



# **THE NATIONAL SOCCER LEAGUE**

## **HANDBOOK**

## TABLE OF CONTENTS

### Page No.

### CONSTITUTION

1.	INTERPRETATION .....	6
2.	INTRODUCTION.....	10
3.	NAME.....	10
4.	LEGAL CHARACTER AND STATUS.....	10
5.	LOCATION AND AREA OF OPERATIONS.....	11
6.	COLOURS - LOGO AND INTANGIBLE ASSETS .....	11
7.	AFFILIATION .....	11
8.	OBJECTS OF THE LEAGUE .....	11
9.	POWERS OF THE LEAGUE .....	12
10.	MEMBERSHIP OF THE LEAGUE .....	14
11.	PROMOTION AND RELEGATION .....	15
12.	MEMBER FINANCIAL STATEMENTS.....	15
13.	FURNISHING OF GUARANTEES .....	15
14.	ACQUISITION AND OWNERSHIP OF A CLUB.....	16
15.	CHANGE OF NAME OR HOME VENUE.....	17
16.	BOARD OF GOVERNORS .....	17
17.	THE EXECUTIVE COMMITTEE.....	18
18.	THE CHIEF EXECUTIVE OFFICER.....	18
19.	STANDING AND AD-HOC COMMITTEES .....	19
20.	SUB-COMMITTEES .....	19
21.	PROSECUTOR.....	19
22.	DISCIPLINARY COMMITTEE .....	20
23.	DISPUTE RESOLUTION CHAMBER .....	21
24.	APPEALS.....	25
25.	EXHAUSTION OF INTERNAL REMEDIES .....	25
26.	APPEALS.....	25
27.	ARBITRATION .....	25
28.	EXHAUSTION OF INTERNAL REMEDIES .....	26
29.	ELECTION OF THE EXECUTIVE COMMITTEE .....	26
30.	VOTING POWERS AT GENERAL MEETINGS.....	28
31.	VACANCY ON THE EXECUTIVE COMMITTEE .....	29
32.	ANNUAL GENERAL MEETING .....	30

33.	QUADRENNIAL GENERAL MEETING.....	32
34.	BOARD OF GOVERNORS MEETINGS.....	34
35.	QUORUM AT GENERAL MEETINGS .....	34
36.	QUORUM AT EXECUTIVE COMMITTEE MEETINGS .....	35
37.	QUORUM AT STANDING COMMITTEE MEETINGS .....	35
38.	QUORUM AT SUB-COMMITTEES.....	35
39.	AMENDMENT OF CONSTITUTION AND RULES.....	35
40.	BOOKS AND REGISTERS .....	36
41.	COMPETITIONS.....	36
42.	VALIDITY OF ACTS.....	37
43.	DISSOLUTION .....	37
44.	TRUSTEES.....	37
45.	INTERPRETATION AND APPLICATION OF ARTICLES AND RULES .....	38
46.	CODE OF ETHICS .....	38
47.	GENERAL .....	39
1.	SCOPE OF APPLICATION: SUBSTANTIVE LAW .....	40
2.	SCOPE OF APPLICATION: NATURAL AND LEGAL PERSONS .....	40

## **RULES**

### **CHAPTER 1: STRUCTURE AND PARTICIPATION ..... 40**

3.	COMPOSITION .....	40
4.	LEAGUE STRUCTURE.....	40
5.	PARTICIPATION AND ENTRY.....	40
6.	TROPHIES AND AWARDS .....	41
7.	PROMOTION AND RELEGATION .....	42
8.	TECHNICAL RULES .....	42
9.	DATES AND VENUES OF MATCHES .....	43
10.	PLAYERS SELECTED FOR REPRESENTATIVE MATCHES.....	44
11.	MATCHES IN ACCORDANCE WITH THE LAWS OF THE GAME .....	45
12.	MEMBER CLUB OFFICIALS WITHIN THE PERIMETER DEMARCATION.....	45
13.	DURATION OF MATCHES .....	45
14.	GROUNDS, EQUIPMENT AND SERVICES .....	45
15.	ARRIVAL AT THE GROUND .....	49
16.	TEAM SHEETS .....	50
17.	COLOURS AND NUMBERS OF TEAM OUTFITS .....	51
18.	COMPLIANCE MANUAL AND DIRECTIVES .....	52

19.	CLUB LICENSING REGULATIONS.....	52
20.	MATCH OFFICIALS .....	53
21.	MATCH COMMISSIONERS.....	53
22.	COMMERCIAL AND FINANCIAL PROVISIONS .....	54
23.	INSURANCE.....	55
24.	CONTACT WITH SPONSORS .....	55
25.	LOCAL FRIENDLIES.....	55
26.	INTERNATIONAL FRIENDLIES.....	55
27.	UNDERTAKING BY CLUBS, CLUB OFFICIALS AND PLAYERS .....	56
<b>CHAPTER 2: THE STATUS, REGISTRATION AND TRANSFER OF PLAYERS .....</b>		<b>57</b>
28.	INTRODUCTION.....	57
29.	PLAYERS' STATUS.....	57
30.	PLAYER ELIGIBILITY.....	57
31.	PLAYER REGISTRATION: GENERAL .....	58
32.	AMATEUR PLAYERS IN THE LEAGUE.....	61
33.	PROFESSIONAL PLAYERS.....	61
34.	FOREIGN PLAYERS.....	61
35.	UNDER TWENTY THREE PLAYERS .....	62
36.	PROTECTION OF MINORS .....	62
37.	AMATEUR TRANSFERS WITHIN SOUTH AFRICA.....	62
38.	TRANSFERS OF PROFESSIONAL PLAYERS WITHIN SOUTH AFRICA .....	63
39.	LOAN TRANSFERS .....	64
40.	INTERNATIONAL TRANSFERS.....	65
41.	PROFESSIONAL PLAYERS' CONTRACTS .....	65
<b>CHAPTER 3: DISPUTE RESOLUTION .....</b>		<b>67</b>
42.	TERMINATION OF EMPLOYMENT CONTRACTS FOR SPORTING JUST CAUSE.....	67
43.	FREE AGENCY .....	67
44.	JURISDICTION AND POWERS.....	68
45.	PROCEDURES BEFORE THE DISPUTE RESOLUTION CHAMBER.....	69
46.	COMPENSATION FOR THE TRAINING, DEVELOPMENT AND EDUCATION OF YOUNG PLAYERS .....	73
47.	CATEGORIES OF CLUBS.....	74
48.	DETERMINATION OF COMPENSATION.....	74
49.	PAYMENT OF COMPENSATION .....	74
50.	OVERDUE PAYABLES .....	75

<b>CHAPTER 4: PROTESTS AND COMPLAINTS .....</b>	<b>77</b>
51. PROTESTS .....	77
52. COMPLAINTS.....	78
<b>CHAPTER 5: DISCIPLINARY MATTERS.....</b>	<b>81</b>
53. DISMISSALS.....	81
54. CAUTIONS.....	81
55. MISCONDUCT.....	82
56. JURISDICTION .....	85
57. DISCIPLINARY COMMITTEES .....	85
58. SPECIFIC SANCTIONS .....	88
59. ANTI-DOPING.....	90
60. TIME LIMITS FOR PROSECUTION .....	90
61. THE INSTITUTION OF DISCIPLINARY CHARGES.....	90
62. PROCEDURE BEFORE THE DISCIPLINARY COMMITTEE .....	91
63. COMPLIANCE WITH PENALTIES OR ORDERS IMPOSED .....	93
64. DISCIPLINARY RULES AND URGENCY .....	93

## CONSTITUTION

### 1. INTERPRETATION

In this *NSL Handbook*, unless the context clearly indicates otherwise, expressions in the singular also denote the plural and *vice versa*, words denoting natural persons also refer to juristic persons and *vice versa*, pronouns of any gender include corresponding pronouns of the other gender, and the words defined below shall bear the following meanings:–

- 1.1. **“Alternative Home Venue”** means the alternative home *ground* registered with the *League* by a *Member Club*;
- 1.2. **“Articles”** mean the articles of this *Constitution* of the *League*;
- 1.3. **“Auditor”** mean the auditor of the *League*;
- 1.4. **“Board of Governors”** means the chairpersons of the *Member Clubs* or their duly appointed representatives ;
- 1.5. **“CAF”** means the “*Confederation Africaine De Football*” the continental federation regulating *football* on the African continent;
- 1.6. **“CAF Statutes”** or **“Statutes of CAF”** includes the founding documents, rules, and regulations of *CAF*;
- 1.7. **“Chairperson of the League”** means the office bearer elected as such in terms of this *Constitution*;
- 1.8. **“Chief Executive Officer”** or **“CEO”** means the Chief Executive Officer of the *League*;
- 1.9. **“clearance certificate”** means a document issued by a *club* to a *Player* indicating that the *Player* has been released by that *club*;
- 1.10. **“club”** means any *football club* registered with or affiliated to a federation, association, or body, recognised by *FIFA*;
- 1.11. **“Coach”** means a person appointed by a *Member Club* and registered with the *League* to manage, coach, train or otherwise prepare a *Member Club* team;
- 1.12. **“Code of Ethics”** means the code contained in this *NSL Handbook* and which applies to every *Member Club*, *Member Club Official*, *Player* or person that is subject to the jurisdiction of the *League*;
- 1.13. **“Colours of a Member Club”** means the colours and style of the *team outfit* used by a *Member Club* and registered with the *League* prior to the start of each *Season*;
- 1.14. **“Competition”** refers to league, knock-out, promotion play-off, qualification or any other competitions organised or administered under the auspices of the *League*;

- 1.15. **“Constitution”** means the constitution of the *League* as contained in this *NSL Handbook*;
- 1.16. **“contract”** or **“agreement”** means a written agreement, signed by or on behalf of the parties to that *agreement*, or in the case of a *minor* by his natural guardian, and any *contract* or *agreement* which is not in writing and signed by or on behalf of the parties to that *agreement*, will be void;
- 1.17. **“day”** means any day other than a Saturday, Sunday or public holiday (as defined in the Public Holidays Act No. 36 of 1994);
- 1.18. **“dispute”** includes an alleged dispute or difference;
- 1.19. **“Electoral Officer”** means the *Auditor* of the *League* at the time of a Quadrennial General Meeting;
- 1.20. **“Executive Committee”** means the committee elected by the *Member Clubs* in terms of this *NSL Handbook*;
- 1.21. **“FIFA”** means the “*The Fédération Internationale de Football Association*” which is the international governing body of *football*;
- 1.22. **“FIFA Statutes”** or **“Statutes of FIFA”** includes the statutes, rules, regulations and binding directives of *FIFA*;
- 1.23. **“Financial Year”** means the period running from 1 August of one year to 31 July of the following year;
- 1.24. **“fixture”** means the date, time, and venue of a *match* as scheduled by the *League*;
- 1.25. **“football”** means the sport of association *football* regulated internationally under the auspices of *FIFA*;
- 1.26. **“Fine”** is a monetary penalty which may be imposed by or on behalf of the *League*. *Fines* attract Value Added Tax (VAT) and are expressed in this *NSL Handbook* on a VAT exclusive basis;
- 1.27. **“free agent”** means a *Player* who has been declared a *free agent* by the Dispute Resolution Chamber of the *League* or by a *SAFA Tribunal*, a *FIFA Tribunal*, or a Court of Law;
- 1.28. **“General Meeting”** means an Annual General Meeting, a Quadrennial General Meeting and a meeting of the *Board of Governors*;
- 1.29. **“ground”** is the area incorporating the turnstiles, stands and spectator seating, dressing rooms, the *pitch*, and controlled environments making up the venue for a *match*;

- 1.30. **“Home Venue”** means the home *ground* registered with the *League* by a *Member Club*;
- 1.31. **“Intermediary”** mean a representative of a *Member Club* or *Player* recognized as such by *FIFA* or *SAFA*;
- 1.32. **“Judicial Tribunals”** mean the Disciplinary Committee and the Dispute Resolution Chamber;
- 1.33. **“just cause”** means any cause or reason recognized in South African Law or by the *Judicial Tribunals*;
- 1.34. **“Laws of the Game”** means the Laws of the Game determined by the International Football Association Board and *FIFA*;
- 1.35. **“League”** is the National Soccer League, an association of professional *football clubs* which *promotes*, administers, controls, governs and regulates professional *football* in South Africa and is the Special Member of *SAFA*;
- 1.36. **“legal guardian”** means a parent or any person appointed by a Court of Law to manage the affairs of a *minor*;
- 1.37. **“Marks”** of a *Member Club* mean the registered or unregistered trademarks, logo or any depiction on its *team outfit*;
- 1.38. **“match”** means a *football match* in terms of the *Laws of the Game*;
- 1.39. **“Match Officials”** mean match commissioners, referees, assistant referees, reserve officials and 4<sup>th</sup> (fourth) officials;
- 1.40. **“Member Club”** means a professional *football club* registered as such with the *League*;
- 1.41. **“Member Club Official”** means any person associated with or employed by or contracted to a *Member Club* who is:–
  - 1.41.1. listed on the *Member Club*’s annual membership form,
  - 1.41.2. registered with; or
  - 1.41.3. accredited in any capacity by the *League*;
- 1.42. **“minor”** is an individual who has not yet attained his 18<sup>th</sup> (eighteenth) year;
- 1.43. **“Name of a Member Club”** means the name that a *Member Club* has registered with the *League*;
- 1.44. **“National Constitution”** means the *Constitution* of the Republic of South Africa, 1996;



- 1.45. **“National First Division”** is the division of the *League* immediately below the *Premier Division*;
- 1.46. **“NSL Handbook”** means this document which incorporates the *Constitution* and *Rules* of the *League*;
- 1.47. **“Official break in the fixtures”** means a break in the fixtures that is deemed to be an official break by the *Executive Committee* from time to time;
- 1.48. **“perimeter demarcation”** means the fence, moat, or other designated boundary that separates the *pitch* from the spectators;
- 1.49. **“pitch”** means the part of the field enclosed by the touchlines and the goal lines;
- 1.50. **“Player”** means a *football* player whether amateur or professional;
- 1.51. **“Premier Division”** is the top division of the *League*;
- 1.52. **“promotes”** means to market, advertise and generate funds;
- 1.53. **“Prosecutor”** means a person appointed by the *Executive Committee* to investigate, deal with and prosecute misconduct matters on the *League’s* behalf;
- 1.54. **“registration card”** means the card issued by the *League* to registered *Players* and *Member Club Officials* who are authorised to sit on the *Member Club* team’s bench.
- 1.55. **“Rules”** means the Rules of the *League* made in terms of the *Constitution*;
- 1.56. **“SAFA”** means the South African Football Association the national association governing *football* in South Africa to which the *League* is affiliated as the Special Member and which is in turn affiliated to *CAF* and *FIFA*;
- 1.57. **“SAFA Appeals Board”** means the appeal body constituted in terms of the *SAFA Statutes*;
- 1.58. **“SAFA promotional league”** means the *SAFA* league immediately below the professional ranks in which amateur *clubs* participate to seek promotion to the *League*;
- 1.59. **“SAFA Statutes”** or **“Statutes of SAFA”** includes the constitution, rules, and regulations of *SAFA*;
- 1.60. **“SAFA Tribunal”** includes a *SAFA* Dispute Resolution Committee, a *SAFA* Disciplinary Committee, a *SAFA Appeals Board* or a *SAFA* Arbitrator or Arbitration Tribunal;

- 1.61. **“Season”** means the professional *football* season of the *League* commencing 1 August in one year and terminating on 30 June of the following year or such later date as may be determined by the *Executive Committee*;
- 1.62. **“Sponsor of the League”** means an official sponsor of the *League* designated as such by the *Executive Committee*;
- 1.63. **“Sporting sanctions”** means sanctions that are provided for in the *FIFA* Regulations on the Status and Transfer of Players and which the Dispute Resolution Chamber may hand down together with any other order or relief;
- 1.64. **“Standing Committee”** means any committee identified as such by the *League*;
- 1.65. **“Supplier of the League”** means an official supplier to the *League* designated as such by the *Executive Committee*;
- 1.66. **“team outfit”** means all versions of a *Member Club*’s official *football* clothing;
- 1.67. **“Sub-Committee”** means a Sub-Committee appointed by the *Executive Committee*;
- 1.68. **“wound up”** includes liquidation of a legal entity, sequestration of the estate of an individual or any process which results in the estate or affairs of a person or entity being placed under administration by order of a Court of Law.

## 2. INTRODUCTION

All *Member Clubs*, *Member Club Officials*, directors, full or part-time employees, duly authorised representatives, *Players*, *Intermediaries* or any party (including any third party as defined in Art 18 *bis* of the *FIFA* Regulations on the Status and Transfer of Players ) to whom any obligation in terms of the *NSL Handbook* has been delegated by a *Member Club*, will be bound by the *NSL Handbook*.

## 3. NAME

- 3.1. The name of the association is the National Soccer League which conducts its affairs under the name and style of the Premier Soccer League, and described from time to time herein as **“the League”**.
- 3.2. Any reference to the *League*, the National Soccer League or the NSL, or the Premier Soccer League or PSL, is to the association constituted and described in this *NSL Handbook*.

## 4. LEGAL CHARACTER AND STATUS

- 4.1. The *League*:–

4.1.1. is a private association, a *universitas personarum*, having legal personality as distinct from its members and can litigate or act or be litigated or acted against in its own name;

4.1.2. has perpetual succession, the capacity to acquire rights and incur obligations, and to own property, both corporeal and incorporeal, but may not have an interest in a *Member Club*.

4.2. The property and funds of the *League* vest in the *League* as a juristic person and no *Member Club* of the *League* will have or at any time acquire any right or claim to the property or funds of the *League*.

4.3. The *League* promotes, administers, controls, governs and regulates all professional football in South Africa in accordance with the prescripts of *FIFA*, *CAF*, and *SAFA* within the constraints of South African law and the *National Constitution* and in accordance with this *NSL Handbook*.

## 5. LOCATION AND AREA OF OPERATIONS

The head office of the *League* is situated in Johannesburg and its area of jurisdiction is the Republic of South Africa.

## 6. COLOURS - LOGO AND INTANGIBLE ASSETS

All logos, marketing materials, names, phrases, trade descriptions and trademarks of the *League*, (whether duly registered or not), constitute the intangible assets of the *League*, and are its sole property.

## 7. AFFILIATION

7.1. The *League* –

7.1.1. is the Special Member of *SAFA* as defined in the *SAFA Statutes*;

7.1.2. promotes, administers, controls, governs and regulates all professional football in South Africa within the confines of the *SAFA*, *CAF* and *FIFA Statutes* and the *NSL Handbook*.

7.2. The *League* is the only professional football body recognised by *SAFA*, and is responsible for regulating and controlling the Premier and *National First Divisions*.

## 8. OBJECTS OF THE LEAGUE

8.1. The objects of the *League* are to:–

8.1.1. promote, administer, control and govern all professional football in South Africa in accordance with the prescripts of *FIFA*, *CAF*, and *SAFA* within the constraints of South African law;

- 8.1.2. regulate:–
- 8.1.2.1. Club licensing and *Member Club* registration in accordance with the regulations prescribed by *FIFA*, *CAF* and *SAFA* in professional *football*;
  - 8.1.2.2. *Player* registration, transfers, and training and development compensation in professional *football*;
  - 8.1.2.3. Registration or accreditation of *Member Club Officials*;
  - 8.1.2.4. *Competitions*, *matches*, venues, security, safety and other standards in professional *football*;
  - 8.1.2.5. Misconduct and disciplinary proceedings and non-disciplinary *dispute* resolution in professional *football*;
  - 8.1.2.6. The granting or refusal of approvals as prescribed in this *NSL Handbook*; and
  - 8.1.2.7. All other such things as may be necessary to give effect to the objects of the *League*.
- 8.1.3. enforce and uphold the integrity of the *Laws of the Game*, and to protect professional *football* from any form of abuse;
- 8.1.4. resolve *disputes* that may arise between the *League*, *Member Clubs*, *Member Club Officials*, *Intermediaries* or *Players* falling under the jurisdiction of the *League*;
- 8.1.5. administer the funds of the *League* for the advancement of professional *football*;
- 8.1.6. do all such things as may be incidental or conducive to the attainment of any of these objectives.

## 9. POWERS OF THE LEAGUE

- 9.1. The *League* has the power to do any act or thing as may be required to give effect to any of the objects of the *League* including but not limited to the following powers:–
- 9.1.1. to employ staff on the basis of a policy of fair employment and equal opportunity as prescribed by the law, and in accordance with the *National Constitution*;
  - 9.1.2. to appoint suppliers, service providers and contractors;
  - 9.1.3. to confer honours and awards on individuals and others in recognition of their contribution to professional *football* in South Africa;

- 9.1.4. to grant practical and financial assistance to individuals and organisations consistent with the objects of the *League*;
- 9.1.5. to enter into donor or sponsorship funding arrangements with organisations or individuals;
- 9.1.6. to take, lease, purchase or otherwise acquire such moveable or immovable property which may be deemed necessary or convenient for any of the objects of the *League*;
- 9.1.7. to improve, manage, develop, exchange, lease, mortgage, sell, dispose of, turn to account and grant options, rights and privileges in respect of, or otherwise deal with, all of any part of the property and rights of the *League*;
- 9.1.8. to make payments out of and administer the funds of the *League* in such manner as it may be deemed best to achieve the objects of the *League*;
- 9.1.9. to open and operate banking accounts, make funding arrangements and to invest the funds of the *League* with registered financial institutions;
- 9.1.10. to make *Rules* which will shall not be inconsistent with the terms of the *Constitution and the Statutes of FIFA, CAF and SAFA* to give effect to the objects of the *League*;
- 9.1.11. to keep books of accounts and prepare annual financial statements in accordance with generally acceptable accounting practices;
- 9.1.12. to keep all relevant records and registers as required by law;
- 9.1.13. to appoint the *Auditors* of the *League*;
- 9.1.14. to elect the *Executive Committee of the League*;
- 9.1.15. to appoint the *Chief Executive Officer*, the *Prosecutor*, the members of the *Judicial Tribunals* and *Standing Committees*, and such *Sub-Committees* as may be considered necessary;
- 9.1.16. to suspend, fine, terminate the membership of or otherwise sanction or deal with any *Member Club*, *Member Club Official*, *Player* or individual falling under the jurisdiction of the *League* for infringing the *NSL Handbook* or for engaging in acts of misconduct, improper practices, acts of defiance, or for bringing the *League* into disrepute.

## 10. MEMBERSHIP OF THE LEAGUE

- 10.1. The members of the *League* are the *Member Clubs* that participate in the Premier and *National First Divisions* of the *League*.
- 10.2. *Member Clubs* are bound by the *NSL Handbook* and will enjoy the rights, entitlements, benefits and privileges provided by the *League* and be liable for all fees, payments and subscriptions that may be due to the *League*.
- 10.3. No *Member Club* will have or acquire any right, title or interest to or in the property or funds of the *League*.
- 10.4. *Member Clubs* must submit their annual membership forms in compliance with this *NSL Handbook* by 30 June each year.
- 10.5. A club from the *SAFA promotional league* which elects to participate in the *League* must lodge the prescribed membership forms together with the relevant documents from *SAFA* by 30 June with the *League*.
- 10.6. In the event of late submission of the membership form any moneys that may otherwise have been payable by the *League* to a *Member Club* will be forfeited for each month or part thereof that the form is outstanding.
- 10.7. If the membership form is still outstanding on 1 August then the *Member Club* will forfeit all *matches* until such time as the membership form is received.
- 10.8. No *Member Club* may renew its membership with the *League* where, at the time of such application to the *League*:–
  - 10.8.1. Such *Member Club* is in breach of any order or award of the Disciplinary Committee or Dispute Resolution Chamber of the *League* or such other order or award as may have been made by a *SAFA Appeals Board* or a *SAFA Arbitrator* or Arbitration Tribunal on appeal from a *Judicial Tribunal*; or
  - 10.8.2. Such *Member Club* is in arrears with any moneys due, owing and payable to the *League*.
- 10.9. A *Member Club* that sells, disposes, or transfers its rights of membership, or is relegated from the *National First Division* will no longer have any right or entitlement, benefit or privilege as a Member.
- 10.10. A *Member Club*, by virtue of its membership of the *League*, authorises the *League* to deduct from the moneys payable to the *Member Club* any sums due by the *Member Club* to the *League* or to other *Member Clubs*, *Member Club Officials*, *Players* or any persons falling under the jurisdiction of the *League*.
- 10.11. No *Member Club* or *Member Club Official*, or registered *Player* of a *Member Club*, may have any interest whether directly or indirectly, or be involved, in any capacity

or have any power to influence the management or affairs of more than 1 (one) *Member Club*, or act as an *Intermediary*.

- 10.12. No more than 1 (one) team directly or indirectly affiliated or connected to the same *Member Club* will be permitted to participate in any *Competition* of the *League*, in the same *Season*.
- 10.13. Membership of the *League* and the right to participate in the *League* is inextricably bound to a *Member Club* and can only be acquired or lost by promotion and relegation in terms of the *NSL Handbook* and may not be directly or indirectly transferred to any other *Member Club*, *club*, person, or entity, save as expressly provided for and then in accordance with this *NSL Handbook*.
- 10.14. The membership of a *Member Club* may, upon recommendation by the *Executive Committee*, be cancelled by the *Board of Governors* if it is found that the *Member Club* has misrepresented material information either in its initial application or any subsequent application for renewal.
- 10.15. A *Member Club* that has had its membership cancelled or which has been expelled or suspended will remain liable for any moneys that may be owing to the *League* or to other *Member Clubs*, *Member Club Officials* or *Players* but may not recover any moneys already paid by it to the *League*.
- 10.16. Should a *Member Club* not be able to fulfil its obligations to the *League* or be *wound up*, the *Executive Committee* may recommend cancellation of its membership to the *Board of Governors*.

## **11. PROMOTION AND RELEGATION**

- 11.1. Promotion and relegation as between divisions of the *League* and to and from the *League* will be dealt with in accordance with the relevant provisions of the *Rules*.
- 11.2. The *Executive Committee* or a *Member Club* may recommend a change to the structures of the divisions of the *League* inclusive of the manner in which promotion and relegation is to be regulated.
- 11.3. Such change may only be implemented if duly adopted at a *General Meeting* and will become effective at the end of the following season.

## **12. MEMBER FINANCIAL STATEMENTS**

*Member Clubs* must lodge their audited financial statements annually with the *Auditors* of the *League* by no later than 30 September of each year.

## **13. FURNISHING OF GUARANTEES**

- 13.1. Before the start of the *Season*, the *Executive Committee* may, in its discretion, determine that monetary or other guarantees should be furnished to the *League* by *Member Clubs*.

- 13.2. Such guarantees must be lodged with the *League* by each *Member Club* no later than 20 (twenty) *days* before the start of the relevant *Season*.
- 13.3. If a *Member Club* does not provide such guarantees by the due date the *League* will demand in writing that the defaulting *Member Club* do so within 5 (five) *days*, failing which the *Executive Committee* may recommend cancellation of Membership to the *Board of Governors*.

#### 14. ACQUISITION AND OWNERSHIP OF A CLUB

- 14.1. The controlling interest or shareholding in a *Member Club* or entity that controls a *Member Club*, or the right to participate in a particular division of the *League*, or its membership of the *League* can only be sold, transferred or disposed of, directly or indirectly, in compliance with this *Article*, and in compliance with Art 18 bis of the *FIFA Regulations on the Status and Transfer of Players*.
- 14.2. Any proposed sale, transfer or disposition contemplated in this *Article*, or any transaction directly or indirectly having any of the effects referred to, must be submitted to the *Executive Committee* for prior written approval.
- 14.3. The *Executive Committee* will not unreasonably withhold or delay approval if the application meets all the requirements of the *Executive Committee* including but not limited to the following:–
  - 14.3.1. the prior written approval of *SAFA* must have been obtained should the sale, transfer or disposition of a *Member Club* or controlling interest or shareholding be to a foreign person or entity or any Third Party as defined in Art 18 of the *FIFA Regulations on the Status and Transfer of Players*;
  - 14.3.2. the written and signed *agreement* giving effect to this transaction must be furnished to and approved by the *Executive Committee*;
  - 14.3.3. all employment *contracts* concluded by the *Member Club* shall be honoured notwithstanding any pending transaction;
  - 14.3.4. the acquirer must satisfy the *Executive Committee* of the future financial stability and sustainability of the *Member Club*.
- 14.4. No person or entity may, directly or indirectly, acquire an interest or shareholding in a *Member Club* or a right to become a member of the *League* if he or it has, directly or indirectly, held an interest or shareholding in another *club* falling under the jurisdiction of the *League* in the 12 (twelve) month period preceding the transaction.
- 14.5. In the event of a *Member Club* or controlling interest in a *Member Club* being sold, transferred or disposed of, the following defining elements of the *Member Club* will



remain unchanged save where express and additional written approval is granted by the *Executive Committee*, namely the:–

- 14.5.1. City or Town in which the *Home Venue* of the *Member Club* is situated;
  - 14.5.2. *Colours* of the *Member Club*;
  - 14.5.3. Name of the *Member Club*;
  - 14.5.4. *Marks* of the *Member Club*.
- 14.6. Should any sale, transfer or disposition take place in contravention of this *Article*, the *Executive Committee* will immediately upon the matter coming to its attention recommend to the *Board of Governors* that the Membership concerned or the registration of any person or entity directly or indirectly involved in the transaction be cancelled or terminated, and that appropriate disciplinary action be taken where necessary.
- 14.7. Should a *Member Club*, or person or entity which directly or indirectly owns a controlling interest or shareholding in a *Member Club* be *wound up*, the persons or entity concerned will not be permitted to acquire a controlling interest or shareholding in a *Member Club* for a period of 24 (twenty four) months from the date of winding up.

## 15. CHANGE OF NAME OR HOME VENUE

- 15.1. A *Member Club* may not change its Name or its *Home Venue* or *Alternative Home Venue* without the prior written approval of the *Executive Committee*.
- 15.2. In the event of a venue change being approved in terms of this *Article* during a *Season* the *Member Club* in question will be liable for any reasonable additional travelling costs that may be incurred by visiting Clubs if the venue change requires more than 100km of additional travel in a particular instance.
- 15.3. Any *dispute* regarding the nature and extent of additional travel or the reasonableness of additional travelling costs will be determined by the *League* on a case by case basis and the determination by the *League* will be final and binding and not be subject to appeal or review.

## 16. BOARD OF GOVERNORS

- 16.1. The *Board of Governors* is the supreme decision making organ of the *League* and comprises the chairpersons of the *Member Clubs* or duly appointed *Member Club Officials* in *General Meeting*. Provisions in this *Constitution* which deal with notice, procedure, or voting at *General Meetings* apply to all meetings of the *Board of Governors*.

- 16.2. The *Board of Governors* has the power and authority to do any act or thing as may be required to give effect to the objects, and exercise the powers of the *League* as set out in this *NSL Handbook*.
- 16.3. The *Chairperson of the League* will chair all *Board of Governors* meetings but if unable to do so, the chairpersons of *Member Clubs* or duly appointed *Member Club Officials* there present will appoint 1 (one) of the *Executive Committee* Members present at the meeting to chair that particular meeting.

## 17. THE EXECUTIVE COMMITTEE

- 17.1. The *Executive Committee* of the *League* is responsible for the administration, management and control of the *League* and has the authority to exercise all of the powers of the *League* except to the extent that this *Constitution* reserves certain powers exclusively for the *Board of Governors*.
- 17.2. The *Executive Committee* has the power to delegate any of its powers to the *Chief Executive Officer* or other designated person.
- 17.3. The *Executive Committee* comprises the following members:–
- 17.3.1. The *Chairperson of the League*;
  - 17.3.2. 7 (seven) additional members elected by the *Member Clubs*; and
  - 17.3.3. The *Chief Executive Officer*.
- 17.4. The members of the *Executive Committee* other than the *Chief Executive Officer* will be elected at the Quadrennial General Meeting and will hold office for a term of 4 (four) years until the next Quadrennial General Meeting. All members of the *Executive* will be eligible for re-election and will retain office until their successors have been elected.
- 17.5. The *Chairperson of the League* will chair all *Executive Committee* meetings but if unable, fails or refuses to do so, the members of the *Executive Committee* will have the right to elect 1 (one) of their number to chair that particular meeting.
- 17.6. The *Executive Committee* will meet at least 10 (ten) times in a *Season*.
- 17.7. The *Chief Executive Officer* must give written notice of meetings to each member of the *Executive Committee* not less than 5 (five) *days* before a meeting or in matters of urgency, at least 24 (twenty four) hours before the meeting.

## 18. THE CHIEF EXECUTIVE OFFICER

- 18.1. The *Chief Executive Officer* will be appointed by the *Executive Committee* on such written terms and conditions as it deems fit.

- 18.2. The *Executive Committee* will be entitled to delegate any of its powers to the *Chief Executive Officer*.
- 18.3. The *Chief Executive Officer* may delegate powers or assign duties and responsibilities to any employee of the *League* in terms of the schedule of delegated authority approved by the *Executive Committee*.
- 18.4. The *Chief Executive Officer* will:–
- 18.4.1. be the accounting and information officer of the *League*;
  - 18.4.2. be responsible for implementing decisions of the *Executive Committee* and the *Board of Governors*;
  - 18.4.3. be responsible for ensuring that proper arrangements are made in respect of all *General Meetings*, meetings of the *Board of Governors*, *Executive Committee*, Standing and *Sub-Committees*;
  - 18.4.4. be responsible for the day to day management and administration of the *League* and its employees.

## 19. STANDING AND AD-HOC COMMITTEES

The *Board of Governors* may appoint standing and ad-hoc committees to carry out any duties and responsibilities as may be allocated to them.

## 20. SUB-COMMITTEES

- 20.1. The *Executive Committee* will have the power to appoint *Sub-Committees*.
- 20.2. A *Sub-Committee* or will consist of at least 3 (three) members, at least 1 (one) of member will be a member of the *Executive Committee* who will be its convenor. The *Sub-Committee* or may request that the *Executive Committee* appoint additional persons to assist the *Sub-Committee* committee with its work.
- 20.3. *Sub-Committees* will report to the *Executive Committee* and will be entitled to make recommendations, but will have no authority to make decisions or issue public statements unless expressly authorised to do so in writing by the *Chairperson of the League*.

## 21. PROSECUTOR

- 21.1. The *Prosecutor* will be appointed by the *Executive Committee*.
- 21.2. For administrative purposes, the *Prosecutor* will report to the *Chief Executive Officer*.
- 21.3. The *Prosecutor* will otherwise be independent and:–

- 21.3.1. act with the utmost integrity and be impartial at all times;
- 21.3.2. declare any and all conflicts of interest that he may have or which may arise.
- 21.4. The *Prosecutor* has the sole power and authority (save where otherwise provided in the *Constitution*) to:–
  - 21.4.1. take decisions as to whether it is appropriate for the *League* to prosecute any alleged acts of misconduct;
  - 21.4.2. prosecute any such proceedings before the Disciplinary Committee or resolve them on a basis provided for in this *NSL Handbook*;
  - 21.4.3. represent the *League* in any misconduct proceedings and in any appeal or arbitration proceedings;
  - 21.4.4. carry out any other duties as provided for in this *NSL Handbook*.

## **22. DISCIPLINARY COMMITTEE**

- 22.1. The Disciplinary Committee is an independent *Judicial Tribunal* that determines all matters of alleged misconduct pertaining to *Member Clubs, Member Club Officials, Players* or any other person who is bound by the provisions of the *NSL Handbook*.
- 22.2. The members of the Disciplinary Committee will be appointed by the *Chairperson of the League* and the President of *SAFA*.
- 22.3. The panel to hear a particular case will consist in each instance of:–
  - 22.3.1. an independent chairperson qualified in the practice law for at least 10 (ten) years as an attorney or an advocate; and
  - 22.3.2. members drawn from the panel of Disciplinary Committee members.
- 22.4. The tribunal to hear a particular case will be constituted by the *League* with due regard to the dictates of fairness and expedition.
- 22.5. The panel to hear a particular case will comprise or a minimum of 3 (three) Disciplinary Committee members, including the chairperson.
- 22.6. Decisions of the panel will be by majority vote with the chairperson having a casting vote in the event of a tie.
- 22.7. The panel may appoint any person as an assessor to assist in relation to findings of fact or where expert testimony is given save that such assessor shall have no right to deliberate on or decide the outcome.

- 22.8. Neither the legality of the composition of the Disciplinary Committee nor the validity of its findings will be affected by the absence of any member of the panel who had previously sat in the hearing provided it is presided over by the same chairperson and at least 2 (two) others who have been present throughout the hearing.
- 22.9. The Disciplinary Committee shall apply the provisions of this *NSL Handbook* and should it be silent on any relevant issue, then the peremptory prescripts of *SAFA*, *CAF* and *FIFA* will apply in that order, within the constraints imposed by South African Law and the *National Constitution*.
- 22.10. The Disciplinary Committee will have the power to make rulings and findings as may be necessary to give effect to this *NSL Handbook* and to hand down the sanctions contemplated in this *NSL Handbook* in the event of a finding of misconduct.
- 22.11. The Disciplinary Committee will apply the principles of natural justice, and South African law and the *National Constitution*, when deliberating and making decisions and will as a principle use its best endeavours at all times, with due regard to these principles, to ensure the utmost expedition in all matters which come before it.
- 22.12. The Disciplinary Committee has the power to make an order of costs in respect of:–
- 22.12.1. disbursements incurred by any party or witness provided that the claim for such disbursements must be supported by original vouchers;
  - 22.12.2. the stipend or costs incurred by the *League* in relation to the Disciplinary Committee members in attendance;
  - 22.12.3. any other costs incurred by the *League* in relation to the hearing.

## **23. DISPUTE RESOLUTION CHAMBER**

### **23.1. General**

- 23.1.1. The Dispute Resolution Chamber is an independent arbitration tribunal vested with the authority to adjudicate *disputes* other than those of a disciplinary nature or which are status matters arising from international transfers.<sup>1</sup>
- 23.1.2. An equal number of panellists - including two co-chairpersons - are nominated by *Member Clubs* and the recognized players association<sup>2</sup> – are appointed to adjudicate *disputes* in the event of their meeting the requirements of this Clause.

<sup>1</sup> Status matters arising from international transfers fall within the competence and jurisdiction of the FIFA Players Status Committee.

<sup>2</sup> Currently SAFPU – an affiliate of FIFPro.

- 23.1.3. Panellists will be appointed for a period of 2 (two) years though their appointments may be renewed for a further similar period.
- 23.1.4. Every panellist will be qualified to practise law and will perform his or her responsibilities ethically, impartially, and in good faith. The co-chairpersons<sup>3</sup> must have been qualified to practise law for at least 15 (fifteen) years and upon appointment will be co-chairpersons of the Dispute Resolution Chamber.
- 23.1.5. The Dispute Resolution Chamber will be composed of the following members, who shall serve a two-year renewable mandate:–
- 23.1.5.1. two co-chairpersons nominated by the players’ association and *Member Clubs* and whose suitability will be confirmed by the President of the Bar Council for Gauteng; and
- 23.1.5.2. four player nominated panellists who are appointed on the proposal of the players’ association; and
- 23.1.5.3. four representatives who are appointed on the proposal of the *Member Club* representatives.
- 23.1.6. A Dispute Resolution Chamber tribunal will arbitrate in the presence of 3 (three) panellists, including one of the co-chairpersons who will chair the proceedings and:–
- 23.1.6.1. 1 (one) panellist drawn from the list of panellists nominated by *Member Clubs*; and
- 23.1.6.2. 1 (one) panellist drawn from the list of panellists nominated by the players’ association.
- 23.1.7. Decisions of the Dispute Resolution Chamber tribunal dealing with a particular *dispute* or difference will be made by majority vote, with each panellist having one vote and the chair of the tribunal having a second casting vote in addition to his or her deliberative vote in the event of a tied vote.
- 23.1.8. In principle the meetings and deliberations of the Dispute Resolution Chamber will take place at the seat of the *League*.
- 23.1.9. No panellist may be a member of an executive body of *SAFA*, the *League*, FIFPro, or the players’ association.
- 23.1.10. Proceedings will be conducted in the English language though if a party elects to testify in another official language of South Africa he or she

<sup>3</sup> The Member Clubs and SAFPU will jointly submit an application to the President of the Bar Council (for Gauteng) to confirm the appointment suitable persons meeting the requirements of the parties as co-chairpersons.

may do so with the assistance of a sworn translator. A party that wishes to testify in another language is responsible for ensuring the translator's availability at the hearing.

23.1.11. Panellists will maintain confidentiality and will not disclose or discuss any aspect of a matter with anyone. Panellists will also not perform any other function in respect of a matter that they are engaged in nor influence, or seek to influence, any other body or committee in *football*.

23.1.12. The awards of the Dispute Resolution Chamber may be published.

## 23.2. Jurisdiction

23.2.1. The Dispute Resolution Chamber will have jurisdiction over, *inter alia*, determination of the following issues or *disputes*:-

23.2.1.1. disputes between Member Clubs;

23.2.1.2. employment-related *disputes* between a *Member Club* and a *Player*;

23.2.1.3. employment-related *disputes* between a Member Club, a *Coach* and any other employee who is part of the Member Club's Technical Team;

23.2.1.4. employment-related *disputes* between a *Member Club Official* and a member Club;

23.2.1.5. training and development compensation and/or solidary payment *disputes*.

23.2.2. The Dispute Resolution Chamber will not have jurisdiction in respect of issues or *disputes* that may arise as between parties that are not subject to the jurisdiction of the *League* such as "agents" or intermediaries as they are now described.

23.2.3. *Member Clubs*; *Players*; and *Coaches* undertake as a condition of participation in professional *football* that they will refer all such *disputes* between or amongst one another, other than those of a disciplinary nature, to the Dispute Resolution Chamber for arbitration instead of to courts or administrative tribunals.

## 23.3. Powers and approach

23.3.1. In the exercise of its jurisdictional competence, the Dispute Resolution Chamber shall apply the *League's* statutes and regulations, in particular those adopted in compliance and on the basis of the *FIFA Statutes* and regulations.

- 23.3.2. The Dispute Resolution Chamber may also take into account all developing jurisprudence of sports tribunals, laws, particularly with regard to labour law, and/or collective bargaining agreements that exist at national level, as well as the specificity of sport.
- 23.3.3. The Dispute Resolution Chamber will have the power to make any appropriate order including but not limited to:–
  - 23.3.3.1. condoning late referrals;
  - 23.3.3.2. providing urgent and/or interim relief;
  - 23.3.3.3. declaring a *Player* to be a *free agent*;
  - 23.3.3.4. ordering any party to pay damages, compensation, salaries, signing-on fees, and transfer fees, including those relating to an image-right *dispute*;
  - 23.3.3.5. handing down Sporting Sanctions;
  - 23.3.3.6. ordering specific performance;
  - 23.3.3.7. varying or rescinding awards;
  - 23.3.3.8. issuing declaratory relief;
  - 23.3.3.9. an award for costs.
- 23.3.4. The detailed procedures for the referral and resolution of *disputes* before the Dispute Resolution Chamber will be set out in the *League Rules*. The Dispute Resolution Chamber will ensure that parties fundamental procedural rights are guaranteed including the right to be heard, the right to equal treatment, the right to examine Dispute Resolution Chamber file, have evidence taken, and received a reasoned decision.
- 23.3.5. The Dispute Resolution Chamber may first set down the matter for mediation before either of the Dispute Resolution Chamber co-chairpersons.
- 23.3.6. All rules and/or regulations and /or powers or composition of the Dispute Resolution Chamber may not be varied and/or amended in whatever manner, without the consent and agreement of the recognized players' association.
- 23.4. Awards final and binding
  - 23.4.1. Save for the right of a party to launch an appeal or bring a review before the *SAFA* Arbitration Tribunal, where the Dispute Resolution



Chamber has determined a *dispute*, the ruling or award will be final and binding in all respects.

- 23.4.2. For the avoidance of doubt rulings and/or awards of the Dispute Resolution Chamber will only be subject to appeal or review before the *SAFA* Arbitration Tribunal.

## **24. APPEALS**

- 24.1. Awards of the Dispute Resolution Chamber may be the subject of an appeal or a review to the *SAFA* Arbitration Tribunal.
- 24.2. A copy of any notice of any appeal must be served on the *League* at the time of the appellant lodging an appeal with the *SAFA* Arbitration Tribunal in accordance with the applicable *SAFA* rules.

## **25. EXHAUSTION OF INTERNAL REMEDIES**

No Member Club, *Player*, *Coach*, or *Member Club Official*, will seek recourse in a Court of Law, or an administrative tribunal, on any issue that may be determined/decided as provided for in the *League Rules* and/or *SAFA* and/or *FIFA* statutes, until all procedures prescribed herein have been exhausted.

## **26. APPEALS**

- 26.1. Appeals against decisions of the *Judicial Tribunals* (save where the Dispute Resolution Chamber arbitrates *disputes* which will in the event of an appeal be referred directly to the *SAFA* Arbitration Tribunal) will be regulated by the *SAFA* and *FIFA* Regulations.
- 26.2. The *League* must be served with a copy of every notice of appeal by the appellant at the time that the appeal is lodged with *SAFA* in accordance with the *SAFA Statutes*.
- 26.3. An appeal against an order of the Disciplinary Committee or the Dispute Resolution Chamber will not suspend the operation of that order pending the finalisation of any appeal or arbitration in respect of that order.

## **27. ARBITRATION**

- 27.1. Any *dispute* or difference regarding decisions, rulings or awards of the Dispute Resolution Chamber or the *SAFA Appeals Board* will be referred to arbitration pursuant to and conducted in accordance with the *SAFA Statutes*.
- 27.2. The Arbitrator will, in the case of all *disputes* or differences relating to *Member Clubs*, registered *Players*, or Officials of the *League*, be a Senior Counsel appointed by *SAFA* from its Arbitrators' Panel.
- 27.3. The *League* must be served with a copy of every referral to arbitration within the time period stipulated in the *SAFA Statutes*.

27.4. The Arbitrator's decision will be final and binding and will be provided to the *League* by SAFA.

## **28. EXHAUSTION OF INTERNAL REMEDIES**

No *Member Club*, *Player*, *Coach*, or *Member Club Official*, or any person subject to the provisions of this *NSL Handbook* shall seek recourse in a Court of Law, or an administrative tribunal, on any issue that may be determined/decided in terms of this *NSL Handbook* or the *SAFA*, *FIFA* or *CAF Statutes*, until all procedures prescribed in this *NSL Handbook* have first been exhausted. Any breach of this article will constitute misconduct which shall be dealt with in terms of the *League's* Disciplinary Procedures.

## **29. ELECTION OF THE EXECUTIVE COMMITTEE**

- 29.1. Members of the *Executive Committee* other than the *Chief Executive Officer* will be elected every 4 (four) years by secret ballot cast by duly authorised delegates of *Member Clubs* at the Quadrennial General Meeting.
- 29.2. Nomination forms for election to the *Executive Committee* will be submitted by *Member Clubs* to the *Auditor* and no nomination form will be valid or accepted as such by the *Auditor* unless it is:–
- 29.2.1. on an official *Member Club* letterhead;
  - 29.2.2. signed by a *Member Club Official* who is duly and specifically authorised on the membership form and is the chairperson, president, chief executive officer or a director of the nominating *Member Club*;
  - 29.2.3. accepted in writing by the candidate; and
  - 29.2.4. lodged in writing with the *Auditor* by the nomination deadline which will be not less than 14 (fourteen) *days* and not more than 28 (twenty eight) *days* before the scheduled date of the Quadrennial General Meeting.
- 29.3. The *onus* will be on the *Member Club* concerned to ensure that nominations and acceptances meet these requirements and are received by the *Auditor* in accordance with the nomination deadline.
- 29.4. On expiry of the nomination deadline the *Auditor* will compile a list of valid nominations and will deliver the list to the *Chief Executive Officer* of the *League* within 3 (three) *days* of the *day* the nomination deadline closes.
- 29.5. The *Chief Executive Officer* will distribute the list to *Member Clubs* by registered post, facsimile, electronic mail (email) or recorded courier so that it is received at least 7 (seven) *days* prior to the Quadrennial General Meeting at which the election of the *Executive Committee* is to take place.

- 29.6. The *Auditor* will retain the original nominations and will ensure that these are kept at least until the following Quadrennial General Meeting.
- 29.7. The *Auditor* will act as *Electoral Officer* at the Quadrennial General Meeting and will attend the meeting and approach and exercise his responsibilities as *Electoral Officer* with integrity so as to ensure the election proceeds fairly and expeditiously.
- 29.8. Prior to the commencement of the elections, the *Executive Committee* will resign *en masse* and the *Electoral Officer* will assume responsibility for the election and will deal with any *disputes* or differences which arise, impartially and with a view to concluding the election fairly and expeditiously.
- 29.9. A candidate will only be eligible for election if he is present at the Quadrennial General Meeting unless his absence is specifically raised and condoned by the Quadrennial General Meeting.
- 29.10. Should any *dispute* relating to an election arise during the Quadrennial General Meeting the *Electoral Officer* will rule thereon and his ruling will be final and may not be challenged by any *Member Club*, *Member Club Official*, or member of the *Executive Committee*.
- 29.11. Should there be fewer nominations for a position than there are vacancies to be filled nominations may be made from the floor by a delegate. In such an event no nomination will be accepted unless the nominee in question is present at the Quadrennial General Meeting, meets the requirements of this *Article* in respect of eligibility, and indicates his willingness to accept nomination.
- 29.12. The first person to be elected will be the *Chairperson of the League*. A candidate for the position of the *Chairperson of the League* may be an independent person or a chairperson, president, chief executive officer, or a director of a *Member Club*. Should only 1 (one) nomination be received the candidate will be declared duly elected. Should there be more than 1 (one) nomination the election will take place by simple majority vote. In the event of a tie the outgoing *Chairperson of the League*, or if he is a candidate an outgoing member of the *Executive Committee* nominated for this purpose by the outgoing *Executive Committee*, will have a casting vote.
- 29.13. A nominee to the *Executive Committee*, other than the *Chairperson of the League*, must be a chairperson, president, chief executive officer or a director of a *Member Club* who is reflected as such in the membership records of the *League* and must be a *Member Club Official*. A nominee must have been a *Member Club Official* of 1 (one) or more *Member Club* for not less than 24 (twenty four) months prior to nomination. During the 24 (twenty four) month period, any period between appointment and registration as a *Member Club Official* at different *Member Clubs* may not exceed 60 (sixty) *days*.
- 29.14. Only 1 (one) *Member Club Official* of a *Member Club* may be elected as a member of the *Executive Committee* at any particular time, and in the event that more than 1

(one) *Member Club Official* from a *Member Club* is validly nominated, the *Member Club Official* who receives the higher number of votes will be elected and the other nominee from the *Member Club* in question will not be eligible for election.

- 29.15. A nominee for the position of *Chairperson of the League* who is not elected may make himself available for election to the *Executive Committee* without nomination, provided that he meets the requirements of this *Article* in respect of eligibility for election as an *Executive Committee Member* and indicates his willingness to accept nomination.
- 29.16. Following the election of the *Chairperson of the League* and subject to the limitations on eligibility imposed elsewhere in this *Article*, the remaining 7 (seven) members of the *Executive Committee* will be elected using a single round of voting with the candidates having the highest number of votes declared duly elected.
- 29.17. In the event of a tie there will be a second and if necessary further rounds of voting to resolve the tie. Only the tied members will be voted for.
- 29.18. The result of the election, including the votes cast, will be announced by the *Electoral Officer* at the Quadrennial General Meeting.
- 29.19. The *Electoral Officer* must retain the ballots until the next Quadrennial General Meeting.
- 29.20. Any challenge to the legitimacy of an election on any basis whatever not raised and dealt with at the Quadrennial General Meeting must be made within 7 (seven) *days* of the election, failing which the results will be conclusive, final and binding and not subject to challenge on any basis whatever.

### **30. VOTING POWERS AT GENERAL MEETINGS**

- 30.1. Duly authorised representatives of *Member Clubs* will be entitled to attend and vote at all meetings of the *Board of Governors*, Quadrennial General Meetings and Annual General Meetings.
- 30.2. The *Member Clubs* have the following number of votes a *General Meeting*:–
- 30.2.1. *Member Clubs* of the *Premier Division* of the *League* at the time of the *General Meeting* are entitled to 10 (ten) votes each including the Quadrennial General Meeting when the election of the *Executive Committee* takes place.
- 30.2.2. *Member Clubs* of the *National First Division* of the *League* at the time of the *General Meeting* are entitled to 2 (two) votes each including the Quadrennial General Meeting when the election of the *Executive Committee* takes place.

- 30.3. Members of the *Executive Committee* who are present at any *General Meeting* will have 1 (one) vote each save in respect of the election of the *Executive Committee* where they will not vote in their capacity as members of the *Executive Committee*.

### 31. VACANCY ON THE EXECUTIVE COMMITTEE

- 31.1. Each elected member of the *Executive Committee* will hold office for the period commencing upon his election and concluding at the end of the Quadrennial General Meeting after that in which he was elected. A member of the *Executive Committee* will cease to hold office and a vacancy will occur:–
- 31.1.1. upon death or resignation from the *Executive Committee*;
  - 31.1.2. in the event of ill health which renders a member incapable of fulfilling his duties;
  - 31.1.3. if a member is absent from 3 (three) consecutive meetings unless the *Executive Committee* on good cause shown decides otherwise;
  - 31.1.4. if a member is found guilty by a Disciplinary Committee of any offence in respect of which the removal of that member has been recommended and the *Board of Governors* accepts the recommendation;
  - 31.1.5. if the *Member Club* to which a member is affiliated, ceases to be a member of the *League*; or
  - 31.1.6. when a member ceases to be a *Member Club Official*, unless he becomes a *Member Club Official* of another *Member Club* as the chairperson, chief executive officer or a director within 30 (thirty) days. If, however, he joins a *Member Club* which already has a member on the *Executive Committee*, he may not assume his seat and a vacancy will occur.
- 31.2. A vacancy, excluding that of the *Chairperson of the League*, will be filled by the candidate who, at the previous Quadrennial General Meeting, received the highest number of votes among the unsuccessful candidates, provided he is eligible to be elected as a member of the *Executive Committee*. Should this candidate no longer be available or eligible to serve on the *Executive Committee* the next candidate on the list will fill the vacancy, and so on.
- 31.3. Should there be no available candidate as contemplated in the preceding sub-*Article*, the *Executive Committee* will have the right to co-opt any suitable person meeting the eligibility requirements of this *Constitution* as a member of the *Executive Committee* to fill the vacancy.
- 31.4. A vacancy in the office of the *Chairperson of the League* must be filled in accordance with the electoral process dealt with in this *Article* at the next *General Meeting* after the vacancy occurs and if no Annual or other *General Meeting* is

scheduled within 30 (thirty) *days* of the vacancy occurring then a *Board of Governors* meeting will be called for this purpose.

### **32. ANNUAL GENERAL MEETING**

- 32.1. An Annual General Meeting will, save in exceptional circumstances, be held each year on a date and at a time and place determined by the *Executive Committee* between 1 October and 15 November.
- 32.2. The *League* will give all *Member Clubs* and *SAFA* at least 21 (twenty one) *days'* written notice of the date, time and place of the Annual General Meeting. The notice will specify the business of the meeting.
- 32.3. Any irregularity in the notice may be waived if *Member Clubs* representing two thirds of the total value of the votes attributable to all *Member Clubs*, whether present or not, so agree.
- 32.4. If *Member Clubs* have not been informed in writing of the date of the meeting by 15 November then the Annual General Meeting will be held on the first Sunday that falls at least 7 (seven) *days* after 15 November at 10:00 (ten o'clock) at the offices of the *League*.
- 32.5. The *League* will ensure that copies of all documents relevant to the proceedings and in particular the annual reports of the *Executive Committee*, the audited financial statements of the *League* for the previous year, and the report of the *accounting officer* of the *League*, are forwarded to *Member Clubs* at least 7 (seven) *days* before the *day* of the Annual General Meeting.
- 32.6. In a year when the Quadrennial General Meeting is scheduled then the additional business of the Quadrennial General Meeting, in particular the election of members of the *Executive Committee*, will be included in the agenda of the Annual General Meeting for that year.
- 32.7. The *Chairperson of the League* will chair the Annual General Meeting but if he excuses himself or is unable to do so the *Member Clubs* present and quorate will have the right to elect 1 (one) of the members of the *Executive Committee* present at the meeting to chair that particular meeting.
- 32.8. The business of the Annual General Meeting will be follows:–
- 32.8.1. To read the notice convening the meeting;
- 32.8.2. To approve or reject the written credentials of the delegates representing each *Member Club* at the meeting. Such credentials will be on the *Member Club's* official letterhead and not more than 2 (two) delegates will be entitled to attend and represent each *Member Club* at the meeting;

- 32.8.3. To approve the minutes of the previous Quadrennial or Annual General Meeting and any subsequent *General Meeting*;
- 32.8.4. To receive the annual address by the *Chairperson of the League*;
- 32.8.5. To consider the annual report for the previous year of the *Executive Committee* tabled by the *Chief Executive Officer* of the *League*;
- 32.8.6. To consider and confirm the audited financial statements of the *League* for the previous financial year and the *accounting officer's* report;
- 32.8.7. To consider any proposed amendments to the *NSL Handbook*;
- 32.8.8. To consider any matters submitted by *Member Clubs* for inclusion in the agenda provided, however, that these reach the *Chief Executive Officer* not less than 13 (fourteen) *days* prior to the date of the meeting;
- 32.8.9. To consider recommendations to *SAFA*;
- 32.8.10. To note newly promoted *clubs*;
- 32.8.11. To confirm the appointment of the *Auditors* of the *League*;
- 32.9. Minutes of every Annual General Meeting will be available for inspection by *Member Clubs* at the offices of the *League* within 30 (thirty) *days* of the completion of the meeting and must be circulated to *Member Clubs* within such time.
- 32.10. All matters save for those which expressly require a specific majority, will be decided by a simple majority of votes cast in accordance with the voting powers defined in this *Constitution*. Voting will be by a show of hands. 1 (one) delegate, duly and specifically authorised by his *Member Club*, will exercise the full voting power of the *Member Club* which he represents.
- 32.11. The declaration by the *Chairperson of the League* that a resolution has been carried or lost will be conclusive evidence of that fact and will be final and binding on all *Member Clubs*.
- 32.12. In the case of a deadlock or equality of votes the *Chairperson of the League* will be entitled to call a second vote or exercise a casting vote.
- 32.13. Each member of the *Executive Committee* present at the meeting will have the right to 1 (one) vote on any matter with the exception of the election of the *Executive Committee*.
- 32.14. No business may be transacted at the meeting unless a quorum is present save in circumstances and according to the procedures expressly set out in this *Constitution*.

- 32.15. *Member Clubs* will ensure that their delegates to the Annual General Meeting are persons who are duly and specifically authorised on the membership form of a *Member Club* to represent and bind the *Member Club*.

### 33. QUADRENNIAL GENERAL MEETING

- 33.1. A Quadrennial General Meeting will be held every 4 (four) years on a date and at a time and place determined by the *Executive Committee* between 1 October and 15 November save in exceptional circumstances.
- 33.2. The *League* will give all *Member Clubs* and *SAFA* at least 21 (twenty one) *days'* written notice of the date, time and place of the Quadrennial General Meeting. The notice will specify the business of the meeting.
- 33.3. Any irregularity in the notice may be waived if *Member Clubs* representing two thirds of the total value of the votes attributable to all *Member Clubs*, whether present or not, so agree.
- 33.4. If *Member Clubs* have not been informed in writing of the date of the meeting by 15 November then the Quadrennial General Meeting will be held on the first Sunday that falls at least 7 (seven) *days* after 15 November at 10:00 (ten a.m.) at the offices of the *League*.
- 33.5. The *League* will ensure that copies of all documents relevant to the proceedings and in particular the annual reports of the *Executive Committee*, the audited financial statements of the *League* for the previous year, and the report of the *accounting officer* of the *League*, are forwarded to *Member Clubs* at least 7 (seven) *days* before the *day* of the Quadrennial General Meeting.
- 33.6. The *Chairperson of the League* will chair the Quadrennial General Meeting but if he excuses himself or is unable to do so the *Member Clubs* present and quorate will have the right to elect 1 (one) of the members of the *Executive Committee* present at the meeting to chair that particular meeting.
- 33.7. The business of the Quadrennial General Meeting will be as follows:–
- 33.7.1. To read the notice convening the meeting;
- 33.7.2. To approve or reject the written credentials of the delegates representing each *Member Club* at the meeting. Such credentials will be on the *Member Club's* official letterhead and not more than 2 (two) delegates will be entitled to attend and represent each *Member Club* at the meeting;
- 33.7.3. To approve the minutes of the previous Quadrennial or Annual General Meeting and any subsequent *General Meeting*;
- 33.7.4. To receive the annual address by the *Chairperson of the League*;



- 33.7.5. To consider the annual report for the previous year of the *Executive Committee* tabled by the *Chief Executive Officer* of the *League*;
- 33.7.6. To consider and confirm the audited financial statements of the *League* for the previous financial year and the *accounting officer's* report;
- 33.7.7. To consider any proposed amendments to the *NSL Handbook*;
- 33.7.8. To consider any matters submitted by *Member Clubs* for inclusion in the agenda provided, however, that these reach the *Chief Executive Officer* not less than 14 (fourteen) *days* prior to the date of the meeting;
- 33.7.9. To consider recommendations to *SAFA*;
- 33.7.10. To note newly promoted *clubs*;
- 33.7.11. To confirm the appointment of the *Auditors* of the *League*;
- 33.7.12. To elect the *Executive Committee* of the *League*;
- 33.8. Minutes of every Quadrennial General Meeting will be available for inspection by *Member Clubs* at the offices of the *League* within 30 (thirty) *days* of the completion of the meeting and must be circulated to *Member Clubs* within such time.
- 33.9. All matters save for those which expressly require a specific majority will be decided by a simple majority of votes cast in accordance with the voting powers defined in this *Constitution*. Voting will be by a show of hands. 1 (one) delegate, duly and specifically authorised by his *Member Club*, will exercise the full voting power of the *Member Club* which he represents.
- 33.10. The declaration by the *Chairperson of the League* that a resolution has been carried or lost will be conclusive evidence of that fact and will be final and binding on all *Member Clubs*.
- 33.11. In the case of a deadlock or equality of votes the *Chairperson of the League* will be entitled to call a second vote or exercise a casting vote.
- 33.12. Each member of the *Executive Committee* present at the meeting will have the right to 1 (one) vote on any matter with the exception of the election of the *Executive Committee*.
- 33.13. No business may be transacted at the meeting unless a quorum is present save in circumstances and according to the procedures expressly set out in this *Constitution*.
- 33.14. *Member Clubs* will ensure that their delegates to the Quadrennial General Meeting are persons who are duly and specifically authorised on the membership form of a *Member Club* to represent and bind the *Member Club*.

### 34. BOARD OF GOVERNORS MEETINGS

- 34.1. The *Executive Committee* will convene a *Board of Governors* meeting falling between 1 May and 30 August each year for the purpose of discussing policy matters and to report on its activities.
- 34.2. A *Board of Governors* Meeting will be convened by the *League* on the written request of *Member Clubs* representing not less than 75% (seventy five percent) of *Member Clubs* of the *Premier Division* of the *League* and not less than 75% (seventy five percent) of the *Member Clubs* of the *National First Division*.
- 34.3. A written request for a *Board of Governors* Meeting will be signed by the chairperson, president, chief executive officer or a director of a *Member Club* who is reflected as such in the membership records of the *League*
- 34.4. Upon receipt of a written request complying with this *Article* the *Chief Executive Officer* will convene a *Board of Governors* Meeting within 14 (fourteen) *days* of receipt of the written request.
- 34.5. The *Executive Committee* may also convene a meeting of the *Board of Governors* on 5 (five) *days'* written notice where the circumstances warrant it.
- 34.6. The *Chairperson of the League* will chair the *Board of Governors* Meeting but if he excuses himself or is unable to do so the *Member Clubs* present and quorate will have the right to elect 1 (one) of the members of the *Executive Committee* present at the meeting to chair that particular meeting.
- 34.7. The agenda for the meeting will be specified in the notice and only the business for which the meeting has been called will be discussed.
- 34.8. The *Chairperson of the League* will prescribe the procedure to be adopted at any *Board of Governors* Meeting.
- 34.9. *Member Clubs* will ensure that their delegates to the *Board of Governors* are persons who are duly and specifically authorised on the membership form of a *Member Club* to represent and bind the *Member Club*.

### 35. QUORUM AT GENERAL MEETINGS

- 35.1. Business may only be conducted at a *General Meeting* if a quorum comprising the duly and properly authorised representatives of not less than 10 (ten) *Member Clubs* of the *Premier Division* of the *League* and not less than 1 (one) half of the *Member Clubs* of the *National First Division* are present and entitled to vote.
- 35.2. If a quorum is not present within 1 (one) hour of the time appointed for the meeting, or if the meeting starts with a quorum but reaches a point where it is no longer quorate, then the meeting will stand adjourned to the same *day* in the next week at the same venue and time.

- 35.3. If the same venue is not available written notice of the new venue will be sent to all *Member Clubs* at least 2 (two) *days* before the adjourned meeting.
- 35.4. If a quorum is not present at the adjourned meeting then those *Member Clubs* present will constitute a quorum and may transact the business for which the meeting was called.

### **36. QUORUM AT EXECUTIVE COMMITTEE MEETINGS**

- 36.1. A quorum for meetings of the *Executive Committee* will be 5 (five) members of the *Executive Committee*. In the event of the quorum not being present within 30 (thirty) minutes of the scheduled time, the meeting will be adjourned to a date to be fixed by members of the *Executive Committee* present.
- 36.2. If within 30 (thirty) minutes of the scheduled time of the rescheduled meeting a quorum is not present, then the members of the *Executive Committee* present will constitute a quorum.

### **37. QUORUM AT STANDING COMMITTEE MEETINGS**

The quorum at *Standing Committee* meetings will be constituted by more than half of the members of the *Standing Committee* who have been appointed by the *Board of Governors* and will include the convenor.

### **38. QUORUM AT SUB-COMMITTEES**

The quorum at *Sub-Committee* meetings will be constituted by more than half of the members of the *Sub-Committee* who have been appointed by the *Executive Committee* and will include the convenor.

### **39. AMENDMENT OF CONSTITUTION AND RULES**

- 39.1. The *Constitution* and the *Rules* may only be amended by a resolution supported by *Member Clubs* representing two thirds of the total value of the votes attributable to all *Member Clubs*, whether present or not.
- 39.2. When considering an amendment to the *Constitution* or *Rules*, variations to such an amendment may be adopted.
- 39.3. Any *Member Club* that wants to propose an amendment to the *Constitution* or *Rules* must give written notice, setting out the full particulars of the proposed amendment, to the *League* at least 14 (fourteen) *days* before the relevant *General Meeting*.
- 39.4. The *Executive Committee* may propose changes to the *Constitution* or *Rules* and a notice, setting out the full particulars of the proposed amendment, must be circulated to all *Member Clubs* at least 7 (seven) *days* before the relevant *General Meeting*.

- 39.5. Amendments to the *Constitution* or *Rules* will become effective from the date specified at the *General Meeting* failing which the date will be determined by the *Executive Committee* and confirmed to *Member Clubs* by the *Chief Executive Officer*.

#### 40. BOOKS AND REGISTERS

- 40.1. The following books and registers must be kept by the *League* at its offices:–
- 40.1.1. all books of account;
  - 40.1.2. a register of *Member Clubs*;
  - 40.1.3. a register showing the names and addresses of all *Member Club Officials*;
  - 40.1.4. a register of registered *Players* reflecting the names and details of all registered *Players* and the *Member Club* with which each *Player* is registered;
  - 40.1.5. a register recording the names and contact details of the members of the *Executive Committee*;
  - 40.1.6. a disciplinary register of all cautions and suspensions of registered *Players* and *Member Club Officials*;
  - 40.1.7. copies of team sheets and *match* commissioners' reports for each *match*;
  - 40.1.8. copies of the *fixtures*, results, league tables, goal scorers and other records that may be specified by the *Executive Committee* from time to time;
- 40.2. The *League* may allow the examination of its books and registers by a duly authorised representative of a *Member Club* within 7 (seven) *days* of receiving a fully motivated written request to do so.
- 40.3. The examination will be done in the presence of the *Chairperson of the League* or his duly authorized representatives.
- 40.4. The *League* may require a *Member Club* to furnish an audit certificate within 60 (sixty) *days* confirming that any moneys given to it by the *League* have been used for the benefit and development of *football*.

#### 41. COMPETITIONS

- 41.1. The *League* will organise *Competitions* between *Member Clubs* or between *Member Clubs* and other *clubs*, which *Competitions* will be regulated by this *NSL Handbook*

together with the relevant *Competition* rules as approved by the *Executive Committee*.

- 41.2. The rules of knockout, promotional playoff and qualification competitions will remain in force and effect until amended or cancelled by the *Executive Committee*.
- 41.3. *Member Clubs* must be provided with the rules of knockout, promotional playoff and qualification competitions at least 14 (fourteen) *days* before the competition commences.

## 42. VALIDITY OF ACTS

- 42.1. Decisions of the *Executive Committee*, the *Standing Committees*, or any *Sub-Committee*, will, notwithstanding the fact that there was a procedural defect, be deemed to be valid provided that the decisions were taken in good faith and were within the competence and power of the committee concerned.
- 42.2. The members of the *Executive Committee*, the staff members of the *League*, the members of the *Judicial Tribunals* and the *Standing and Sub-Committees* of the *League* are indemnified against all losses, charges, costs, damages and all liabilities arising from the *bona fide* execution of their duties.

## 43. DISSOLUTION

- 43.1. The *League* may be dissolved by resolution at a *General Meeting* carried by 75% (seventy five percent) of the total number of votes, in value, which would have been capable of being cast if every *Member Club* at the date of the meeting had been fully represented at the meeting.
- 43.2. Upon dissolution, the assets of the *League* will vest in the trustees appointed in terms of the *NSL Handbook*.
- 43.3. The trustees will invest the moneys of the *League* in any registered financial institution until such time as a successor *League* or similar association is constituted.
- 43.4. The trustees may, if requested, return for safe custody the cups, trophies and medals, to the donors.
- 43.5. In the event of a successor not being constituted within 1 (one) year of the *League's* dissolution, then the trustees must realize the assets and distribute the proceeds in equal proportion to the *Member Clubs* who were affiliated to the *League* at the time of the dissolution.

## 44. TRUSTEES

- 44.1. Upon dissolution of the *League*, its assets will vest in not less than 3 (three) trustees, 2 (two) of whom will be appointed by *SAFA* and the others by the Chairperson of the Johannesburg Society of Advocates.

- 44.2. All property of the *League*, moveable and immovable, will vest in the trustees to be dealt with as provided in this *Article*.
- 44.3. The trustees will be indemnified against any loss or damage whilst performing their functions as trustees in good faith.
- 44.4. The trustees will not be required to furnish security to the Master of the High Court or to any other person.
- 44.5. The trustees will be reimbursed for travelling, subsistence and other ancillary expenses reasonably incurred in the performance of their duties.
- 44.6. The trustees will be remunerated for their services at a rate determined by *SAFA*.
- 44.7. Any transactions in respect of immovable property will require the signatures of at least 2 (two) of the trustees.
- 44.8. The trustees will hold office until their death, resignation or removal from office by a Court.

#### **45. INTERPRETATION AND APPLICATION OF ARTICLES AND RULES**

- 45.1. Should there be any *bona fide dispute* regarding the validity, interpretation, or application of the *Constitution* or *Rules*, the *Executive Committee* may refer the matter to a Senior Counsel for an opinion.
- 45.2. Should the *NSL Handbook* be silent on any matter, then the peremptory *Statutes of SAFA*, *CAF* and *FIFA* will apply, in that order, subject to the constraints of South African Law and the *National Constitution*.

#### **46. CODE OF ETHICS**

- 46.1. The *Code of Ethics* is a statement of the commitment by *Member Clubs*, *Member Club Officials*, and all participants in professional *football* to conduct themselves with dignity and honour.
- 46.2. In particular, *Member Clubs* and *Member Club Officials* bind themselves to:–
  - 46.2.1. conduct themselves and the affairs of the *Member Clubs* with professionalism and integrity;
  - 46.2.2. adopt disciplinary procedures which are professional fair and objective;
  - 46.2.3. monitor compliance with the *NSL Handbook* at all times;
  - 46.2.4. behave with utmost good faith, honesty and respect;
  - 46.2.5. not unjustly criticize one another and maintain confidentiality;

- 46.2.6. comply with the laws of the game and follow the *NSL Handbook*, *SAFA*, *CAF* and *FIFA Statutes* not only to the letter, but also to the spirit;
  - 46.2.7. ensure that *Member Club* and *Member Club Officials* are fully aware of such *Rules* and have effective procedures to implement them;
  - 46.2.8. respect the contractual obligations and responsibilities of one another's employees and in particular one another's *Players* and not make illegal approaches or induce any breach of *contract*;
  - 46.2.9. discharge their financial obligations to one another promptly;
  - 46.2.10. resolve differences between one another within the confines of the *NSL Handbook*.
- 46.3. An aggrieved party may refer any alleged breach of the *Code of Ethics* in writing to the *Chairperson of the League* who may refer the matter to either the Disciplinary Committee or the Dispute Resolution Chamber.

#### 47. GENERAL

- 47.1. A *Member Club* will provide the *League* with all the particulars required in the initial or annual Membership application.
- 47.2. Any change in the details contained in the membership form must be submitted to the *League* and will take effect 5 (five) *days* after receipt.
- 47.3. If there was no compliance with the requirement of this *Rule*, the membership form on record will remain as the correct record pertaining to all the details of the *Member Club*.
- 47.4. All written communications addressed by the *League* to a *Member Club* will be deemed to have been received by the *Member Club*:–
  - 47.4.1. within 4 (four) *days* of posting if posted by prepaid registered post;
  - 47.4.2. immediately if transmitted by facsimile during business hours;
  - 47.4.3. immediately if transmitted by electronic mail during business hours;
  - 47.4.4. upon receipt if delivered by hand or recorded courier.
- 47.5. *Member Clubs* are responsible for all acts or omissions of *Member Club Officials*, their directors, members, shareholders, employees, *Players*, supporters and any other persons directly or indirectly associated with it and must ensure that any and all notices addressed to the *Member Club* in respect of any of these individuals is forthwith and immediately drawn to the attention of the person concerned.

## **RULES**

### **INTRODUCTION**

#### **1. SCOPE OF APPLICATION: SUBSTANTIVE LAW**

These *Rules* apply to every *match* and competition organised by the *League* and to any act or conduct required by the *NSL Handbook*, and to any breach thereof.

#### **2. SCOPE OF APPLICATION: NATURAL AND LEGAL PERSONS**

The following are subject to this code:–

- 2.1. *Member Clubs*;
- 2.2. *Member Club Officials*;
- 2.3. *Players*;
- 2.4. *Match Officials*;
- 2.5. *Intermediaries*;
- 2.6. anyone with an authorisation from the *League* or a *Member Club*, in particular with regard to a *match*, competition or other event organised by the *League*;
- 2.7. spectators.

### **CHAPTER 1: STRUCTURE AND PARTICIPATION**

#### **3. COMPOSITION**

- 3.1. The *League* comprises the *Premier Division* and the *National First Division*.

#### **4. LEAGUE STRUCTURE**

- 4.1. The *Premier Division* consists of 16 (sixteen) *Member Clubs* that compete nationally each season with one another.
- 4.2. The *National First Division* consists of 16 (sixteen) *Member Clubs* that compete nationally each season with one another.

#### **5. PARTICIPATION AND ENTRY**

- 5.1. *Member Clubs* will submit the membership application or membership renewal form and other information required by the *League* by the prescribed dates.



- 5.2. On acceptance as a *Member Club* and by entering or participating in the *League* and any of its *Competitions*, *Member Clubs* undertake to observe these *Rules* and those of particular *Competitions*, and to accept that all administrative, disciplinary, *dispute* resolution, and refereeing decisions connected with the *League* or its *Competitions* will be dealt with in terms of the *NSL Handbook*, or the applicable *Competitions* rules, and that no recourse to any Court of law shall be permitted unless and until all internal/domestic procedures have been exhausted.
- 5.3. Should a *Member Club* withdraw or be expelled from the *League* before the start of the *Season*, the *Executive Committee* will determine the appropriate arrangements or measures that may be required to deal with the matter.
- 5.4. Should a *Member Club* withdraw or be expelled from the *League* after the start of the *Season* but before the *Member Club* concerned has played against every other *Member Club* in its Division at least once, then all results of that *Member Club* will be expunged from the *League* as if the *Member Club* had not participated at all.
- 5.5. Should a *Member Club* withdraw or be expelled from the *League* after the start of the *Season* and after the *Member Club* concerned has played against every *Member Club* in its Division at least once, then all second round results of that *Member Club* will be expunged from the *League*.
- 5.6. It will be compulsory for all *Member Clubs* affiliated to the *League* to participate in all *Competitions* organised by the *League* for which they qualify save when excused in writing by the *League* from participation.

## 6. TROPHIES AND AWARDS

- 6.1. The winner of the *Premier Division* league in each *Season* will:–
  - 6.1.1. be presented with the *Premier League* trophy. The trophy will be retained by the *Member Club* and must be 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 was presented;
  - 6.1.2. be presented with a miniature trophy which it will retain permanently;
  - 6.1.3. be presented with 35 (thirty five) winners' gold medals.
- 6.2. The winner of the *National First Division* league in each *Season* will:–
  - 6.2.1. be presented with the *National First Division League* trophy. The trophy will be retained by the *Member Club* and must be 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 was presented;
  - 6.2.2. be presented with 35 (thirty five) winners' gold medals.

- 6.3. In other competitions of the *League* the applicable competition rules will deal with the award of trophies and medals.

## 7. PROMOTION AND RELEGATION

### 7.1. Automatic Relegation

The *Member Club* that ends the *Season* in the bottom position on the *Premier Division* league table will be relegated to the *National First Division*.

### 7.2. Automatic Promotion

The *Member Club* that ends the *Season* in the top position of the *National First Division* league table will be promoted to the *Premier Division*.

### 7.3. Promotion Play-Off

7.3.1. The *Member Club* finishing in the 15<sup>th</sup> (fifteenth) position of the *Premier Division* league table, the *Member Club* finishing in the second position of the *National First Division* league table, and the *Member Club* finishing in the third position of the *National First Division* league table will take part in a Promotion Play-Off.

7.3.2. The winner of the Promotion Play-Off will participate in the *Premier Division* league in the following *Season* while the other 2 (two) *Member Clubs* will take part in the *National First Division* league in the following *Season*.

7.3.3. The rules for the Promotion Play-Off will be promulgated in the form of *Competition* rules.

### 7.4. Relegation from the *League*

The *Member Clubs* finishing the *Season* in the last two positions of the *National First Division* league table will be relegated to the *SAFA promotional leagues*, while 2 (two) *clubs* from the *SAFA promotional leagues* will be entitled to promotion to the *National First Division* of the *League*.

## 8. TECHNICAL RULES

- 8.1. Both the *Premier Division* and *National First Division* leagues will be run on a 2 (two) round home and away basis, with 3 (three) points being allocated for a win, 1 (one) for a draw and none for a loss.

### 8.2. For the *Premier Division* and *National First Division* leagues:–

8.2.1. the log position of each *Member Club* in the *League* will be determined in the first instance by the number of points obtained in all *matches*,

with the *Member Club* obtaining the most points occupying the higher log position;

- 8.2.2. where *Member 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 *Member Club* having the higher goal difference occupying the higher log position;
- 8.2.3. where *Member Clubs* have equal points and equal goal difference, the number of goals scored by the *Member Clubs* in all league *matches* will be used to determine the log position, with the *Member Club* scoring the higher number of goals occupying the higher log position;
- 8.2.4. where 2 (two) or more *Member Clubs* have an equal number of points and the same goals scored by and against the *Member Clubs* concerned, the direct results (head to head) between the tied *Member Clubs* will be used to determine the log position following the procedures in *Rule 8.2.1* to *Rule 8.2.3* above, but considering only the results between the tied *Member Clubs*;
- 8.2.5. where the application of *Rule 8.2.4* above resolves the tie between some *Member Clubs* but leaves other *Member Clubs* still tied, *Rule 8.2.4* will be applied again by only considering the results between those *Member 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;
- 8.2.6. where *Member Clubs* remain tied after applying all of the above *Rules*, there will be a play-off between the two *Member Clubs* at a neutral venue as determined by the *League*.

8.3. The *League* organises, administers and controls a number of knockout, promotion play-off and qualification competitions.

## **9. DATES AND VENUES OF MATCHES**

- 9.1. The onus of providing a *Home Venue* for each *match* that meets the *League's* requirements will be on the home *Member Club* and its failure to do so will result:–
  - 9.1.1. in the *League* selecting the venue or postponing the *match*;
  - 9.1.2. the *Member Club* being liable for all costs of all affected parties occasioned by the non-compliance with this *Rule*; and
  - 9.1.3. the *Member Club* being charged with misconduct.

- 9.2. The Home Club is responsible for staging every *match* in compliance with the *NSL Handbook* and all applicable legislation.
- 9.3. The dates, times and venues of *matches* will be scheduled by the *League*.
- 9.4. In extraordinary circumstances the *League* may postpone a *match* at any time prior to the start of the *match*.
- 9.5. Fixtures may be changed by the *League* provided that proper notification of the rescheduled *fixture* is given to the participating *Member Clubs* in terms of this *Rule*.
- 9.6. *Member Clubs* will be notified by the *League* of all *fixtures* and *fixture* changes in writing by no later than 120 (one hundred and twenty) hours prior to kick-off of the *match* except that in the following circumstances the notice period may be shorter at the discretion of the *League*:–
  - 9.6.1. where the *League* and both *Member Clubs* participating in the *match* agree to a shorter notice period;
  - 9.6.2. where a *match* is abandoned by the referee whether the *match* had commenced or not;
  - 9.6.3. where a *match* is postponed by the *League* in terms of *Rule* 9.4; or
  - 9.6.4. in circumstances considered extraordinary by the *Chief Executive Officer*.
- 9.7. A *Member Club* seeking approval for a *fixture* change must submit a written request for the *fixture* change to the *League* at least 10 (ten) *days* prior to the *match* in question on the prescribed form issued by the *League* accompanied by all the supporting documents required. The *League* has the discretion to grant or refuse the request.

## 10. PLAYERS SELECTED FOR REPRESENTATIVE MATCHES

- 10.1. *Players* will be released to *SAFA* or to the national association of another country for which the *Players* are eligible when such release is obligatory in terms of the *FIFA Statutes*.
- 10.2. Where the release of *Players* is not obligatory in terms of the *FIFA Statutes* a *Member Club* has the discretion to release *Players*.
- 10.3. Should 2 (two) or more registered *Players* not be available for a *Member Club* due to an obligatory call-up to a national squad in terms of this *Rule* in any category other than under 17 (seventeen), then any *match* scheduled to take place during the period of such obligatory call-up as defined in the *FIFA Statutes* will be postponed if the *Member Club* concerned applies in writing to the *League* for a postponement by no later than midday of the fifth *day* prior to the *match* in question, or within 24

(twenty four) hours of the *Member Club* being officially informed of the call-up, whichever is the later.

- 10.4. The obligatory period of the call-up will include the *FIFA* defined period before the *match* for preparation and a period of two calendar *days* after the last *match* of the call-up.
- 10.5. If a *Member Club* elects to release registered *Players* for a call-up which is not obligatory, or the *Member Club* releases the *Players* earlier than is required, or the *Player* delays his return to his *Member Club*, the *Member Club* will not be entitled to a postponement of a *match* in terms of this *Rule*.

## **11. MATCHES IN ACCORDANCE WITH THE LAWS OF THE GAME**

All *matches* will be played according to the *Laws of the Game*.

## **12. MEMBER CLUB OFFICIALS WITHIN THE PERIMETER DEMARCATION**

- 12.1. Not more than 5 (five) *Member Club Officials* in possession of *registration cards* and listed on the team sheet may be seated on the team bench during a *match*.
- 12.2. A maximum of 2 (two) other *Member Club Officials* in possession of *registration cards* and listed on the team sheet may be seated on the additional two seats provided alongside the team bench.
- 12.3. These *Member Club Officials* must produce their *registration cards* when called upon to do so by a *Match Official*.
- 12.4. No other *Member Club Official* may be within the *perimeter demarcation* during the *match*.
- 12.5. In the event on non-compliance with this *Rule*, a *Member Club Official* will be asked by the *match* commissioner to reduce the numbers accordingly, failing which those in excess of the allowed number may be removed by security and the *Member Club* and *Member Club Officials* concerned will be charged with misconduct.

## **13. DURATION OF MATCHES**

- 13.1. All *matches* will consist of 2 (two) periods of 45 (forty five) minutes each plus referee's optional time. The referee will be the sole adjudicator of time, inclusive of time added on, if any.
- 13.2. An interval of 15 (fifteen) minutes will separate the two periods.

## **14. GROUNDS, EQUIPMENT AND SERVICES**

### **Grounds**

- 14.1. All *Member Clubs* will, by 1 July each year, register with the *League* a *Home Venue* and an *Alternative Home Venue* where the *Member Club* intends to play its home matches.
- 14.2. *Member Clubs* will not be permitted to change venues without the prior written consent of the *League*.
- 14.3. No *match* will take place at a *ground* unless it has been inspected and certified as suitable by the *League*.
- 14.4. The *League* may, at its discretion, inspect the venue of a *Member Club* during the season and may withdraw its certification.
- 14.5. For safety reasons and in exceptional circumstances, the *League* may direct that a *match* must be played without the presence of spectators or in a neutral stadium, or a stadium may be closed, without an infringement having been committed.
- 14.6. The dimensions of the *pitch* (excluding the technical area) will be as follows:–
  - 14.6.1. maximum length 110 (one hundred and ten) metres; minimum length 100 (one hundred) metres;
  - 14.6.2. maximum width 75 (seventy five) metres; minimum width 64 (sixty-four) metres.
- 14.7. *Member Clubs* must register their *pitch* dimensions with the *League* prior to 1 August each *Season*. A *Member Club* may not alter its *pitch* dimensions during the *Season* except with the prior written consent of the *League*. The *League* may at any time require a *Member Club* to submit a report from a qualified independent expert certifying the *pitch* dimensions.
- 14.8. Each *Member Club* will ensure that its *ground* is maintained in good condition. The *Member Club* must comply with any directive issued by the *League* in respect of the *ground*.
- 14.9. The home *Member Club* will demarcate technical areas adjacent to the *pitch* for the sole use of *Member Club Officials* and substitute registered *Players*. These technical areas will be located equidistant from the halfway line, and be capable of seating 12 (twelve) persons from each *Member Club*. The home *Member Club* will have first choice of which technical area it will utilise.
- 14.10. The home *Member Club* will provide suitable boards, to the satisfaction of the *League*, to indicate substitutions.

## Medical

- 14.11. Medical personnel, equipment and services must be provided at every *match* as follows:–

- 14.11.1. the home *Member Club* will ensure that its team doctor and physiotherapist are in attendance and available from the time that the team arrives at the venue until the team leaves. The home *Member Club* team doctor and physiotherapist must be registered by the *Member Club* with the *League* and must occupy the home *Member Club*'s team bench during the *match*;
- 14.11.2. the home *Member Club* will procure the attendance of at least 1 (one) fully qualified and appropriately insured paramedic who must be available from the time that the gates to the venue are opened until 1 (one) hour after the *match*;
- 14.11.3. the paramedic must be qualified to Advanced Life Support level or equivalent and must be equipped and qualified to use a fully stocked emergency care response bag, oxygen, rigid neck brace and an automatic external defibrillator and be available to assist with on-field medical incidents;
- 14.11.4. the home *Member Club* will procure the attendance of medical personnel, equipment and facilities for the care of all persons at the *ground* in compliance with all relevant legislation. Save for *National First Division league matches* and *National First Division Qualification Competition matches*, such medical personnel must include a doctor for the spectators;
- 14.11.5. where required, the spectator doctor must be available from 1 (one) hour before the *match* until 30 (thirty) minutes after the *match*;
- 14.11.6. a visiting *Member Club* is not precluded from having its own team doctor, physiotherapist or paramedic in attendance at the *match*;
- 14.11.7. the home *Member Club* will provide a minimum of 1 (two) stretchers, 2 (two) spinal immobilisation boards and 8 (eight) appropriately trained stretcher bearers who must be at least basic life support providers to remove injured registered *Players* or *Member Club Officials* or *Match Officials* from the field of play;
- 14.11.8. the home *Member Club* will provide a medical treatment and examination room close to the teams' dressing rooms and will ensure that the mandatory facilities and equipment as prescribed by the *League* are available;
- 14.11.9. the home *Member Club* will ensure that throughout a *match*, a fully equipped, dedicated and appropriately insured ambulance which is suitable to carry an emergency casualty and is staffed by a person qualified to perform essential emergency care *en route*, is available at the *ground* to transport any person requiring emergency treatment to hospital;

- 14.11.10. all medical personnel referred to must be registered with the Health Professional's Council of South Africa and must be in possession of current *registration cards* at the *match*. The term "doctor" will be limited to include only "physicians" registered with the Health Professionals Council of South Africa (HPCSA). The term "physiotherapist" will be limited to include only "physiotherapists" and "chiropractors". Physiotherapists will be registered with the HPCSA in terms of the applicable government notice or regulation from time to time. Chiropractors will be registered with the Allied Health Professions Council of South Africa in terms of the Allied Health Professions Act 63 of 1982. The term "paramedics" will be limited to include only "paramedics" and "emergency care practitioners" registered with the HPCSA in terms of the applicable government notice or regulation from time to time. All Healthcare providers must have medical indemnity in relation to their role in the *football* or trauma environment and must be able to provide evidence of same if called upon to do so.

### **Footballs**

- 14.12. The footballs used must comply with the *Laws of the Game*, and will be "*FIFA approved*", "*FIFA inspected*", or "*International Match Ball Standard*".
- 14.13. 11 (eleven) *match* footballs will be supplied by the home team, provided that the referee may accept footballs from the visiting team if the home team is unable to provide footballs that meet the requirements stated in this *Rule*.

### **Floodlights**

- 14.14. A *match* may be played partly or wholly under floodlights. The minimum horizontal illumination necessary for night *matches* will be an average of 600 (six hundred) lux with no individual point measuring less than 500 (five hundred) lux.
- 14.15. The onus for ensuring that the minimum lighting level is provided at least ninety minutes before kick-off and maintained throughout the *match* is on the home team.
- 14.16. Despite any other provision in these *Rules*, should a *match* be abandoned by the referee due to insufficient illumination from the floodlights, then the remaining minutes of the *match* will be resumed on a date and at a time and venue agreed upon between the participating *Member Clubs* immediately upon the abandonment of the *match*. The agreed date, time and venue must be within 48 (forty eight) hours of the time of the abandoned *match* subject to the approval of the *League*.
- 14.17. If the participating *Member Clubs* are not able to reach agreement on a date, time and venue, or if the agreed date is not suitable to the *League* then the *League* will determine the date, time and venue and inform the participating *Member Clubs*.



- 14.18. The resumed *match* will be a continuation of the abandoned *match* and it will be as if the *match* had not been abandoned so that the abandoned *match* and the resumed *match* will constitute 1 (one), single *match* which will only be completed upon the final whistle being blown.
- 14.19. The failure to provide adequate lighting in terms of this *Rule* will result in:–
- 14.19.1. the home *Member Club* being liable for all costs of all affected parties occasioned by the non-compliance with this *Rule*; and
- 14.19.2. the *Member Club* being charged with misconduct.

### **Unsuitability of the ground**

- 14.20. If a *match* is postponed or abandoned due to the unsuitability of the *ground* caused by inclement weather, the state of the *pitch* or for any other reason, but not because of insufficient illumination from floodlights, the *League* will set another date on which the *match* will be played. In such an event all records of an abandoned *match* will be expunged except that any dismissals that occurred will remain in force.
- 14.21. In the event of a replay because of the unsuitability of the *ground* due to inclement weather the *League* will be responsible for all reasonable costs incurred.
- 14.22. In the event of a replay for a reason other than inclement weather the *League* has the right to institute disciplinary action against any *Member Club* for the abandonment. In addition to any other sanction it may impose, the Disciplinary Committee may order any *Member Club* to pay all costs of all affected parties occasioned by the non-compliance with this *Rule*. Until such determination is made, the *League* will be responsible for all reasonable costs incurred.

## **15. ARRIVAL AT THE GROUND**

- 15.1. *Member Club* teams must be present in the dressing rooms at the *match* venue at least 70 (seventy) minutes before the scheduled kick-off time and take the field at the time stipulated by the *match* commissioner.
- 15.2. Where a *match* is not played because of the late or non-arrival of a *Member Club* team, or of both teams, the offending *Member Club* or *Member Clubs* will be charged with misconduct. In this regard impossibility of performance as a result of a vehicle breakdown, logistical problem, or that the *Member Club* team was unable to locate the *match* venue, will not be a defence to this charge.
- 15.3. Where a *Member Club* is found guilty in terms of *Rule* 15.2 its opponent in that *match* will receive a "walk-over" (a 3-0 (three-nil) win), unless the Disciplinary Committee considers that a different sanction may be more appropriate.
- 15.4. Where both *Member Clubs* are found guilty in terms of *Rule* 15.2 both *Member Clubs* will be allocated 0 (zero) points and 3 (three) goals will be awarded against

them unless the Disciplinary Committee considers that a different sanction may be more appropriate.

- 15.5. In the event of *force majeure* the Disciplinary Committee may decide that the *match* be replayed.
- 15.6. The *registration cards* of the *Players* and *Member Club Officials* of each team will be inspected by the referee and a representative of the other team in the dressing room 60 (sixty) minutes before the scheduled start of the *match* unless the *match* commissioner and the 2 (two) teams agree to a different time.
- 15.7. A *Member Club* which does not produce the *identity registration card* for a *Player* or fields a *Player* without an *identity registration card* or an invalid *identity registration card*, will be charged with misconduct.
- 15.8. The home team will give the visiting team access to the dressing rooms 4 (four) hours prior to kick-off.
- 15.9. The home team will give the visiting team access to the *pitch* two 2 (hours) hours prior to kick-off.

## 16. TEAM SHEETS

- 16.1. *Member Clubs* will submit duly completed team sheets to the referee at least 60 (sixty) minutes prior to the start of the *match*.
- 16.2. The team sheet will record the following information:–
  - 16.2.1. the full names of the 11 (eleven) registered *Players* starting the *match*;
  - 16.2.2. the full names of the 7 (seven) substitute registered *Players* who may be utilised during the *match*;
  - 16.2.3. the full names of the 5 (five) *Member Club Officials* entitled to sit on the team bench;
  - 16.2.4. the full names of the 2 (two) *Member Club Officials* entitled to sit on the additional two seats alongside the team bench.
- 16.3. Changes to the team sheet may be made at any time prior to the start of the *match* provided that:–
  - 16.3.1. The opposing team captain, the referee and the *match* commissioner are informed;
  - 16.3.2. No *Player* may be added to the team sheet who was not listed on the team sheet that was submitted.

- 16.4. If a named substitute enters the field of play instead of a named starting *Player* at the start of the *match* and the requirements of *Rule* 16.3 are not complied with:–
- 16.4.1. the referee will allow the named substitute to continue the *match*;
  - 16.4.2. the number of substitutions allowed by the offending team will not be reduced;
  - 16.4.3. the *Member Club* will be charged with misconduct.
- 16.5. 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 if a *Member Club* removes a *Player's* name from the team sheet before the *match*.

## 17. COLOURS AND NUMBERS OF TEAM OUTFITS

- 17.1. Each *Member Club* team will declare on its initial or annual Membership renewal form, the colours of its official *team outfit* and the colours of its alternative *team outfit*, which will be subject to approval by the *League*. *Member Clubs* may be allowed to use additional colours with the prior permission of the *League* in circumstances where both the official and alternative colours clash with those of the opposition.
- 17.2. Both *Member Clubs* must take their official *team outfit* as well as their alternative *team outfit* to all *matches*.
- 17.3. The onus is on the visiting team to ascertain the colours of the home team for a particular *match*.
- 17.4. If in the opinion of the referee the colours of the 2 (two) opposing teams may lead to confusion, the visiting team will change into the alternative outfit or a combination of the 2 (two) outfits save that in exceptional circumstances the referee may order the home team to change all or part of its outfit.
- 17.5. The outfits of the 2 (two) goalkeepers will be clearly distinguishable from those worn by the 2 (two) sets of outfield *Players*.
- 17.6. *Member Club* teams will be obliged to wear the following advertising on their playing jerseys:–
- 17.6.1. The name of the sponsor, if any, of the *Member Club* on the front of the jersey and the *Player's* name and the initial, if necessary, on the back of the jersey;
  - 17.6.2. The logo of the technical sponsor, if any, of the *Member Club* and the *Member Club* crest on the right and left breast of the front of the jersey respectively;
  - 17.6.3. the logo of the *sponsor* of the *League* on the right arm sleeve; and

- 17.6.4. the logo of the sponsor, if any, of the *Member Club* on the left arm sleeve;
- 17.7. The sizes of logos will not exceed the dimensions as laid down by the *League*.
- 17.8. Teams may wear the advertising of their *Member Club* sponsor subject to the following conditions:–
  - 17.8.1. such sponsor will not be in conflict with the *sponsor* of the *League* or other official suppliers of the *League* without prior written permission of the *League* which will not be unreasonably withheld;
  - 17.8.2. such sponsor's advertising will not be considered to bring the *League* or its sponsors into disrepute or be against public policy.
- 17.9. If the *League* procures a new sponsorship which conflicts with an existing approved *Member Club's* sponsorship, the *League* will take all reasonable steps to ensure that the rights of *Member Club* are not adversely affected.
- 17.10. No additional advertising may be permitted on the *Member Club's* team outfit except with the prior written approval of the *League*.
- 17.11. The *Player's* jerseys and shorts will be clearly and appropriately numbered, and the numbers will correspond with those shown on the team sheet.
- 17.12. In respect of competitions other than the league competitions, the competition rules may specify additional or alternative requirements.

## **18. COMPLIANCE MANUAL AND DIRECTIVES**

- 18.1. The Compliance Manual and directives that are issued or amended by the *Executive Committee* will be binding on all *Member Clubs*, *Member Club Officials*, directors, full or part-time employees, duly authorised representatives, *Players* or any party to whom any obligation in terms of the *NSL Handbook* has been delegated by a *Member Club*.
- 18.2. Should any provisions of the Compliance Manual or directives be inconsistent with the *NSL Handbook* then the *NSL Handbook* will prevail.

## **19. CLUB LICENSING REGULATIONS**

- 19.1. The Club Licensing Regulations that are issued or amended by the *Executive Committee* duly supplemented by the relevant *SAFA*, *CAF* and *FIFA* Regulations, shall be binding on all *Member Clubs*, *Member Club Officials*, directors, full or part-time employees, duly authorised representatives, *Players* or any party to whom any obligation in terms of the *NSL Handbook* has been delegated by a *Member Club*.
- 19.2. The objectives of the Club Licensing Regulations read together with those issued by *SAFA*, *CAF* and *FIFA* are:–

- 19.2.1. to ensure that *Member Clubs* develop the game;
  - 19.2.2. to improve the level of professionalism of *Member Clubs*;
  - 19.2.3. to promote sporting values in accordance with the principles of fair play;
  - 19.2.4. to provide safe and secure *match* environments;
  - 19.2.5. to ensure that *Member Clubs* are adequately staffed and that staff members are developed;
  - 19.2.6. to promote transparency in the finances, ownership and control of *Member Clubs*.
- 19.3. Should any provisions of the Club Licensing Regulations issued by the *Executive Committee* be inconsistent with those issued by *SAFA*, *CAF* or *FIFA*, those issued by the higher body will prevail. To the extent that there is a conflict between the Regulations issued by the *Executive Committee* which cannot be resolved by the *SAFA*, *CAF* or *FIFA* Regulations, the provisions of the *NSL Handbook* will prevail.

## 20. MATCH OFFICIALS

- 20.1. Match officials will be appointed to each *match*, namely a referee, 2 (two) assistant referees and a 4<sup>th</sup> (fourth) official.
- 20.2. The referees and assistant referees will be appointed from the *League* panel by *SAFA*.
- 20.3. If the referee does not arrive at least 45 (forty five) minutes before the starting time of the *match*, then the *match* commissioner may appoint the 4<sup>th</sup> (fourth) official to officiate as referee.
- 20.4. The 4<sup>th</sup> (fourth) official may substitute for an assistant referee.
- 20.5. The *match* commissioner may substitute for the 4<sup>th</sup> (fourth) official.
- 20.6. If it is not possible for the *match* commissioner to ensure that the *match* has a referee and 2 (two) assistant referees then the *match* will be abandoned.
- 20.7. A protest on the grounds that a substitute official was used in a *match* will be not be entertained by the *League*.

## 21. MATCH COMMISSIONERS

- 21.1. *SAFA* will appoint *match* commissioners, who will not be connected directly or indirectly with any *club*, from a list agreed between the *League* and *SAFA*.
- 21.2. The *match* commissioner will:–

- 21.2.1. have authority to act on behalf of the *League* in relation to the *Member Clubs'* compliance with the *NSL Handbook*;
  - 21.2.2. inspect the facilities and instructs the home *Member Club* to take the necessary remedial action;
  - 21.2.3. chair the *match* meeting which takes place before the *match*;
  - 21.2.4. coordinate the activities specified in the *match* meeting document;
  - 21.2.5. report on each *match* to the *League* and *SAFA* detailing his assessment of the *Match Officials*, whether the *Member Club* teams complied with the *NSL Handbook* 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 *SAFA*.
- 21.3. The report of the *match* commissioner will be sent to the participating teams within 72 (seventy two) hours of a *match*.
  - 21.4. Should it appear from the *match* commissioner's reports that there was a transgression of the *NSL Handbook* the *Chief Executive Officer* or his delegate will refer the matter to the *Prosecutor* for consideration.
  - 21.5. A *match* commissioner must be accorded the utmost courtesy and assistance whilst performing his duties for and on behalf of the *League*.

## **22. COMMERCIAL AND FINANCIAL PROVISIONS**

- 22.1. 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* provided that should there be any change in this arrangement, *Member Clubs* will be given 30 (thirty) *days'* notice in which to implement the change.
- 22.2. The allocation of perimeter advertising boards will be that as formulated by the *Executive Committee* of the *League* provided that should there be any change in this arrangement, *Member Clubs* will be advised in good time.
- 22.3. 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*.
- 22.4. It will be misconduct for a *Member Club* to enter into a contractual agreement with a broadcaster, whether television, radio or any other media or format, without the written permission of the *League*.
- 22.5. 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.

**23. INSURANCE**

- 23.1. The *League* will, at its cost, insure registered *Players* and those *Member Club Officials* who either have *registration cards* or who are listed on the *Member Club's* initial or annual renewal of membership form.
- 23.2. Responsibility for understanding the nature and extent of the cover and for timeously lodging claims, providing the required documentation and procuring that payment is made in appropriate cases is that of the registered *Player* or *Member Club Official*.

**24. CONTACT WITH SPONSORS**

A *Member Club*, *Member Club Official* or *Player* will not make direct contact with any *Sponsor* or *Supplier* of the *League* without the prior written permission of the *League*.

**25. LOCAL FRIENDLIES**

- 25.1. *Member Clubs* or registered *Players* may not play in any *match* other than official *matches* under the auspices of the *League* without the prior written permission of the *League*.
- 25.2. A training *match* between 2 (two) *Member Clubs* which is not open to the public will not be considered as a friendly *match* in terms of this *Rule*.
- 25.3. Requests for permission to play a friendly must be submitted in writing at least 14 (fourteen) *days* prior to the *match*. The *League* may condone a late application on good cause shown.
- 25.4. Friendly *matches* may not be played during the period 1 August until 5 (five) *days* after the final official *match* of the *Season* except during an *official break* in the *League's fixtures*.
- 25.5. The *League* may refuse permission on the grounds that the friendly *match* may interfere with the *League's* programme or its marketing.

**26. INTERNATIONAL FRIENDLIES**

- 26.1. *Member Clubs* or *Players* may not play in any *match* against a team from another National Association without the written permission of the *League* and *SAFA*.
- 26.2. A training *match* which is not open to the public will be considered as a friendly *match* in terms of this *Rule*.
- 26.3. Requests for permission to play a friendly must be submitted in writing at least 30 (thirty) *days* prior to the *match*. The prescribed documentation as laid down by *FIFA* must be completed and submitted to the *League*. The *League* may condone a late application on good cause shown.

- 26.4. Friendly *matches* may not be played during the period 1 August until 5 (five) *days* after the final official *match* of the *Season* except during an *official break* in the *League's fixtures*.
- 26.5. The *League* may refuse permission on the grounds that the friendly *match* may interfere with the *League's* programme or its marketing.

**27. UNDERTAKING BY CLUBS, CLUB OFFICIALS AND PLAYERS**

All *Member Clubs* must obtain a written undertaking from their *Member Club Officials* and *Players* that they will not talk to the press, television, radio or electronic media without the permission of the *Member Club*. It is the responsibility of the *Member Club* to ensure that its *Member Club Officials* or *Players* do not bring the *League*, its sponsors or its *Member Clubs* into disrepute.



## CHAPTER 2: THE STATUS, REGISTRATION AND TRANSFER OF PLAYERS

### 28. INTRODUCTION

- 28.1. This chapter deals with the status and eligibility of *Players*, as well as the *Rules* applicable whenever *Players* move between *Member Clubs* within the *League's* jurisdiction and between *Member Clubs* and other *clubs* within the jurisdiction of *SAFA* or other national associations.
- 28.2. 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.

### 29. PLAYERS' STATUS

- 29.1. Amateur and Professional
- 29.1.1. *Players* under the jurisdiction of the *League* are classified as either amateur or professional.
- 29.1.2. A professional is a *Player* who has a written *contract* with a *Member Club* and is paid more for his footballing activity than the expenses he effectively incurs in playing *football*.
- 29.1.3. *Players* who do not meet these criteria are considered to be amateurs.
- 29.2. Jurisdiction over Status Disputes
- 29.2.1. The Dispute Resolution Chamber will, in cases of *dispute*, determine the status of any *Player* registered with a *Member Club*.
- 29.2.2. Any *dispute* regarding the status of a *Player* involved in an international transfer will be settled by the *FIFA Player's Status Committee*.

### 30. PLAYER ELIGIBILITY

- 30.1. A *Player* will be eligible to be registered by a *Member Club* with the *League* only if:–
- 30.1.1. the *Player* has never previously been registered with a *club* falling under the jurisdiction of any national association recognised by *FIFA*;
- 30.1.2. the registration of the *Player* has been transferred from any *club* under the jurisdiction of *SAFA* to a *Member Club*;

- 30.1.3. the registration of the *Player* has been transferred from 1 (one) *Member Club* to another *Member Club*;
- 30.1.4. the registration of the *Player* has been transferred in accordance with these *Rules*, the *Statutes of SAFA* and the *Statutes of FIFA*, from a *club* in another national association to a *Member Club*;
- 30.1.5. the *Player's contract* has expired or has been terminated;
- 30.1.6. the *Player* has been declared a *free agent*; or
- 30.1.7. the *FIFA Players' Status Committee* has granted the *Player* temporary eligibility to be registered by the *Member Club* in question.

### **31. PLAYER REGISTRATION: GENERAL**

- 31.1. A *Player* may not play for any *Member Club* unless he has been registered by that *Member Club* with the *League* in terms of this *NSL Handbook* except where specific *Competition* rules contain provisions which allow for such participation.
- 31.2. The *League* may bar a *Member Club* from registering a *Player* or *Member Club Official* with the *League* if that *Member Club* is in breach of any order or award made by the Dispute Resolution Chamber or a *SAFA Tribunal* on appeal, for the payment of moneys to any *Player* or *Member Club Official* who was or is currently registered by such *Member Club* with the *League*.
- 31.3. A *Player* may not be registered by the *League* unless he is eligible and his application for registration complies with all the requirements contained in these *Rules* and he accepts that as a condition for registration he will be bound by the *NSL Handbook*.
- 31.4. No *Player* may simultaneously be registered with more than 1 (one) *Member Club* or a *Member Club* and another *club*.
- 31.5. Save for *Players* whose registration is expressly permitted to take place outside of the prescribed registration periods, *Players* may only be registered during a registration period, which periods are as follows:–
  - 31.5.1. The first registration period will be from 1 July until 31 August, provided that in the event that the *Season* is extended by the *Executive Committee* beyond 30 June, then the aforesaid period will be from the first *day* after the end of the extended *Season* until 31 August;
  - 31.5.2. The second registration period will be the month of January;
  - 31.5.3. Should the last *day* of the first or second registration period fall on a Saturday, Sunday, or public holiday, the registration period will be extended to include the next *day* and will end at midnight on the last *day* of the registration period.

- 31.6. Only the following categories of *Players* may be registered by a *Member Club* outside of the registration periods stated above:–
- 31.6.1. A *Player* who was not under *contract* with any *club* at the time that the previous registration period closed;
  - 31.6.2. An amateur *Player* who has a *clearance certificate*; or
  - 31.6.3. A *Player* who has been declared a *free agent*.
- 31.7. Notwithstanding anything contained in these *Rules*, all *Member 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 given their *registration cards*, and be eligible to participate in *matches* as from 1 January.
- 31.8. Save in respect of the last *day* of the registration period, when a *Member Club* applies to register a *Player* it will submit the following items to the *League* during office hours (between 08h30 and 17h00 on weekdays):–
- 31.8.1. An original completed registration form signed by the *Member Club* and the *Player*;
  - 31.8.2. A certified and dated copy of the relevant page of the *Player's* passport or identity document which has a clear photograph of the *Player* and the *Player's* name;
  - 31.8.3. A completed prescribed medical certificate signed by a medical practitioner;
  - 31.8.4. 2 (two) recent, colour passport-sized photographs of the *Player* with the *Player's* name on the back of each;
  - 31.8.5. In cases where the *Player* is a professional:–
    - 31.8.5.1. 2 (two) copies of the *Player's* complete employment *contract* with the *Member Club* in separate sealed envelopes;
    - 31.8.5.2. a copy of the front page of the *Player's* employment *contract* which shows the start and end dates of the *contract* and any options to extend the *contract* and must be signed in full by the *Member Club*, the *Player* and the *Player's* parent or *legal guardian* if the *Player* is a *minor*;
  - 31.8.6. In cases where the *Player* was previously registered as an amateur, a *clearance certificate* from the *Player's* previous *club* or an order declaring the *Player* a *free agent*;
  - 31.8.7. 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 for the full duration of the *contract* with the *Member Club* which is submitting the registration. In cases where a work permit is not received before the closure of a registration transfer period, it will be sufficient to provide proof of application for the work permit, but the *Player's* card will only be issued and the *Player* will only become eligible to play once the work permit has been received by the *League*;

31.8.8. In cases where a *Player* was previously registered for a *club* in another country, an International Transfer Certificate;

31.8.9. In addition, in cases where the *Player* was previously registered as a professional with a *Member Club*, the following must be submitted to the *League* where applicable:–

31.8.9.1. in the event of a transfer, a copy of the written transfer *agreement* and a *clearance certificate*; or

31.8.9.2. in the event of a loan, a copy of the written loan *agreement* and a loan *clearance certificate*; or

31.8.9.3. in the event of a terminated or expired *contract*, a *clearance certificate*; or

31.8.9.4. an order declaring the player a *free agent*.

31.9. Notwithstanding the foregoing, on the last *day* of any registration period a *Member Club* will be entitled to submit the items listed above until 24:00 (midnight) on that *day*. *Member Clubs* will furthermore be permitted, only on the last *day* of a registration period, to submit copies of the items listed above by midnight on the last *day* of the registration period and to deliver fully compliant documents (as specified above) to the *League* within a period of 3 (three) *days* thereafter but the *Player's* card will only be issued and the *Player* will only become eligible to play once the compliant documents have been received by the *League*. It will be misconduct on the part of a *Member Club* to submit copies and then not deliver compliant documents.

31.10. On compliance with the requirements set out in these *Rules* the *Chief Executive Officer* or his delegate will issue the *Member Club* of the *Player* with a *registration card*.

31.11. In any disciplinary proceedings, the issuance 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:–

31.11.1. on the basis of materially false information;

31.11.2. irregularly, and in circumstances where there was impropriety on his part or the part of his *Member Club*; or

- 31.11.3. in contravention of the *Rules* regulating the maximum number of Foreign *Players* or *Players* on loan that a *Member Club* is permitted to register.

### **32. AMATEUR PLAYERS IN THE LEAGUE**

- 32.1. 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*. The registration will expire at the end of the *Season* for which he is registered.
- 32.2. An amateur *Player* will be free to sign for another *Member Club* after having obtained a *clearance certificate* from the *Member Club* the *Player* was last registered with. It will constitute misconduct for a *Member Club* to unreasonably withhold a *clearance certificate*.
- 32.3. A provision in a *clearance certificate* purporting to specify the *Member Club* or *club* to which the registration of an amateur *Player* may be transferred will be of no force though the validity of the *clearance certificate* will not be affected.

### **33. PROFESSIONAL PLAYERS**

- 33.1. The registration of a professional *Player* will be valid for the entire period of his *contract* with a *Member Club*, and it will only be necessary for a *Member Club* to re-register the *Player* when he signs a new *contract* with a *Member Club*.
- 33.2. Notwithstanding this the *Member Club* will submit a current medical certificate for each *Player* at the commencement of each *Season* failing which the registered *Player* will be ineligible to play until such time as the medical certificate is furnished.
- 33.3. A provision in a *clearance certificate* purporting to specify the *Member Club* or *club* to which the registration of a professional *Player* may be transferred will be of no force though the validity of the *clearance certificate* will not be affected.

### **34. FOREIGN PLAYERS**

- 34.1. A foreign *Player* is any *Player* who is not a South African citizen unless the *Player* has obtained permanent residence in terms of South African Law.
- 34.2. A *Member Club* may not have more than 5 (five) foreign *Players* contracted with it at any point in time.
- 34.3. A *Member Club* in the *Premier Division* may field any number of its registered foreign *Players* in any particular *match*.
- 34.4. A *Member Club* in the *National First Division* may include a maximum of 3 (three) of its registered foreign *Players* in the starting line-up for each *match*. This restriction will not be applicable during *matches* in the *National First Division* qualification competition, the knockout competition which involves both the

*Premier Division* and *National First Division Member Clubs*, the promotion play-off or any replacement competitions.

### **35. UNDER TWENTY THREE PLAYERS**

- 35.1. An under 23 (twenty three) *Player* in any *Season* is a *Player* who will attain his 22<sup>nd</sup> (twenty second) birthday on or after 1 January of the year during which the *Season* commences.
- 35.2. Clubs participating in the *National First Division* must include in the team sheet for every *match* a minimum of 5 (five) players who are both under 23 and eligible to represent South Africa. A minimum of 2 (two) under 23 players must be on the field of play at all times during a *match*. For purposes of certainty, if a team has made all its substitutions leaving 2 (two) under 23 players on the field and one or both of these is injured or receives a red card and the team must complete the *match* with 10 (ten) or less players, this will not constitute a contravention.
- 35.3. The restriction set out in this *Rule* will not be applicable during *matches* in the *National First Division* qualification competition, the knockout competition which involves both the *Premier Division* and *National First Division Member Clubs*, the promotion play-off or any replacement competitions.

### **36. PROTECTION OF MINORS**

Unless *SAFA*, on application of the parent or *legal guardian* of the *minor* concerned, declares otherwise, the international transfer of a *Player* under the age of 18 (eighteen) will only be permitted when the family of the *Player* moves to South Africa for reasons that are not linked to *football* and no *Player* under the age of 18 (eighteen) who is not a South African national will be registered as a professional *Player* for the first time in South Africa unless he and his parent or *legal guardian* are lawfully resident in South Africa.

### **37. AMATEUR TRANSFERS WITHIN SOUTH AFRICA**

- 37.1. The registration of an amateur *Player* may be transferred from 1 (one) *Member Club* to another only with the written consent of that *Player* and:–
- 37.1.1. the *Player* has been issued with a *clearance certificate* by his previous *club*; or
- 37.1.2. the *Player* has been declared a *free agent*; or
- 37.1.3. the registration of the *Player* is transferred by written *agreement* of his current *Member Club* and his future *Member Club*.
- 37.2. A *Member Club* will be entitled to compensation for the training and development of an amateur *Player* transferred to another *Member Club* only in terms of this *NSL Handbook*.

### 38. TRANSFERS OF PROFESSIONAL PLAYERS WITHIN SOUTH AFRICA

- 38.1. A *Member Club* wishing to engage the services of a *Player* is obliged to inform his present *Member Club* in writing of its interest before commencing any negotiations with that *Player*.
- 38.2. A *Member Club* may grant a *Player* a free transfer, in which event it will issue the *Player* with a *clearance certificate*.
- 38.3. The transfer of the registration of a *Player* who has neither been granted a free transfer nor declared a *free agent* will be effected as follows:–
- 38.3.1. the previous *Member Club* or *club* and the registering *Member Club* will enter into a written transfer *agreement* which will be signed by authorised signatories of both *Member Clubs* or *Member Club* and *club* and countersigned by the *Player* or, in the case of a *Player* who is *minor*, by the *Player* and his parent or *legal guardian* and which will specify the transfer fee, if any, payable in respect of the transfer;
- 38.3.2. Together with its application to register the *Player*, the registering *Member Club* will forward to the *League* 2 (two) copies of the signed and countersigned transfer *agreement*;
- 38.3.3. the *League* will investigate whether the registering *Member Club's* application to register the *Player* complies with the requirements of this *NSL Handbook*.
- 38.3.4. If the *League* approves the transfer, it will register the *Player* with his new *Member Club*.
- 38.3.5. Until such time as the *League* approves any transfer of the registration of a professional *Player* and issues the registering *Member Club* with a *registration card* for the *Player*, the *Player* will remain registered with the previous *Member Club*.
- 38.3.6. A *Player* who ends his career or terminates his activity will continue to be recorded by the *League* as a *Player* of the last *Member Club* for which he played for a period of 3 (three) calendar years from the date of his last appearance in an official *match*.
- 38.3.7. A transfer fee may not be paid to any person other than a *Member Club* or *club*.
- 38.3.8. A *Member Club* will not be precluded from registering a *Player* when a *dispute* is only about damages, compensation, training and development compensation or other financial matters.

### 39. LOAN TRANSFERS

- 39.1. The loan of a *Player's* registration by 1 (one) *Member Club* to another *Member Club* constitutes a transfer of a *Player's* registration for the period specified in the loan *agreement*.
- 39.2. Notwithstanding anything contained in these *Rules* a *Player* may be transferred on loan from 1 (one) *Member Club* to another provided that:–
- 39.2.1. the dates upon which a loan transfer begins and terminates both fall within a registration period;
- 39.2.2. the minimum period of a loan transfer will be from 1 (one) registration period to the next registration period;
- 39.2.3. the maximum loan period will be to the end of the *Player's contract* with the loaning *club*;
- 39.3. The transfer of the registration of a *Player* pursuant to the loan of that *Player's* registration will be effected as follows:–
- 39.3.1. The loaning *Member Club* and the registering *Member Club* will enter into a written loan transfer *agreement* which will be signed by the authorised signatories of both *Member Clubs* and countersigned by the *Player* or, in the case of a *Player* who is a *minor*, by the *Player* and his parent or *legal guardian*;
- 39.3.2. The loan *agreement* will specify the dates upon which the loan transfer will begin and end;
- 39.3.3. The loaning *club* will issue a loan *clearance certificate*;
- 39.3.4. The registering *Member Club* will forward 2 (two) copies of the signed and countersigned loan *agreement* to the *League* together with the loan *clearance certificate* and loan registration form;
- 39.4. Notwithstanding the provisions this *Rule*, 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 *Member Club* with which the *Player* was registered on loan and his registration will automatically revert to the loaning *Member Club*.
- 39.5. A *Member Club* will not be permitted to register:–
- 39.5.1. more than 3 (three) *Players* who have been transferred to it on loan during a single registration period; or
- 39.5.2. more than 5 (five) loan *Players* who have been transferred to it on loan in any 1 (one) *Season*.



- 39.6. A loan transfer *agreement* concluded by a *Member Club* in contravention of this *Rule* will not be valid. In this regard, the *onus* will be on the *Member Club* to ensure compliance.
- 39.7. A *Member 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* without the written authorisation of the *club* that released the *Player* on loan and the *Player* concerned.

#### 40. INTERNATIONAL TRANSFERS

A *Player* who wishes to play for a *Member Club*, but is registered as a *Player* in another national association, may only be registered after *SAFA* has received an international transfer certificate issued by the national association with which the *Player* is currently registered.

#### 41. PROFESSIONAL PLAYERS' CONTRACTS

- 41.1. Every *Member Club* employing a professional *Player* must have a written *contract* with the *Player*.
- 41.2. A *contract* of employment of a *Player* must be consistent with South African Law, the *NSL Handbook*, the *Statutes of SAFA* and *FIFA*, and may not exceed a period of 5 (five) years, inclusive of any option to renew, from its effective date.
- 41.3. The expiry date of a *contract* may only fall on 30 June in any year.
- 41.4. Upon conclusion of the employment *contract* the *Member Club* must provide the *Player* with a copy of the *contract*.
- 41.5. If an employment *contract* is terminated, either unilaterally by any party or by agreement, the *Member Club* will notify the *League*, in writing, within 14 (fourteen) *days* of the termination, failing which the *Member Club* will be charged with misconduct.
- 41.6. A *Member Club* may not enter into an employment *contract* with a *Player* who is a *minor* unless the *contract* is signed by both the *minor* and parent or *legal guardian*.
- 41.7. A *Member Club* may not enter into an employment *contract* with a *Player* who has as yet not attained his 15<sup>th</sup> (fifteenth) birthday.
- 41.8. A *Member Club* may only conclude an employment *contract* with a *Player* for a period exceeding 3 (three) years if that *Player* has reached his 18<sup>th</sup> (eighteenth) birthday at the date of signing of the *contract*.
- 41.9. The validity of an employment *contract* between a *Player* and a *Member Club* cannot be made conditional upon the results of a medical examination.
- 41.10. A *Player* may only conclude a *contract* of employment with a *Member Club* if:–

- 41.10.1. he has never previously concluded an employment *contract* with another *Member Club* or a *club*;
  - 41.10.2. his previous *contract* of employment with a *Member Club* or *club* has expired by the effluxion of time;
  - 41.10.3. his current *contract* of employment is due to expire within 5 (six) months, in which case the *Player* may only conclude a new *contract* which commences after the existing *contract* has expired;
  - 41.10.4. his previous *contract* of employment has been terminated by agreement between the *Player* and his previous *Member Club* or *club*;
  - 41.10.5. his previous *contract* of employment has been lawfully and fairly terminated; or
  - 41.10.6. he has been declared a *free agent*.
- 41.11. *Member Clubs* are permitted to lodge *contracts* with the *League* at any time but registration can only take place during a registration period save for those categories of *Players* who may be registered by a *Member Club* outside of the registration periods.
- 41.12. The *League* will acknowledge and record all *contract* lodgements in writing.
- 41.13. *Member Clubs* may not lodge a *contract* which causes the *Member Club* to exceed 5 (five) foreign *Players* and a work permit will have to be lodged with a foreign *Player's contract*.
- 41.14. Except in the case of a *Player* on loan, a *Player* may not be contracted to 3 (two) *Member Clubs* or a *Member Club* and a *club* simultaneously.
- 41.15. In the event of a *Player* entering into more than 1 (one) *contract* of employment covering the same period of time:–
- 41.15.1. the matter will be referred to the Dispute Resolution Chamber;
  - 41.15.2. the *Player* will be charged with misconduct by the *League*.
- 41.16. A *Member Club* may terminate a *Player's contract* at any time for reasons that are lawful and fair and consistent with South African Law.

## CHAPTER 3: DISPUTE RESOLUTION

### 42. TERMINATION OF EMPLOYMENT CONTRACTS FOR SPORTING JUST CAUSE

- 42.1. Within 15 (fifteen) *days* 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* had participated in less than 10% (ten percent) of the official *matches* of his *Member Club* in that *Season*.
- 42.2. 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:–
- 42.2.1. injury;
  - 42.2.2. suspension;
  - 42.2.3. the *Player's* field position;
  - 42.2.4. the *Player's* age; and
  - 42.2.5. the number of *matches* in which the *Player* played for the Club in the previous *Season*.
  - 42.2.6. that he is an established player in that his level of footballing skill is at least equal to or even superior to those of his team mates who appear regularly.
- 42.3. If the Dispute Resolution Chamber holds that a *Player* is entitled to be released from his *contract* for sporting *just cause* it may at the request of a party simultaneously determine whether a transfer fee or training and development compensation is payable in terms of these *Rules* and, if so to which Clubs and in what amount.

### 43. FREE AGENCY

- 43.1. A *Player* may apply to the Dispute Resolution Chamber to be declared a *free agent* in any of the following circumstances:–
- 43.1.1. where his *Member Club* is in breach of the *contract* of employment;
  - 43.1.2. if his *Member Club* has unlawfully terminated his *contract* of employment;
  - 43.1.3. if his *Member Club* has unfairly dismissed him;

- 43.1.4. in the event of his *Member Club* ceasing to exist as a *Member Club* falling under the jurisdiction of the *League*;
- 43.1.5. if his *Member Club* has been *wound up*;
- 43.1.6. when his *Member Club* refuses or fails to issue a *clearance certificate* to which the *Player* is entitled; or
- 43.1.7. where it is in the interest of fairness and equity that he be declared a *free agent*.

43.2. A *Player* applying to be declared a *free agent* must:–

- 43.2.1 do so in writing setting out fully the grounds on which he seeks a declaration of free agency;
  - 43.2.1.1. serve a copy of the referral:–
    - 43.2.1.1.1. on the *Member Club* with which the *Player* was last registered; and
    - 43.2.1.1.2. on the *League*;
  - 43.2.1.2. be accompanied by proof of service on the *Member Club* and the *League* and the payment of the *dispute* fee as determined by the *League*.

#### 44. JURISDICTION AND POWERS

- 44.1. The Dispute Resolution Chamber will use its best endeavours at all times to ensure that proceedings are conducted as expeditiously as possible and in a cost effective manner and may permit hearings to be conducted using, or including the use of, electronic media such as video or audio conferencing facilities where these are readily available and convenient.
- 44.2. Parties to *disputes* before the Dispute Resolution Chamber are entitled to legal or other representation of their choice at their cost.
- 44.3. Where the circumstances give rise to a legitimate doubt as to the independence of a panellist and such panellist has not withdrawn of his or her own accord:–
  - 44.3.1. a party before the Dispute Resolution Chamber will be entitled to raise an objection;
  - 44.3.2. the objection will be raised in writing within 5 (five) *days* of the party becoming aware of the grounds for the objection and full and precise particulars of the grounds for the objection will be set out;

- 44.3.3. should an affected panellist refuse to withdraw the remaining panellists will decide whether there are valid grounds to object or not;
- 44.3.4. if the objection raises legitimate concerns and/or doubts the remaining panellists will appoint another panellist to replace the affected panellist.
- 44.4. Awards, orders, or rulings of the Dispute Resolution Chamber will be provided to the *League* which will then forward the award, order, or ruling to the parties.
- 44.5. Awards, order, or rulings of the Dispute Resolution Chamber may be published, in extracts or in full.
- 44.6. Proceedings before the Dispute Resolution Chamber will be private and are not open to the public except with the permission of the Dispute Resolution Chamber.
- 44.7. The Dispute Resolution Chamber may make an order in respect of costs according to the principles of fairness.
- 44.8. Any matter may be enrolled for mediation before one of the co-chairpersons where the Dispute Resolution Chamber is of the view that the matter is capable of being resolved expeditiously on an agreed basis.

#### 45. PROCEDURES BEFORE THE DISPUTE RESOLUTION CHAMBER

- 45.1. A referral of a *dispute* of **unfair dismissal** to the Dispute Resolution Chamber must be made within 1 (one) calendar month from the date on which the *dispute* arose, provided that the Dispute Resolution Chamber may condone a late referral on good cause shown.
- 45.2. A referral of a *dispute* of **any other dispute** to the Dispute Resolution Chamber must be made within 3 (three) years from the date on which the *dispute* arose.
- 45.3. Save in respect of employment *disputes* referred by *Players*, or *Coaches*, the referral must be accompanied by the payment of a *dispute* fee as determined by the *League* from time to time.
- 45.4. The referral **must** contain and include the following information and documentation:–
  - 45.4.1. The name, address and contact details of the referring party;
  - 45.4.2. The name, address and contact details of the other party;
  - 45.4.3. A sufficiently detailed summary of the relevant factual, legal, and regulatory considerations;
  - 45.4.4. Full particulars of the relief sought;

- 45.4.5. Any document/s on which the claim is based or which are relevant to the *dispute*;
- 45.4.6. If a party is represented, proof that a representative has authority to conduct the proceedings on the referring party's behalf.
- 45.5. Where a party seeks urgent relief the referral must be in the form of an urgent application, must include the information and documentation referred to in the preceding sub-rule and must be accompanied by affidavit(s) confirming the relevant facts and circumstances and setting out the grounds of urgency.
- 45.6. Where a party seeks relief on application and does not require an oral hearing, the referral must indicate that, must include the information and documentation referred to in the sub-rule preceding the last and must be accompanied by affidavit(s) confirming the relevant facts and circumstances.
- 45.7. In the event the referring party elected that the matter be decided on paper, all parties making submissions will be obliged to make their submissions in the form of a sworn affidavit, duly commissioned before a commissioner of oath.
- 45.8. A party referring a *dispute* will serve the written referral document together with the annexures on the other party to the *dispute* and file the original including proof of service, on the *League*. The date of referral will be the date on which the referral together with the proof of service is served on the *League*.
- 45.9. Save in respect of urgent applications<sup>4</sup>:–
- 45.9.1. the other party (if it intends opposing the referral) will serve and file an opposing statement, opposing affidavit (subject to the election of process made by the referring party) which must include and contain the information and documentation contemplated above relevant to its case within 10 (ten) *days* of the date of referral;
- 45.9.2. the referring party (if it wishes to) may serve and file a response to the opposing statement within 5 (five) *days* of receipt of the opposing statement;
- 45.10. In cases of urgency the chairperson of the Dispute Resolution Chamber seized with the matter (“**the chairperson**”) will determine and fix the date for hearing and/or such time periods as are reasonable in the circumstances for the exchange of affidavits, information and documentation.
- 45.11. Save in respect of urgent applications<sup>5</sup>, in the event the referring party elected that the matter be adjudicated by way of application, the Dispute Resolution Chamber will after the lapse of 20 (twenty) *days* from date of receipt of the referral, save if the

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<sup>4</sup> The proceedings in respect of urgent applications will be regulated by the chairperson seized with the matter.

<sup>5</sup> The proceedings in respect of urgent applications will be regulated by the chairperson seized with the matter.

matter has been set down for mediation, refer the matter to duly constituted Dispute Resolution Chamber panel for consideration.

- 45.12. Save in respect of urgent applications<sup>6</sup>, in the event the referring party elected that the matter be adjudicated by oral evidence, the *League* will notify all parties to the *dispute* by facsimile or electronic mail of the date, time, and venue of the mediation and/or hearing affording the parties at least 14 (fourteen) *days*' notice of the hearing date.
- 45.13. The parties to a matter set down for oral hearing, may at any time by written *agreement*, request that the matter be decided only on the written submissions made by the parties.
- 45.14. As a general rule the time limits set by the Dispute Resolution Chamber will not be shorter than 10 (ten) *days*. In urgent cases these time limits may be reduced to 24 (twenty-four) hours.
- 45.15. Parties will serve upon each other at the addresses set out in their referral and/or opposing statements and service may be effected by hand, telefax, or email.

### **Oral hearings**

- 45.16. A matter set down for hearing will only be postponed without the parties appearing before the Dispute Resolution Chamber, if:–
- 45.16.1. all parties to the *dispute* agree in writing; and
- 45.16.2. the written *agreement* is received by the *League* 48 (forty eight) hours before the hearing.
- 45.17. If a party to the *dispute* fails to attend proceedings before the Dispute Resolution Chamber despite receiving proper notice and that party:–
- 45.17.1. had referred the *dispute*, the Dispute Resolution Chamber will dismiss the matter save where good cause is shown; or
- 45.17.2. had not referred the matter, the Dispute Resolution Chamber will continue with the proceedings in the absence of that party save where good cause is shown for a delay.
- 45.18. All oral hearings will be recorded.
- 45.19. Each party will be responsible for procuring its own witnesses.

### **Hearings by application**

- 45.20. The matter referred will be regarded as ready to be adjudicated after 20 (twenty) *days* after receipt by the *League* of the referral.

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<sup>6</sup> The proceedings in respect of urgent applications will be regulated by the chairperson seized with the matter.

- 45.21. The parties will not supplement or amend their requests or their arguments, to produce new exhibits or to specify further evidence on which they intend to rely, after closure time period as stipulated above.
- 45.22. The appointed Dispute Resolution Chamber may, however, at any time request additional statements and/or documents from the parties if necessary.
- 45.23. The Dispute Resolution Chamber will assess the evidence as it sees fit. It will reach a decision on the basis of where it deems necessary.
- 45.24. The Dispute Resolution Chamber may also take into account evidence other than that submitted by the parties, which may be obtained through the *League* records, *SAFA* records and/or *FIFA* records.

### **Decisions**

- 45.25. Decisions of a Dispute Resolution Chamber dealing with a particular *dispute* will be made by majority vote, with each panellist having one vote and *the chairperson* of the tribunal having a second casting vote in addition to his or her deliberative vote in the event of a tied vote.
- 45.26. Decisions may also be taken by way of circulars.
- 45.27. Decisions will be communicated in writing.
- 45.27.1. The grounds of a decision will be communicated as stipulated below.
- 45.27.2. The time limit to lodge an appeal begins upon communication of the grounds of the decision to the parties.
- 45.28. Obvious mistakes in decisions may be corrected, *ex officio* or on application, by the Dispute Resolution Chamber that made the decision.
- 45.29. Decision / Notification is deemed to be complete at the moment the decision is delivered to the party, at least by e-mail. Notification of a representative will be regarded as notification of the party.
- 45.30. The Dispute Resolution Chamber may decide not to communicate the grounds of a decision and instead communicate only the findings of the decision.
- 45.31. At the same time, the parties will be informed that they have 10 (ten) *days* from receipt of the findings of the decision to request, in writing, the grounds of the decision, and that failure to do so will result in the decision becoming final and binding and the parties being deemed to have waived their rights to request grounds of the decision or to file an appeal.
- 45.32. If a party requests the grounds of a decision, the motivated decision will be communicated to the parties in full, written form. The time limit to lodge an appeal begins upon receipt of this motivated decision.



45.33. All grounds of decisions will contain at least the following:–

- 45.33.1. the date of the decision (for decisions taken by way of circular, the date of completion of the circular process);
- 45.33.2. the names of the parties and any representatives;
- 45.33.3. the names of the Dispute Resolution Chamber members participating in the decision taken by the decision-making body;
- 45.33.4. the claims and/or motions submitted by the parties;
- 45.33.5. a brief description of the case;
- 45.33.6. the reasons for the findings;
- 45.33.7. the outcome of the evaluation of evidence;
- 45.33.8. the findings of the decision;
- 45.33.9. the signature of the presiding Dispute Resolution Chamber chairperson;
- 45.33.10. an indication of any legal recourse available (stating the form of the appeal and the time limits).

45.34. All decisions that lead to sporting sanctions may only be communicated with grounds.

#### **46. COMPENSATION FOR THE TRAINING, DEVELOPMENT AND EDUCATION OF YOUNG PLAYERS**

- 46.1. A *Player's* training, development and education take place between the ages of 12 (twelve) and 21 (twenty one). Subject to these *Rules*, training, development and education compensation may be payable in respect of the first registration or the transfer of registration of a professional *Player* for any registration or transfer of registration occurring up to the age of 23 (twenty three).
- 46.2. Training, development and education compensation will be paid by the registering *Member Club* to the *Member Clubs* involved in the training, development and education of that *Player*:–
  - 46.2.1. when the *Player* signs his first *contract* as a professional, and
  - 46.2.2. on each occasion thereafter before the *Player's* 23<sup>rd</sup> (twenty-third) birthday when the registration of the *Player* is transferred to another *Member Club* while the *Player* retains his professional status.

- 46.3. No amount of any compensation will be payable to any person other than a *Member Club* or *club*.
- 46.4. The entitlement and amount of compensation, if any, to be paid for training, development and education and its distribution between the *Member Clubs* qualifying for compensation will be calculated in accordance with these *Rules*.
- 46.5. It is the responsibility of the registering *Member Club* to determine whether training, development and education compensation is due and to calculate the amount of the compensation for training and development 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 *Member Club* in discharging this obligation.

#### 47. CATEGORIES OF CLUBS

- 47.1. In order to calculate the compensation for training, development and education, *Member Clubs* that train, develop and educate *Players* will be categorised as follows:–
- 47.1.1. Category 1: *Premier Division Member Clubs*;
- 47.1.2. Category 2: *National First Division Member Clubs*.

#### 48. DETERMINATION OF COMPENSATION

- 48.1. The compensation for the time being will be:–
- 48.1.1. Category 1: R50,000 per year;
- 48.1.2. Category 2: R25, 000 per year.
- 48.2. Prior to the commencement of the first registration period in each *Season*, the *Executive Committee* may determine changes to the above compensation amounts and these will come into force without the need to amend this *Rule*.

#### 49. PAYMENT OF COMPENSATION

- 49.1. When a *Player* concludes his first professional *contract* and is registered with the *League*, training, development and education compensation will be payable as follows to qualifying *Member Clubs*:–
- 49.1.1. Each qualifying *Member Club* will be paid an amount equal to the annual training, development and education compensation for its category multiplied by the number of years for which the *Player* was a contracted member of the *Member Club* or its youth development programme or academy between the ages of 16 (sixteen) to 21 (twenty one);

- 49.1.2. Irrespective of its category each qualifying *Member Club* will be paid an amount equal to the annual training and development costs for a category 2 (two) *Member Club* multiplied by the number of years for which the *Player* was a contracted member of the *Member Club* or its youth development programme or academy between the ages of 12 (twelve) and 15 (fifteen).
- 49.2. In cases of subsequent transfers of registration within South Africa, compensation will be payable as follows:–
- 49.2.1. The registering *Member Club* will pay the previous *Member Club* an amount equal to the annual training, development and education compensation listed on the tariff for the previous *Member Club's* category multiplied by the number of years for which the *Player* was a contracted member of the *Member Club* or its youth development programme or academy with that *Member Club* between the ages of 12 (twelve) to 21 (twenty one);
- 49.2.2. 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 Statutes*.
- 49.3. The Dispute Resolution Chamber will be entitled to award additional training, development and education compensation in cases where a *Member Club* is able to demonstrate that it has a dedicated youth development programme or academy in place and has trained, developed and educated the *Player*. Such additional compensation will not exceed the sums actually spent by the *Member Club* in respect of the training, development and education of the *Player*.

## 50. OVERDUE PAYABLES

- 50.1. *Member Clubs* are required to comply with their financial obligations towards *Players* and other *Member Clubs* as per the terms stipulated in the *contracts* signed with their professional players and in their transfer agreements.
- 50.2. Any *Member Club* found to have delayed a due payment for than 30 (thirty) *days* without a *prima facie* contractual basis may be sanctioned by the Dispute Resolution Chamber in accordance with Rule 50.4 below.
- 50.3. In order for a *Member Club* to be considered to have overdue payables in the sense of this Rule, the creditor (*Player* or *Member Club*) must have put the debtor *Member Club* in default in writing and have granted a deadline of at least 10 (ten) *days* for the debtor *Member Club* to comply with its financial obligation(s).
- 50.4. The Dispute Resolution Chamber may impose the following *sporting sanctions*:–
- 50.4.1. a warning;

- 50.4.2. a reprimand;
  - 50.4.3. a fine;
  - 50.4.4. a ban from registering any new *Players*, either nationally or internationally, for one or two entire and consecutive registration periods.
- 50.5. The *sporting sanctions* provided for in Rule 50.4 above may be applied cumulatively.
- 50.6. A repeated offence will be considered as an aggravating circumstances and lead to more severe *sporting sanctions*.
- 50.7. The execution of the registration ban in accordance with Rule 50.4.4 above may be suspended. By suspending the execution of a registration ban, the Dispute Resolution Chamber subjects the sanctioned *Member Club* to a probationary period ranging from 6 (six) months to 2 (two) years.
- 50.8. If the *Member Club* benefitting from a suspended registration ban commits another infringement during the probationary period, the suspension is automatically revoked and the registration ban executed; it is added to the sporting sanction pronounced for the new infringement.
- 50.9. The terms of this Rule 50 are without prejudice to the application of further measures in accordance with article 17 of the *FIFA* Regulations on the Status and Transfer of *Players* in case of unilateral termination of the contractual relationship.

## CHAPTER 4: PROTESTS AND COMPLAINTS

### 51. PROTESTS

- 51.1. A *Member Club* may lodge a protest with the *League* against another *Member Club* in respect of any *match* in which they played each other under the auspices of the *League*.
- 51.2. A protest will not be entertained if it relates to a decision of the referee or assistant referee made during the *match* as these decisions are final.
- 51.3. Where the protest relates to a *Player* who is alleged to be an ineligible player, the protesting *Member Club* will lodge a written objection to the fielding of the player detailing the reasons for the objection, with the referee and the opposing captain in the presence of an assistant referee no later than 30 (thirty) minutes before the start of the *match*.
- 51.4. Where the protest concerns any other alleged contravention of the *NSL Handbook* by a *Member Club*, *Member Club Official*, *Player* or *Match Official* in a particular *match*, the protest must:–
  - 51.4.1. be made to the referee and the opposing captain in the presence of an assistant referee;
  - 51.4.2. be made before the final whistle; and
  - 51.4.3. set out the reasons for the protest.
- 51.5. A detailed written protest (“**the written protest**”) accompanied by a protest fee of R20,000.00 (twenty thousand rand) plus value added tax must be lodged with the *League* within 24 (twenty four) hours of the *match* (excluding the *day* of the *match* itself, Saturdays, Sundays or public holidays).
- 51.6. *The written protest* must set out the reasons for the protest including the facts on which it is based and must refer to the *Article* or *Rule* allegedly contravened by the alleged offender
- 51.7. The *onus* is on the protesting *Member Club* to ensure that the provisions of this *Rule* are complied with, failing which the protest will not be entertained by the *League*.
- 51.8. If a protesting *Member Club* lodges a protest at the *match* but does not lodge a written protest the protesting *Member Club* will automatically be fined R20,000.00 (twenty thousand rand).
- 51.9. If a written protest is lodged but withdrawn by the protesting *Member Club* after the commencement of the hearing, then the protest fee will be forfeited to the *League*.
- 51.10. Upon receipt of a valid written protest together with the protest fee, the *League* will charge the offending party with committing the offence complained of.

- 51.11. At the hearing the protest will be tabled by the *Prosecutor* and thereafter the protesting *Member Club* will bear the *onus* to conduct and prove its case.
- 51.12. The Disciplinary Committee will dismiss the protest if it concludes that the provisions of this *Rule* have not been complied with, the protest is at face value frivolous or vexatious, or the protest does not disclose a *prima facie* case.
- 51.13. Only the protesting *Member Club* will have the right to appeal against the decision of the Disciplinary Committee not to entertain the protest or to dismiss the protest.
- 51.14. If the Disciplinary Committee proceeds:–
- 51.14.1. The charges set out in the protest will be heard by the Disciplinary Committee in accordance with the procedure applicable to disciplinary proceedings except that the as the protesting *Member Club* bears the *onus* of proving its case it will have to prosecute the protest;
- 51.14.2. The alleged offender will have all the rights afforded to parties charged with misconduct as contemplated in this *NSL Handbook*;
- 51.14.3. Either party may request the *League* to subpoena any party under its jurisdiction to give evidence or produce any book, paper or document at the hearing;
- 51.14.4. The Disciplinary Committee may impose any sanction available to it in terms of the *NSL Handbook*.
- 51.15. The protesting *Member Club*, the alleged offender or the *League* may appeal to the *SAFA* Appeal Board against any decision of the Disciplinary Committee.

## 52. COMPLAINTS

- 52.1. Any *Member Club*, *Member Club Official* or *Player* (“**the complainant**”) may lodge a complaint with the *Chief Executive Officer* of the *League* in respect of an alleged act of misconduct provided that:–
- 52.1.1. the complaint is lodged in writing, and accompanied by a complaint fee of R30,000.00 (thirty thousand rand) plus value added tax;
- 52.1.2. the complaint sets out the full facts on which it is based and refers to the *Article* or *Rule* allegedly contravened;
- 52.1.3. the complaint is not made against the decision of the referee or assistant referee which decisions are final.
- 52.2. If a complaint relates to the registration of a *Player*, the complaint must be lodged no later than 40 (forty) *days* after the date of the closure of the registration period during which that registration was made, or within 40 (forty) *days* of the date of registration if such registration took place outside a registration period.

- 52.3. For all other complaints, the complaint must be lodged within 40 (forty) *days* of the date that the alleged misconduct took place.
- 52.4. Notwithstanding the provisions of this *Rule* no complaint may be lodged more than 5 (five) *days* after the last league competition *fixture* of the applicable Division.
- 52.5. The *onus* is on *the complainant* to ensure that the provisions of this *Rule* are complied with, failing which the complaint will not be entertained by the *League*.
- 52.6. Upon receipt of a valid complaint together with the complaint fee, the *League* will charge the offending party with committing the offence complained of.
- 52.7. At the hearing the complaint will be tabled by the *Prosecutor* and thereafter *the complainant* will bear the *onus* of conducting and proving its case.
- 52.8. The Disciplinary Committee will dismiss the complaint if it concludes that the provisions of this *Rule* have not been complied with; the complaint is at face value frivolous or vexatious, or the complaint does not disclose a *prima facie* case.
- 52.9. Only *the complainant* will have the right to appeal against the decision of the Disciplinary Committee not to entertain the complaint or to dismiss the complaint.
- 52.10. If the Disciplinary Committee proceeds:–
- 52.10.1. the charges set out in the complaint will be heard by the Disciplinary Committee in accordance with the procedure applicable to disciplinary proceedings except that the as *the complainant* bears the *onus* of proving its case it will have to prosecute the complaint;
- 52.10.2. The alleged offender will have all the rights afforded to parties charged with misconduct as contemplated in this *NSL Handbook*;
- 52.10.3. Either party may request the *League* to subpoena any party under its jurisdiction to give evidence or produce any book, paper or document at the hearing.
- 52.10.4. In the event of a finding of guilt the Disciplinary Committee may only impose one or more of the following sanctions:–
- 52.10.4.1. the imposition of a monetary *Fine* not exceeding R500,000.00 (five hundred thousand rand);
- 52.10.4.2. the censure of the offending party concerned;
- 52.10.4.3. the closure of a *ground* for a specified stated period;
- 52.10.4.4. ordering the offending party to pay all expenses of and incidental to the consideration of the complaint matter;

52.10.4.5. the suspension of a *Player, Member Club Official* or *Member Club* from all or any specific *football* activity for a specified period of time or a number of *matches*;

52.11. Only *the complainant*, the alleged offender or the *League* will have the right of appeal to the SAFA Appeal Board against any decision of the Disciplinary Committee.



## CHAPTER 5: DISCIPLINARY MATTERS

### 53. DISMISSALS

- 53.1. A *Player* dismissed by the referee (i.e. "red carded" or sent off, including dismissal as a result of 2 (two) yellow cards given in the same *match*) will, for the first occasion in a *Season*, be suspended from participation in the next 2 (two) *matches* to be played by his team in any *Competition* under the auspices of the *League*.
- 53.2. For each subsequent occasion that a *Player* is dismissed during the same *Season* the period of suspension will be increased by 1 (one) *match* from the suspension previously served.
- 53.3. 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*.
- 53.4. Any dismissal that occurs during a *match* stopped or abandoned before the end of regular time will be maintained.
- 53.5. 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. These records will be sent to *Member Clubs* after every *match* in which they participate and the *League* will inform *Member Clubs* when a suspension falls due.
- 53.6. This *Rule* will only be applicable to dismissals that occur in a *match* forming part of an official *Competition* of the *League*.
- 53.7. This *Rule* also applies to *Member Club Officials* who are dismissed by the referee. When under suspension *Member Club Officials* may not enter the *perimeter demarcation* or the tunnel.
- 53.8. Where a *Player* or *Member Club Official* transfers to a new *Member Club* during a period of suspension the suspension will transfer concomitantly to the new *Member Club*.
- 53.9. A *Member Club* may request a review in writing on the grounds of mistaken identity only. The review will be to the *SAFA Referees' Review Committee*.

### 54. CAUTIONS

- 54.1. Any *Player* who accumulates 4 (four) cautions (i.e. "yellow cards") for the first occasion in a *Season* will be suspended from participation in the next 1 (one) *match* to be played by his team in any *Competition* under the auspices of the *League*.
- 54.2. Any *Player* who accumulates an additional 4 (four) cautions (i.e. "yellow cards") in the same *Season* will be suspended from participation in the next 1 (one) *match* to be played by his team in any *Competition* under the auspices of the *League*.

- 54.3. Any *Player* who accumulates an additional 4 (four) cautions (i.e. "yellow cards") in the same *Season* will be suspended from participation in the next 3 (three) *matches* to be played by his team in any *Competition* under the auspices of the *League*.
- 54.4. For each additional 4 (four) cautions received by the same *Player* in the same *Season*, the suspension will be increased by 1 (one) *match* from the suspension previously served.
- 54.5. 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*.
- 54.6. Any caution that occurs during an abandoned *match* will not be maintained unless specific provision is made therefor in terms of this *NSL Handbook*.
- 54.7. 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*. Cautions accumulated during a *Season* will not be carried to the next *Season*.
- 54.8. 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 *Member Clubs* after every *match* in which they participate and the *League* will inform *Member Clubs* when a suspension falls due.
- 54.9. This *Rule* will only be applicable to cautions that occur in a *match* forming part of a *Competition* of the *League*.
- 54.10. Where a *Player* transfers to a new *Member Club* during a period of suspension the counting of *matches* missed will also transfer to the new *Member Club* from the time when the *Player* becomes eligible to play for the new *Member Club*.
- 54.11. *Players* who have accumulated cautions and are transferred to a new *Member Club* will carry over such cautions to the new *Member Club*.
- 54.12. A *Member Club* may request a review in writing on the grounds of mistaken identity only. The review will be to the *SAFA Referees' Review Committee*.

## 55. MISCONDUCT

- 55.1. Misconduct is a breach or infringement of any of the following:–
  - 55.1.1. The *Laws of the Game*;
  - 55.1.2. The Compliance Manual of the *League*;
  - 55.1.3. The *NSL Handbook*;
  - 55.1.4. The *Statutes of FIFA*;
  - 55.1.5. The *Statutes of CAF*;
  - 55.1.6. The *Statutes of SAFA*;

- 55.1.7. An order, requirement or instruction of the *League*.
- 55.2. Unless otherwise specified:–
- 55.2.1. A breach or an attempted breach of the provisions of the *NSL Handbook*, deliberate or otherwise, is misconduct;
- 55.2.2. Anyone who is a participant in a breach whether as an instigator or accomplice, may be charged with misconduct;
- 55.3. 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*:–
- 55.3.1. By the home *Member Club* if it fails to provide adequate security at its *Home Venue* or at any *ground* at which a home *match* is played. In this regard it will be presumed, that a *Member Club* failed to provide adequate security where the spectators at this venue, irrespective of their affiliation, are responsible for improper conduct;
- 55.3.2. Notwithstanding the provisions of *Rule 55.3.1* above, the *League* has a discretion to prosecute the visiting *Member Club* where its spectators are responsible for improper conduct;
- 55.3.3. Improper conduct includes but is not limited to invading or attempting to invade the demarcated area, throwing or attempting to throw projectiles or bottles, damage or attempted damage to property, letting off or attempting to let off incendiary devices, displaying insulting or political slogans, uttering insulting words or sounds, smoking or contravening any statute, regulation or by-law;
- 55.3.4. By a home *Member Club* if it fails to protect *Match Officials* against acts or attempted acts of violence, intimidation or any other form of abuse before, during or after a *match* at its *Home Venue* or any *ground* at which a home *match* is played;
- 55.3.5. By a *Member Club* or its *Member Club Officials* or *Players* in the event of their insulting or assaulting *Players*, physically or verbally abusing other *Member Club Officials*, *Match Officials* or any other person at a *match*;
- 55.3.6. By a *Member Club*, or its *Member Club Official*, or *Players*, should any of them commit or fail to take reasonable steps to prevent:–
- 55.3.6.1. any act having the effect, directly or indirectly, of causing the delay or disruption of a *match*;
- 55.3.6.2. any corrupt, dishonest or unlawful practice in connection with a *match* or in connection with the affairs of the *League*;

- 55.3.6.3. any act of unfair discrimination or harassment;
- 55.3.6.4. any action which offends the dignity of a person through contemptuous, discriminatory or disparaging words or actions considered discriminatory;
- 55.3.6.5. any act which incites others to hatred or violence;
- 55.3.6.6. any provocation of the spectators during a *match*;
- 55.3.6.7. any act which insults someone in any way, especially by using offensive gestures or language, or by violating the principles of fair play or by behaving in an unsporting way;
- 55.3.6.8. any act or threat of violence, intimidation or abuse of a *Match Official*;
- 55.3.7. the failure to fulfil a *fixture* or *match* for which a date, time and venue has been fixed by the *League*;
- 55.3.8. the giving, offering, promising or acceptance, whether directly or indirectly, of any inducement, reward or bribe, to anybody in relation to a *match*, the sport of *football* or the affairs of the *League*;
- 55.3.9. the inducement of *Players* or *Member Club Officials* to breach a *contract*;
- 55.3.10. the approach by a *Member Club*, *Player*, *Coach*, or *Member Club Official*, or any person subject to the provisions of this *NSL Handbook* to seek recourse in a Court of Law, any administrative tribunal, *SAFA*, *CAF* or *FIFA* on any issue that can be determined in terms of this *NSL Handbook* before all procedures prescribed in these prescripts have first been exhausted;
- 55.3.11. the failure to attend a Disciplinary Committee hearing without a valid reason; or
- 55.3.12. the failure to report any act of alleged misconduct to the *League*;
- 55.3.13. any act, statement or conduct considered insulting or which is likely to bring the game, a sponsor, *Player*, *Member Club*, *Member Club Official*, the *League*, *SAFA*, *CAF* or *FIFA* into disrepute.
- 55.4. Where a statement is considered to be improper and is attributable to a *Member Club Official* or *Player*, the *League* will call on that person to admit or deny having made the statement within 5 (five) *days* of being requested to do so.
  - 55.4.1. Where the person admits to making the statement, disciplinary action will be taken by the *League*.

55.4.2. Where the person denies having made the statement, he must confirm that denial at a press conference arranged by the *League* at the expense of that person. The *League* will have a discretion to prosecute the person in circumstances where the denial is untruthful.

55.4.3. Where the *Member Club Official* or *Player* fails to deny the statement, it will be presumed that the statement was made by that *Member Club Official* or *Player* and will be referred to the Disciplinary Committee.

55.5. 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.

## 56. JURISDICTION

56.1. The *League* has the authority to take disciplinary measures in respect of any issues in any way connected to a *Member Club*, *Member Club Officials* or *Players*.

56.2. Although disciplinary decisions are taken by the referee during *matches*, the *League* may charge a *Player* or *Member Club Official* for:–

56.2.1. serious infringements which have escaped the *Match Officials'* attention;

56.2.2. serious infringements not sanctioned appropriately by the *Match Official*;

56.2.3. serious infringements justifying the extension of the duration of a *match* suspension incurred automatically by an expulsion.

## 57. DISCIPLINARY COMMITTEES

57.1. The Disciplinary Committee deals with all cases of alleged misconduct, protests and complaints.

57.2. In making its determinations the Disciplinary Committee will be guided by the *NSL Handbook*, the principles of fairness and equity, the developing jurisprudence of sports tribunals and South African law but will not be bound by any laws relating to procedure or the admissibility of evidence in proceedings before a court of law.

57.3. The Disciplinary Committee may permit the proceedings to be conducted using, or including the use of, electronic media such as video or audio conferencing facilities where these are readily available or can be obtained and where it would prevent delay, save cost, be convenient, and be in the interests of justice.

57.4. The Disciplinary Committee may of its own accord or on the application of any party to the *dispute*, including the *League*, vary any patent error in an order made by it.

57.5. Only parties, their representatives and witnesses to the proceedings may attend the proceedings of a Disciplinary Committee.

- 57.6. The *Prosecutor* will prosecute misconduct matters on the *League's* behalf before the Disciplinary Committee.
- 57.7. Parties may be represented by any person.
- 57.8. The onus of proof in cases of alleged misconduct will rest on the *League* which it will have to discharge on a balance of probabilities.
- 57.9. In hearings before the Disciplinary Committee there will be a rebuttable presumption that audio or video recordings are what they purport to be and can be admitted into evidence without proof.
- 57.10. Facts contained in *Match Officials'* reports are presumed, unless the contrary is proved, to be accurate. Where a respondent alleges that a report is inaccurate and the presence of the author is required at the hearing, it must advise the *League* in writing 48 (forty eight) hours prior to the hearing.
- 57.11. If there is any discrepancy in the reports of *Match Officials*, the referee, the assistant referee or fourth official's report will be accepted in respect of incidents on the *pitch* and the *match* commissioner's report will be accepted for incidents outside the *perimeter demarcation*.
- 57.12. The proceeding will be conducted in English, however, should a party require an interpreter in any of the official South African languages, such request must be made in writing to the *Prosecutor* at least 48 (forty eight) hours prior to the hearing.
- 57.13. If misconduct is proved, the Disciplinary Committee will impose any 1 (one) or a combination of the following sanctions on both natural and legal persons:–

The following sanctions may be imposed on both natural and legal persons:–

- 57.13.1. Warning
- 57.13.2. Reprimand
- 57.13.3. A monetary *Fine* on any terms decided on by the Disciplinary Committee with a maximum of:–
- 57.13.3.1. R1,000,000.00 (one million rand) for a *Member Club*;
- 57.13.3.2. R200,000.00 (two hundred thousand rand) for a *Player* or *Member Club Official*; and
- 57.13.3.3. R100,000.00 (one hundred thousand rand) for any other natural person;
- 57.13.4. Return of awards which include the benefits received, in particular sums of money or symbolic objects;

The following sanctions may only be imposed on natural persons:–

- 57.13.5. Caution;
  - 57.13.6. Expulsion;
  - 57.13.7. Match suspension;
    - 57.13.7.1. A *Member Club Official* who is suspended is banned from the dressing rooms and the area within the *perimeter demarcation*;
    - 57.13.7.2. The suspension is imposed in terms of *matches, days* or months and, otherwise specified in the *Rules*, may not exceed 24 (twenty-four) *matches* or 24 (twenty-four) months;
    - 57.13.7.3. If the suspension is to be served in terms of *matches*, only those *matches* actually played to completion count towards execution of the suspension;
    - 57.13.7.4. If a suspension is combined with a *Fine*, the suspension may be extended until the *Fine* has been paid in full;
  - 57.13.8. A ban from dressing rooms or technical area;
  - 57.13.9. A ban from entering one or more stadiums;
  - 57.13.10. A ban on taking part in any *football* related activity.
- The following sanctions are only applicable to legal persons:–
- 57.13.11. Playing a *match* without spectators;
  - 57.13.12. Playing a *match* in a neutral venue;
  - 57.13.13. A ban on playing in a particular stadium;
  - 57.13.14. The annulment of the result of a *match*;
  - 57.13.15. Expulsion from a competition or from the *League*;
  - 57.13.16. Forfeit of a *match*:–
    - 57.13.16.1. A team sanctioned with a forfeit is considered to have lost the *match* by 3 (three) goals to 0 (nil);
    - 57.13.16.2. If the goal difference at the end of the *match* is greater than 3 (three), the result on the *pitch* is upheld;
  - 57.13.17. Deduction of points;
  - 57.13.18. Relegation to a lower division;

57.13.19. Replay of a *match* if it could not take place or could not be played in full for reasons other than force majeure.

57.14. Partial suspension of implementation of sanctions

57.14.1. The Disciplinary Committee may only suspend a sanction wholly or partially in the following instances:–

57.14.1.1. a *match* suspension;

57.14.1.2. a ban on access to dressing rooms or the technical area;

57.14.1.3. a ban on taking part in any *football*-related activity;

57.14.1.4. the obligation to play a *match* without spectators;

57.14.1.5. the obligation to play a *match* on neutral *ground*; or

57.14.1.6. a ban on playing in a certain stadium.

57.14.2. Partial suspension is only permissible if the duration of the sanction does not exceed six *matches* or six months.

57.14.3. The Disciplinary Committee may suspend a sanction for a period of between six months to two years.

57.14.4. If the party sanctioned with a suspended sentence commits another similar infringement during the period of the suspension, the suspension is automatically revoked and the suspended portion of the sanction is applied and is added to the sanction pronounced for the new infringement.

57.14.5. This *Rule* is not applicable in the case of violations of anti-doping rules.

57.15. The *Prosecutor* will confirm all sanctions in writing.

57.16. Sanctions will, unless otherwise stated, be effective immediately on pronouncement by the Disciplinary Committee and are not dependent on the written confirmation by the *Prosecutor*.

## 58. SPECIFIC SANCTIONS

58.1. Misconduct against persons other than a *Match Official*:–

58.1.1. In addition to the automatic suspension which may have been incurred in accordance with these *Rules*, any person will be charged by the *League*, and on a conviction will, besides a *Fine*, be suspended for:–

58.1.1.1. at least 2 (two) *matches* for assault;



- 58.1.1.2. at least 6 (six) *matches* for spitting at a person other than a *Match Official*.
- 58.2. Misconduct against a *Match Official*:–
- 58.2.1. In addition to the automatic suspension which may have been incurred in accordance with these *Rules*, any person will be charged by the *League*, and on a conviction will, besides a *Fine*, be suspended for:–
- 58.2.1.1. at least 4 (four) *matches* for unsporting conduct towards a *Match Official*;
- 58.2.1.2. at least 6 (six) months for assaulting a *Match Official*;
- 58.2.1.3. at least 12 (twelve) months for spitting at a *Match Official*.
- 58.3. Involvement in a brawl may result in the alleged perpetrators being charged by the *League*, and on a conviction will be suspended for at least 6 (six) *matches*:–
- 58.3.1. Anyone who attempted to de-escalate the brawl will, in the discretion of the *Prosecutor*, not be charged.
- 58.3.2. If it is not possible to identify the perpetrator in a brawl, the *League* will charge the *Member Club* or *Member Clubs* to which the aggressors belong.
- 58.4. Additional disciplinary measures may be imposed on a *Member Club* in the following circumstances:–
- 58.4.1. where the referee cautions or expels at least 5 (five) *Players* of the same team during a *match*;
- 58.4.2. where a *Player* or *Member Club Official* from the same team threaten or harass *Match Official* or other person.
- 58.5. A *Player* or *Member Club Official* who publicly incites others to violence will be sanctioned with *match* suspension for no less than 12 (twelve) months coupled with a *Fine*. In serious cases, in particular when the infringement is committed using the mass media (such as the press, radio, television, electronic or social media) or if it takes place on a *match day* in or around a stadium, the minimum *Fine* will be R50,000.00 (fifty thousand rand).
- 58.6. Any *Player* or *Member Club Official* who provokes the general public before, during or after a *match* will be suspended for a minimum of 2 (two) *matches* coupled with a *Fine*.

## 59. ANTI-DOPING

All persons under the jurisdiction of the *League* are obliged to comply with the anti-doping rules promulgated by the South African Institute for Drug Free Sport and the World Anti-Doping Agency.

## 60. TIME LIMITS FOR PROSECUTION

60.1. Infringements committed during a *match* must be prosecuted within 2 (two) years while other infringements must be prosecuted within 10 (ten) years.

60.2. Prosecution for corruption is not subject to a limitation period.

60.3. The limitation period runs as follows:–

60.3.1. from the *day* on which the perpetrator committed the infringement;

60.3.2. if the infringement is recurrent, from the *day* on which the most recent infringement was committed;

60.3.3. if the infringement lasted a certain period, from the *day* on which it ended.

60.4. The limitation period is interrupted if a summons has been delivered to the offender before the time limit has expired.

## 61. THE INSTITUTION OF DISCIPLINARY CHARGES

61.1. The *Prosecutor* will cause a summons to be served on the alleged offender at least 5 (five) *days* before the hearing setting out the factual basis of the charge and the *Rules* allegedly infringed.

61.2. If an alleged offender, after receipt of a summons admits liability, the offender may engage in discussions with the *Prosecutor* in relation to a plea bargain arrangement.

61.3. Any plea bargain arrangement agreed to between the parties will be placed in writing before the Disciplinary Committee for approval in which event it will not be necessary for the offender to appear before the Disciplinary Committee. If the plea bargain arrangement is acceptable to the Disciplinary Committee it will be made an order. If the Disciplinary Committee does not approve the plea bargain arrangement a hearing will take place.

61.4. If the *Chief Executive Officer* in consultation with the *Prosecutor* is of the opinion that a Disciplinary Committee on convicting the accused will not impose a *Fine* in excess of R20,000.00 (twenty thousand rand) then:–

61.4.1. The *Chief Executive Officer* may endorse the summons to the effect that should the offender admit guilt to the charge he may pay the *Fine* stipulated in the summons without having to appear before the Disciplinary Committee;

61.4.2. The summons will stipulate that the admission of guilt will be paid before a specified date and an admission of guilt *Fine* may be refused by the *Chief Executive Officer* or the *Prosecutor* if paid after that date in which case failing which the hearing of the matter will take place before the Disciplinary Committee as scheduled.

61.5. In the absence of an endorsement in the summons that the offender does not have to attend the disciplinary hearing or that an admission of guilt can be paid, the failure an offender or a witness, to attend a disciplinary hearing is an act of misconduct.

## 62. PROCEDURE BEFORE THE DISCIPLINARY COMMITTEE

62.1. Should any party fail to be present at the hearing the Disciplinary Committee may continue with the hearing in the absence of such party, or it may postpone the hearing, or it will summarily suspend such party from participation in *matches* until that party appears before it.

62.2. The *Prosecutor* may:–

62.2.1. before the offender pleads to a charge, withdraw that charge, in which event the offender will not be entitled to a verdict of acquittal in respect of that charge;

62.2.2. at any time after an offender 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 alleged offender in respect of that charge;

62.3. Should the hearing continue, the *Prosecutor* will read the charges and the offender will then be asked by the chairperson of the Disciplinary Committee to plead. 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".

62.4. If a summons is found to be defective the Disciplinary Committee may allow the *Prosecutor* to amend it at the hearing so that the hearing may proceed.

62.5. 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.

62.6. 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 consents, such admission will be recorded and will be sufficient proof of such fact.

- 62.7. The reports of the various *Match Officials*, if applicable, will then be read out. The alleged offender will be asked if he admits the allegations in the reports. If the alleged offender admits the allegations in the reports, the *Prosecutor* will at his discretion, decide whether he wishes to call the said *Match Officials* to amplify their reports. If the alleged offender *disputes* the allegations in the reports the *Prosecutor* will call the *Match Officials* to give evidence. The cost of calling such officials will be for the alleged offender's account save and except where the alleged offender has admitted the allegations in the *Match Officials* reports or is found not guilty, whereupon the cost will be for the *League's* account.
- 62.8. The alleged offender will be allowed to cross-examine every witness giving evidence on behalf of the *League* provided such question are relevant to the matters in issue. At any time the chairperson of the Disciplinary Committee and through him, members of the Disciplinary Committee may question witnesses giving evidence.
- 62.9. The *Prosecutor* may then call other witnesses in support of the charge/s. The alleged offender 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.
- 62.10. At the conclusion of such evidence, the *League's* case will be closed.
- 62.11. The alleged offender may then give evidence on his or its own behalf and in such event may be questioned by the *Prosecutor* and the Disciplinary Committee.
- 62.12. The alleged offender may then call witnesses to each of whom questions may be put by the alleged offender, in which event they may be questioned by the *Prosecutor* and the Disciplinary Committee.
- 62.13. At the conclusion of such evidence the alleged offender's case will be closed.
- 62.14. The Disciplinary Committee may if it thinks it is desirable, or on application by the *League* or the alleged offender, allow further evidence to be led by either the *Prosecutor* or the alleged offender, or by both, after their cases are already closed.
- 62.15. Save where otherwise provided for in the *NSL Handbook*, 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.
- 62.16. No evidence on any previous misconduct of the alleged offender will be admitted, unless the alleged offender will have put his or its character in issue.
- 62.17. After all evidence has been led, the *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 alleged offender has led evidence or not. The alleged offender will then be afforded the same opportunity.

- 62.18. Upon the conclusion of this aspect of the case, the Disciplinary Committee will deliberate thereon in camera. Once a decision has been reached, the parties will be recalled and the chairperson will announce the verdict.
- 62.19. If the accused is found "not guilty" the hearing will be declared closed.
- 62.20. If the accused is found "guilty" or the accused has pleaded "guilty", the *Prosecutor* will be entitled to lead evidence and/or make representations regarding a suitable sentence to be imposed and the alleged offender will have the same rights and be afforded the same opportunity.
- 62.21. Thereupon, the Disciplinary Committee will deliberate in camera upon the sentence to be imposed. Once a decision has been reached, the parties will be recalled and the chairperson will announce the sentence.

### **63. COMPLIANCE WITH PENALTIES OR ORDERS IMPOSED**

- 63.1. Anyone who fails to pay the *League* a sum of money in full by the due date stipulated by the Disciplinary Committee will automatically be sanctioned with a minimum *Fine* of R10,000.00 (ten thousand rand).
- 63.2. If the defaulting party is a *Member Club*, *Player* or a *Member Club Official* the *Chief Executive Officer* will deduct the total outstanding amount from any moneys payable by the *League* to the *Member Club*.

### **64. DISCIPLINARY RULES AND URGENCY**

- 64.1. If the *Chief Executive Officer* is of the opinion that the prosecution of a complaint, protest, disciplinary matter or appeal according to the prescribed time lines will prejudice the *League*, he may escalate the relevant issue directly to arbitration as provided for in terms of the *SAFA Statutes*.
- 64.2. Until an order as to cost is made by the Arbitrator, the cost of the arbitration in terms of this *Rule* will be borne by the party lodging the *dispute*.