sentence.

## **58 COMPLIANCE WITH PENALTIES OR ORDERS IMPOSED**

- 58.1 Penalties or orders imposed by the Disciplinary Committee or other body of the the League or SAFA will only become effective when the internal remedies available to the party/parties so sentenced have

been exhausted, or when the prescribed time limit to exercise the next available internal remedy has expired.

- 58.2 Anyone who fails to pay another party such as a player or a club a sum of money in full by the due date, or a period of thirty days if no due date is specified, even though instructed to do so by a body of the League or SAFA (including the Dispute Resolution Chamber):
- 58.2.1 will be sanctioned with a minimum fine of R10000 for failing to comply with the instructions issued by the body that ordered the payment;
  - 58.2.2 will be given a final time limit by the Chief Executive Officer of the League in which to settle the debt;
  - 58.2.3 if it is a club, it will be advised that the Chief Executive Officer will order the amount concerned to be deducted from the grant paid by the League to the club. If the club disregards the final time limit, the Chief Executive Officer will have the power to implement the deduction and pay the amount to the aggrieved party;
  - 58.2.4 if the offending party is a player the Chief Executive Officer will order that the player be suspended until such time as the debt is settled.

## **59 DISCIPLINARY RULES AND THE OUTCOME OF COMPETITIONS**

- 59.1 The rules of any competitions under the auspices of the League may prescribe disciplinary procedures that will expedite misconduct hearings:
- 59.1.1 in the case of a cup competition, before the fixtured date for the next round of the competition; and
  - 59.1.2 in the case of a League competition, within three (3) weeks of the date of the alleged misconduct.

- 59.1.3 The procedures prescribed in the competition rules must be consistent with the principles of fairness and may include:
- 59.1.3.1 the direct referral to arbitration of the dispute in terms of the SAFA constitution or a modified arbitration process specified in the competition rules;
  - 59.1.3.2 shorter periods for the processing of the disputes in question;
  - 59.1.3.3 special procedures or sentencing limitations in proceedings arising out of complaints or protests.