

# SARU Player Agent Code of Conduct



1. I will at all times act in accordance with South African law, the IRB Bye-Laws and Regulations Relating to the Game, SARU Constitution, SARU Regulations and Codes of Conduct, SA Rugby (Pty) Ltd Code of Conduct, decisions of SARU and SA RUGBY and regulations of SANZAR. I acknowledge that I am bound by these regulations which include any sanctions these Regulations provide for to be potentially imposed against me should I be in breach of any of its provisions. Furthermore, I will at all times and without exception act in the legitimate best interests of any Player I represent as Agent and rugby in general. I will at all time act with due care and skill and deal with him and all third parties honestly, diligently and fairly.
2. I will at all times represent the Players for whom I am an Agent with a conscientious regard for their personal and professional welfare.
3. I shall under no circumstances perform my duties in such a manner which is detrimental to any Player for whom I act as Agent or rugby in general.
4. I shall not provide materially false or misleading information to any Player, Rugby Body, SARU, SA RUGBY or prospective Player in the context of recruiting the Player as a client or in the course of representing that Player as his Agent and I shall take all reasonable steps required to verify information so provided as both true and correct.
5. I shall not act on information received pertaining to a Player in the context of recruiting the Player as a client or in the course of representing a Player unless I have taken all reasonable steps required to verify information so provided as both true and correct.
6. I will act in a professional manner and with honesty and integrity towards each Player whom I represent and give each Player a complete and truthful account of all negotiations, dealings and other matters conducted by me with a Rugby Body, SARU or SA RUGBY.
7. I will not offer money or material goods directly, discounts or any benefit through any third party to or for any Player so as to induce him to sign a Standard Player Agent Agreement with me.
8. I will not approach any Player or the Player's legal guardian during any school examination period to endeavour to recruit that Player as a client of mine.
9. Players who have not yet reached the age of eighteen (18) shall not be approached to sign a Standard Player Agent Agreement with me or any agent working for me or who is in association with me.
10. I will not conceal or withhold any information from any Player whom I represent which relates to that Player's employment, commercial opportunities or the Player's individual contract negotiation.
11. I will not agree to act as Agent for a Player where that Player is or was represented by another Agent unless:
  1. I receive from the Player a copy of the written notice by the Player to his previous Agent and the previous Agent confirmed in writing that the agreement between him and the Player was terminated; or
  2. the other Agent has consented in writing to me acting as Agent for that Player; or
  3. I am satisfied that any agreement between the Player and the previous Agent has come to an end; and
  4. provided that my acting as Agent on behalf of the Player will not contravene any of the SARU Player Agent Regulations.
12. Before entering into a Player Agent Agreement with a Player I will disclose in writing to the Player any arrangement, understanding, contract, agreement or contract of employment I have with a Rugby Body, SARU or SA RUGBY.
13. I will provide the Board with all materials that it deems relevant with respect to any inquiry it is making and in all other respects co-operate fully with the Board.
14. I will comply with all provisions of the SARU Player Agent Regulations and unconditionally and irrevocably admit that I am bound to the provisions and sanctions of these provisions in as far as they are applicable to me in my

capacity as a Player Agent.

15. I will not procure, induce, assist or encourage a Player to breach the terms and conditions of his employment contract with a Province, a Player Agent Agreement or the Provincial and/or National ( Springbok ) players Contract.
16. I will provide to each Player I represent, on or before 30 November of each year, an itemized statement covering the period 1 November of the prior year through to 31 October of the year in which the statement is represented. Such statement shall separately set out all fees charged to the Player and any expenses incurred in connection with any services performed pursuant to this Agreement. Such fees will include:
  1. Individual Player Salary Negotiations;
  2. Commission earned from the utilization of the Image Rights of the Player including but not limited to the Player's name, image, voice, likeness, reputation, trade marks and the like;
  3. Financial, investment, legal, tax and/or other advice to the player;
  4. Miscellaneous services.
17. I will establish and maintain, throughout the period of representation, and for a period of not less than two (2) years after the conclusion of representing a Player, a comprehensive file and/or record of all services performed including but not limited to notes and memoranda regarding contract negotiations, fee and representation agreements, Player Contracts, Standard Player Agent Agreements and to deliver same to the Player on request in writing.
18. I will disclose in any Standard Player Agent Agreement whether I hold current Professional Indemnity Insurance and the level of such cover, and disclose any change to such cover in writing to the Player within seven (7) days.
19. I will not engage in any other activity which creates an actual or potential conflict of interest with the effective representation of a Player.
20. I recognize the sponsors of SARU, SA RUGBY ( or their successor in title ) and Rugby Bodies and shall not do anything which will harm or damage the relationship between SARU/SA RUGBY and its sponsors.
21. I will not represent, directly or indirectly to anyone that the Board, through accreditation or any other action has endorsed or recommended me over and above other Accredited Agents.
22. I will not use the IRB, RWC Ltd, SANZAR, SARU, SA RUGBY or any Rugby Body's trademarks in connection with myself or my business in any manner other than expressly approved by them.
23. I will not solicit or accept any fees, commissions, money or any other benefit from a Province in relation to the Players Contract. However, this undertaking will not prevent me to, with the express consent of the Player I represent and which consent will be communicated in writing to the Province, have commission due and payable to me by a player subtracted from the player's monthly salary and paid over to me by the Province.
24. I will encourage, wherever possible and practicable the Player(s) I represent to take full advantage of and commit to the Career Training Scheme of SARPA, SARU, SA RUGBY, and/or SAREO.
25. An Agent who breaches the above Code of Conduct shall be subject to disciplinary provisions of the SARU Regulations pertaining to Illegal and Foul Play and Misconduct and I expressly acknowledge and consent to the jurisdiction of SARU in this regard.
26. Any violation of any of the provisions of the Code of Conduct may, in the event of a finding of guilty result in the sanctions provided for in 4.7.3 of the Player Agent Regulations.

## **SARU PLAYER AGENT SCHEME**

## **SARU PLAYER AGENT ACCREDITATION SCHEME**

### **ACCREDITATION CRITERIA**

Any natural person desirous of acting as an Agent shall apply in writing to the Board to have him accredited as such. The Board shall decide whether the applicant fulfils the basic requirements to obtain Accreditation. Only natural persons are allowed to apply. Applications from legal entities such as Companies, Close Corporations, Firms, Partnerships and the like will not be considered.

The Board will apply the following criteria in determining the eligibility for Accreditation of an Agent:

1. An Agent must:
  1. satisfy all eligibility criteria in accordance with the Scheme Regulations;
  2. have no previous conviction for legal proceedings brought against the Agent by a Player, Players' Association, SARU, SA RUGBY, Rugby Body or governing body of a sport;
  3. have no conflict of interest e.g. the Agent must not be employed, nor be an elected official of a Rugby Body, SARU or SA RUGBY ( or their successor in title ).
  
2. The Board will deny accreditation in the event that an Agent:
  1. has a pending criminal charge(s) or a criminal record;
  2. has been disqualified or suspended from any profession;
  3. the applicant has made false or misleading statements of a material nature in his/her accreditation application;
  4. the applicant has misappropriated funds, or engaged in other specific acts such as embezzlement, corruption, theft, fraud, bribery or related unlawful activities which would render him/her unfit to serve in a fiduciary capacity on behalf of Players;
  5. the applicant has engaged in any conduct other than stated in this clause that significantly impacts adversely on his/her credibility, integrity or competence to serve in a fiduciary capacity on behalf of players;
  6. the applicant declines to confirm that he/she will comply with these Regulations or any amendments thereto and that he/she will abide by the fee structure of the Standard Player Agreement;
  7. the applicant failed to fully and accurately complete the Application for Certification.
  
3. Representation by third parties:

Admitted attorneys, practicing advocates who have passed the bar examinations of the General Bar Council of South Africa, auditors and Immediate Family shall be exempt from writing an exam but must still attend the annual Professional Development Workshop. They however need to be officially accredited by SARU.
  
4. An Agent with full accreditation prior to the acceptance of these regulations shall not be required to apply and to write the examination provided that such agent can submit proof in writing to confirm that he acted and provided services as an agent during the last 12 months before the acceptance of these regulations. These Agents will however be required to attend the annual Workshop.
  
5. A Temporary Agent will continue to operate with the temporary license until he has successfully completed his first examination in July 2009. His temporary license will lapse the moment the Board disapproved his application, or he has failed his first examination.

## **SARU PLAYER AGENT REGULATIONS**

### **INTRODUCTION**

SARU has adopted the following regulations governing accredited Agents. The purpose of the SARU Player Agent Accreditation Scheme is to provide Agents with a mechanism by which they may be officially recognised as appropriately qualified to carry on the business of an Agent; to improve and maintain the quality, competence and professionalism of Agents; and to benefit Players and rugby generally by enabling the Players to be represented by qualified Agents who are bound by a Code of Conduct and act in the best interests of the Player.

#### **1. INTERPRETATION**

##### **1. Definitions**

In these Regulations, unless the contrary intention appears:

1. "Accreditation" means accreditation in accordance with the SARU Player Agent Regulations;
  
2. "Agent" means a natural person who is an agent or representative of a in contract negotiations with a

Province and any of the other services set out in clause 2.4 of these Regulations and who has been accredited under these Regulations;

3. "Appeal Tribunal" means an independent tribunal appointed in accordance with the Illegal, Foul Play and Misconduct Regulations of SARU;
4. "Board" means the SARU Player Agent Accreditation Board established under the SARU Player Agent Regulations to manage the SARU Player Agent Accreditation Scheme and comprising of three (3) members appointed by SARU in consultation with SARPA and SAREO;
5. "Club" means a body or organization that is a member of or is affiliated directly or indirectly to a Rugby Body;
6. "Code of Conduct" means the SARU Player Agent Code of Conduct in place from time to time governing the conduct of Agents and as agreed upon by SARU and to which the Agents are bound;
7. "Collective Agreement" means the agreement annually negotiated between SARPA and SAREO regulating the terms and conditions of employment of rugby players and the relationship between the two parties:
8. "Dispute" means a dispute involving an Agent, a Player, Rugby Body, SARU or SA RUGBY in relation to the SARU Player Agent Regulations;
9. "Franchise" currently means the following South African Super 14 Franchise Teams participating in the Super 14 Competition:
  - VODACOM BULLS;
  - LIONS;
  - SHARKS;
  - VODACOM CHEETAHS;
  - VODACOM STORMERS.
10. "Immediate Family" means mother, father, brother, sister, stepmother, stepfather, stepbrother or stepsister;
11. "Judicial Officer" means a senior legal practitioner of at least seven (7) years standing or a serving or retired judge who shall have had previous experience in rugby disciplinary proceedings;
12. "National Judicial Committee" means an ad hoc Committee appointed in terms of clauses 14.1.13.2 of the Constitution with the powers and functions as stated in 14.1.13 of the Constitution, with the right to delegate such powers and functions;
13. "Player" means any person registered with a Club in South Africa, or when applicable, a member of Team Management of a Rugby Body;
14. "Player Agent Agreement" means a standard agreement between a Player and an Agent as collectively ratified by SARU, SARPA and SAREO;
15. "Player Contract" means the Standard Players Contract (SPC) between the Player and a Rugby Body annually negotiated between SAREO and SARPA which sets out the employment conditions and minimum standards applying to all Players;
16. "Professional Development Workshop" means a workshop conducted annually by the Board which all Player Agents are compelled to attend;
17. "Province" means a rugby province as mentioned in clause 7.1 of the SARU Constitution and includes the company or other entity carrying on its commercial activities and its professional rugby businesses;

18. "Regulations" means the SARU Player Agent Regulations adopted from time to time by SARU;
19. "Rugby Body" means a Club, Province, Super 14 Franchise or group of clubs or similar organisation who is a member of or is affiliated directly or indirectly to a Member or Associate Member of SARU;
20. "RWC Ltd" means
21. "SA RUGBY" means SA Rugby (Pty) Limited, a private limited company with registration number 2000/026786/07, duly incorporated in accordance with the company laws of the Republic of South Africa, with its registered office at 5th Floor, The Sport Science Institute of South Africa Building, Boundary Road, Newlands, 7700 or its successor in title;
22. "SANZAR" means an unincorporated joint venture between SARU, SA RUGBY, New Zealand Rugby Football Union Inc and the Australian Rugby Union Ltd;
23. "SARPA" means The South African Rugby Players' Association;
24. "SARU" means the South African Rugby Union, a voluntary association not for gain or its successor in title;
25. "Super 14" means the Vodacom Super 14 Competition, an international provincial rugby championship competition played by provincial states or regional teams from South Africa, Australia and New Zealand, currently made up of 14 (fourteen) teams comprising 5 (Five) South African, 5 (Five) New Zealand and 4 (Four) Australian teams.
26. "Team Management" means the following personnel, but not limited to the head coach, assistant coaches, team manager, trainers, strength conditioners, physiotherapists and doctors.
27. "Temporary Agent" means an agent with a temporary license issued by SARU prior to the acceptance of these regulations.

## 2. Headings

Headings do not affect the interpretation of these Regulations.

## 2. SCOPE OF REGULATIONS

### 1. Compulsory Accreditation

Players who use or appoint an Agent to represent, advise or assist them in individual contract negotiations with any Rugby Body and/or who requires the consent of a Rugby Body for the use of a Player's Image Rights pursuant to the Players Contract must use an accredited Agent.

The Rugby Bodies are to only engage in individual contract negotiations with Agents accredited under these Regulations and will only provide consent to accredited Agents for the use of a Player's Image Rights in any commercial activities as required by the Players Contract. In cases where a Rugby Body requires consent to the use of a Player's Image Rights and such Player is represented by an Agent, the Player will be approached via his Agent for such consent.

### 2. Self Representation

Nothing in these Regulations shall require either a Player representing himself or a member of a Player's Immediate Family representing, advising, counseling or assisting him, to be an Accredited Agent.

### 3. SARPA Representation

Nothing in these Regulations shall require SARPA employees, representing, advising, counseling or assisting a Player, to be an Accredited Agent subject thereto that such SARPA representatives will represent a player or players in terms of the applicable Labour Legislation.

### 4. Services covered by these Regulations

The following activities of Agents are governed by these Regulations:

1. the provision of representation, advice, counsel or assistance to Players with respect to the negotiation of Player Contracts;
2. the execution and enforcement of Player Contracts and other related arrangements; and
3. the provision of other services to a Player including but not limited to the securing of marketing and promotional opportunities or personal endorsements and sponsorships involving the utilization of the image rights of a Player

### 3. SARU PLAYER AGENT ACCREDITATION BOARD

1. The Board will be responsible for:
  1. managing the Scheme as determined by SARU and in accordance with these Regulations;
  2. performing all acts and doing all things as appear to the Board to be necessary or desirable for the proper management of the affairs of the Scheme;
  3. overseeing the Accreditation process including who may be eligible in becoming Accredited and how those eligible might become Accredited;
  4. establishing the content, composition of and nature of the annual compulsory Professional Development Workshop.
2. The Board will comprise of three (3) members appointed by SARU in consultation with SARPA and SAREO. One (1) shall act as an independent Chairman.
3. The Board will determine matters by majority vote.
4. The Board will meet as often as is necessary to conduct business for the benefit of the Scheme.
5. The composition of the Board shall be reviewed by SARU, after consultation with SARPA and SAREO every two (2) years or such other period as decided by SARU in consultation with SARPA and SAREO.
6. Subject to these Regulations the Board may develop its own operational procedures.

### 4. ACCREDITATION

#### 1. Eligibility

Unless otherwise determined by SARU, in order to be granted and to maintain Accreditation, an Agent must:

1. be eighteen (18) years or older;
2. not make any false or misleading statements of a material nature in the application for Accreditation;
3. not have been convicted of any offence or been a defendant in any civil proceedings in which a final judgment was made against the Agent involving fraud, forgery, corruption, theft, embezzlement, misappropriation of funds, breach of fiduciary duty, professional negligence or legal malpractice;
4. attend the Professional Development Workshop as designated by the Board;
5. not engage in any other conduct that might in the reasonable opinion of SARU impact adversely on the Agent's competence to serve in a fiduciary capacity on behalf of a Player's best interests; and
6. agree to comply with the IRB Bye Laws and Regulations Relating to the Game, SARU Constitution, SARU Regulations and SARU Codes of Conduct, SA RUGBY Code of Conduct, SA RUGBY Regulations and SANZAR Regulations, including the Player Agent Code of Conduct and the SARU Player Agent Regulations in force from time to time;
7. at all times, when representing a Player, be in possession of a SARU business type Accreditation card as issued by SARU on an annual basis;
8. attend an annual seminar arranged by SARU in consultation with SARPA and SAREO on individual contract negotiations and IRB and SARU Regulations;
9. execute and abide by the Standard Player Agent Agreement with all Players;
10. advise SARU, SARPA and SAREO of any violations by a Rugby Body of a Player's Contract or the Collective Agreement;
11. agents shall be required to have a sound knowledge of the applicable SARU, SA RUGBY and IRB Regulations;
12. disclose to SARU on a quarterly basis the names of Players represented by the Agent;
13. educate players about their rights and benefits pertaining to, for instance his Player Contract, sponsorship contracts and the like;
14. not represent a Player whilst not being an accredited Agent.

## 2. Application

1. Any applicant applying for Accreditation for the first time shall be allowed to do so at any time.
2. Each applicant for Accreditation shall apply in the form and manner prescribed by SARU from time to time.
3. Each applicant must pay the application fee prescribed by SARU from time to time.
4. SARU will retain information submitted by an applicant for Accreditation and will use that information for the purposes of administering the Scheme and the Regulations.
5. SARU may provide such information to Players on request. Each Agent must disclose to the Board any change to the information contained in their Application Form within two (2) weeks of such change.
6. Any Applicant who, for whatever reason has to apply for Accreditation a second time or more, will be allowed to do so only between 15 January and 15 February of each year.

## 3. Grant

1. Only natural persons may be granted Accreditation.
2. Until the Agent has paid such annual fee, Accreditation shall not be granted.
3. An Agent shall comply with the IRB Bye Laws and Regulations Relating to the Game, SARU Constitution and Regulations, SARU Codes of Conduct, SA RUGBY Code of Conduct, SA RUGBY Regulations and SANZAR Regulations, including the Player Agent Code of Conduct and the Player Agent Regulations in force from time to time.
4. Agent Accreditation shall be renewed on an annual basis after attendance of the Professional Development Workshop held annually at a venue, date and time determined by SARU in consultation with SARPA and SAREO and after payment of the prescribed annual Accreditation fee. Should an Agent not attend the annual Professional Development Workshop, his Accreditation shall automatically be suspended, revoked or cancelled.
5. In the event that Accreditation is suspended, revoked or cancelled, the Agent shall not be entitled to a refund of any fees paid unless the Board, in its sole discretion, decides otherwise.

## 4. Provisional Accreditation

1. In the event that the applicant has provided the application form duly completed, paid the relevant application fee and been determined eligible for Accreditation by the Board, such applicant shall be provided with provisional Accreditation by SARU until he has successfully completed the Board's examination whereupon such applicant shall be granted full Accreditation.
2. During any period of provisional Accreditation, the agent may continue to perform all duties of an Agent, including the negotiation of Player Contracts with Rugby Bodies on behalf of Players; however any failure to complete the Board Examinations successfully shall result in suspension, revocation or cancellation of provisional Accreditation and eligibility for pending Accreditation.  
Should the applicant decide to re-apply he has to submit an application form and pay a non-refundable fee in the amount of R3000,00 (three thousand rand only).
3. An Agent's provisional Accreditation shall remain in force for a maximum period of six (6) months from the date on which it is issued.

## 5. List of Accredited Agents

1. The Board must maintain a register, to be kept at the offices of SARU, listing Agents who are currently Accredited.
2. The register is to show in respect of each Accredited Agent:
  1. full name;
  2. any business name of the Accredited Agent or his/her employer;
  3. the address of the principal place of business of the Accredited Agent;
  4. contact details for the Accredited Agent;
  5. the date on which he/she was Accredited;
  6. payment of annual fees;
  7. attendance at Professional Development workshops; and
  8. particulars of any disciplinary action taken against that Agent by the Board.
3. SARU shall provide and publish on the SA RUGBY and SARPA Websites, a list of Agents who are currently Accredited in accordance with these Regulations.

## 6. Dealing with Rugby Bodies

1. Rugby Bodies are not allowed to negotiate a Player Contract or provide consent for the use of a Player's Image Rights in any commercial activity as required by the Player Contract, with an Agent who is not Accredited. A Province who has been found to negotiate with a non-accredited Agent shall be in breach of the Regulations and will be liable to an appropriate sanction.
2. Before any negotiation of a Player Contract on behalf of a Player, the Agent must provide the Rugby Body with a business card type Accreditation of the applicable year.
3. A Province shall not deal with a non-accredited Agent.

## 7. Denial

The Board may deny Accreditation to an applicant who does not meet the eligibility criteria referred to in Clause 4.1 above. SARU shall notify the applicant in writing if his or her application has been denied, suspended, revoked or cancelled by the Board and the reasons therefor. If the applicant is dissatisfied with the Board's decision, then the applicant may appeal the decision to the Appeals Tribunal in accordance with Clause 9.

## 8. Discipline

1. An Agent, Player, SARPA, SAREO or Rugby Body may notify the CEO of SARU in writing of any alleged breach by any Agent, Player or Rugby Body of the IRB Bye Laws and Regulations Relating to the Game, SARU Constitution and Regulations, SARU Codes of Conduct, SA RUGBY Regulations, SA RUGBY Code of Conduct and SANZAR Regulations. This notification shall include any alleged breach of the Player Agent Code of Conduct and the SARU Player Agent Regulations in force from time to time.
2. The CEO must, upon notification of such allegation, refer the matter to the Chairman of the National Judicial Committee or his nominee who will deal with the matter in accordance with the Illegal and/or Foul Play and Misconduct regulations of SARU.
3. Following any such investigation and in the event of it being determined by a Judicial Officer that an Agent:
  1. engaged in any act or omission by the Agent which, in the reasonable opinion of the Judicial Officer, fails to meet the standard of conduct for maintaining Accreditation under these Regulations, including those set out in the Code of Conduct; or
  2. breached any term of the IRB Bye Laws and Regulations Relating the Game, SARU Constitution, SARU Regulations and SARU Codes of Conduct, SA RUGBY Regulations, SA RUGBY Code of Conduct, and SANZAR Regulations, including the SARU Player Agent Code of Conduct and the SARU Player Agent Regulations in force from time to time,

The Judicial Committee / Judicial Officer may determine one or more of the following:

3. issue an informal reprimand in writing to the Accredited Agent to be retained in the Agent's file;
4. issue a formal letter of reprimand to the Agent which may be made public in SARU, SA RUGBY, SARPA and Provincial publications and the media;
5. suspend for any period the Accreditation of the Agent;
6. revoke the Accreditation of the Agent.
7. impose a monetary fine not exceeding R100 000 (one hundred thousand rand).
8. impose a suspensive condition to the sanctions mentioned in 4.8.3.4 to 4.8.3.6.

SARU shall notify the Accredited Agent in writing of the proposed suspension or revocation and the reasons therefore. The Accredited Agent may challenge any proposed suspension or revocation by appealing such action in accordance with the SARU Illegal and/or Foul Play regulations.

## 9. Cancellation

An Accredited Agent may cancel his or her Accreditation at any time by notice in writing to SARU. No refund of any fees shall be paid to an Agent who cancels his Accreditation under these Regulations.

## 10. Mediation

In the event of a Dispute, the following rules shall apply:

1. An Agent, Player, SARPA, SAREO or Rugby Body may notify SARU in writing of the Dispute.
2. SARU must, within seven (7) days of receiving the notice specified in 4.10.1, provide written notice of the Dispute to the relevant parties specifying the nature of the Dispute.
3. The issue must be discussed between the Parties within fourteen (14) days of the written notice being given.
4. In the event the Dispute remaining unresolved for a further period of fourteen (14) days, SARU shall arrange a formal mediation of the Dispute.
5. The costs of any such formal mediation conducted in accordance with clause 4.10.4 above shall be shared equally by the parties to the mediation.
6. SARU will appoint a mediator with due consideration of the nature of the dispute

## 5. FEES

The following fees apply:

### 1. First Year

1. Application Fee: R1 000,00 (one thousand rand)

Upon receiving the application form and fee on or before 15 January of each year, the Board will assess the merits of the application and whether he/she qualifies to enter the Board Examinations. This fee is non-refundable, irrespective of whether the applicant qualifies to enter the examination, or whether the applicant fails the examination, or whether the applicant is successful.

2. First time Accreditation Fee: R5000,00 (five thousand rand)

The first time Accreditation Fee will be payable by all those Agents who qualifies to write the Board Examinations. Payment must be made prior to the examination whereupon relevant papers will be forwarded in readiness. Should the applicant fail the examination, an amount of R3000,00 (three thousand rand) will be refunded to the Agent. An amount of R2000,00 (two thousand rand) will be non-refundable in addition to the Application fee of R1000,00 (one thousand rand).

An Agent who fails the examination shall immediately forfeit his provisional Accreditation for the remainder of the calendar year in which the examination took place.

3. Second time Application Fee: R3000,00 (three thousand rand)

4. Third time and more Application Fee: R3000,00 (three thousand rand)

### 2. Second Year and thereafter

Annual Accreditation Fee: R5000,00 (five thousand rand)

All Accredited Agents will be required to attend a Professional Development Workshop and pay an Annual Accreditation Fee of R5000,00 (five thousand rand) per year. This fee includes the cost of the compulsory ongoing Professional Development Workshops and information updates provided from time to time.

3. All fees listed in this clause are inclusive of VAT.

4. SARU may raise or lower the level of the Accreditation Fees at any time after consultation with SARPA and SAREO.

### 5. Financial year

The financial year of the Scheme is the year commencing 1 January.

## 6. PROFESSIONAL DEVELOPMENT

1. An Accredited Agent must maintain and improve his or her professional development by:

1. maintaining a sound knowledge of the IRB Bye Laws and Regulations Relating the Game, SARU Constitution, SARU Regulations and SARU Codes of Conduct, SA RUGBY Regulations, SA RUGBY Code of Conduct and SANZAR Regulations, including the Player Agent Code of Conduct and the SARU

## Player Agent Regulations.

2. keeping abreast with the annual developments in the collective agreement and Standard Player contract annually negotiated between SARPA and SAREO.
3. attending the annual Professional Development Workshop.

## 7. STANDARD PLAYER AGENT AGREEMENT

1. Subject to clause 7.5 and prior to representing, advising, counseling or assisting a Player, an Agent must have a written Player Agent Agreement with the Player he intends to represent, advise, counsel or assist.
2. The terms of the Standard Player Agent Agreement may only be amended where any such amendments are more beneficial to the Player.
3. The Agent must provide a signed copy of the Player Agent Agreement to the relevant Player and to SARU within twenty eight (28) days of signature.
4. The Agent shall not be entitled to any fees other than the fees payable by the Player to the Agent pursuant to any Player Agent Agreement entered into between them.
5. If an Accredited Agent has a pre-existing Player Agent Agreement with a Player prior to the effective date of these Regulations that agreement will continue to operate until it terminates or expires provided such agreement complies with the IRB and SARU regulations.
6. A player agent agreement between a provisional accredited Agent and a Player will immediately become null and void should such agent not obtain full accreditation in accordance with these regulations.
7. In the event that a Player Contract is negotiated by a different Agent as outlined in clause 9.1 of the Standard Player Agent Agreement or by the Player himself, the Agent to the original Standard Player Agent Agreement shall be entitled to recover the fees owing to him pursuant to the original Standard Player Agent Agreement but shall not be entitled to recover any fees applicable to any upgrade in value of the existing Players Contract or any fees applicable to any future Player Contract negotiated by such new Agent or the Player.
8. If a different Agent negotiates an upgrade in value of an existing Player Contract pursuant to clause 9.1 of the Standard Player Agent Agreement above, such different Agent shall only be entitled to recover fees applicable to the value of the upgrade of that current Player Contract. Such Agent shall however be entitled to recover full fees applicable to any new term of Player Contract negotiated by him or her.
9. If the Accreditation of an Agent is suspended or revoked in accordance with 4.8.3, the Agent shall not be entitled to any fees he would be entitled to during the suspended period.
10. If an Agent's Accreditation is cancelled, the Player Agent Agreement with such Agent shall be null and void from date of cancellation.
11. The term of the Player Agent Agreement may not exceed two (2) years and may not contain a provision for the automatic renewal or extension of the Agreement.

## 8. AMENDMENTS TO THE SCHEME DOCUMENTATION

1. SARU may from time to time amend these Player Agent Regulations, the Player Agent Code of Conduct or Standard Player Agent Agreement after consultation with SARPA and SAREO.
2. SARU shall ensure that the amended Regulations, Player Agent Code of Conduct or Standard Player Agent Agreement is available on the SA RUGBY website.
3. Agents will be bound by such amendments from the date on which they receive notice of the amended Player

Agent Regulations and/or Player Agent Code of Conduct or Standard Player Agent Agreement on the SA RUGBY Website.

9. CONTRACTING OUT VOID

The provisions of these Player Agent Regulations and the Player Agent Code of Conduct shall have effect despite any stipulation to the contrary. No contract or agreement made or entered into by any Agent, Player, or Rugby Body following the commencement of the Scheme shall operate to annul, vary or exclude any of the provisions of the Player Agent Regulations or Player Agent Code of Conduct.

STANDARD PLAYER AGENT AGREEMENT

THIS AGREEMENT is made on .....

BETWEEN:

.....[NAME OF PLAYER]

of

..... [ADDRESS]

("the Player")

AND:

..... [NAME OF PLAYER AGENT] of

..... [ADDRESS]

("the Agent")

Collectively known as the "Parties".

RECITALS:

1. The Player is/desires to become a professional rugby player.
2. The Agent is accredited under the SARU Player Agent Regulations.
3. The Agent is desirous of acting on behalf of the Player.
4. The Player is desirous of retaining the Agent to represent, advice; counsel and assist the Player in relation to [his rugby employment contract and/or other commercial activities] [Remove where not applicable].
5. The Parties hereby set out the terms of their agreement.

OPERATIVE PROVISIONS

1. DEFINITIONS

1. Definitions

In this Agreement unless the context otherwise requires or permits:

1. "Accreditation" means accreditation in accordance with the SARU Player Agent Regulations;

2. "Agent" means a natural person who is an agent or representative of a Player who represents a Player in contract negotiations with a Province and any of the other services set out in clause 2.4 of these Regulations and who has been accredited under these Regulations;
3. "Appeals Tribunal" means an independent senior legal practitioner to hear and make judgment on appeal against a decision of the Board;
4. "Board" means the SARU Player Agent Accreditation Board established under the SARU Player Agent Regulations to manage the SARU Player Agent Accreditation Scheme and comprising of three (3) members, two (2) nominated by SARU and the other by SARPA;
5. "Club" means a body or organization that is a member of or is affiliated directly or indirectly to a Rugby Body;
6. "Code of Conduct" means the SARU Player Agent Code of Conduct in place from time to time governing the conduct of Agents and as agreed upon by SARU and to which the Agents are bound;
7. "Commencement Date" means the date set out in Clause 2.1;
8. "Franchise" currently means the following South African Super 14 Franchise Teams participating in the Super 14 Competition:
  - VODACOM BULLS;
  - LIONS;
  - SHARKS;
  - VODACOM CHEETAHS;
  - VODACOM STORMERS.
9. "Guaranteed Retainer Amount" means the base fixed monetary salary, prior to deductions, paid to the Player under the Player Contract excluding match fees, bonuses and prize money;
10. "Immediate Family" means mother; father, brother, sister, stepmother, stepfather, stepbrother or stepsister;
11. "International Club" means a club or rugby body affiliated to a member of the IRB other than SARU;
12. "Player" means any person registered with a Club in South Africa to play rugby in South Africa or where applicable, a member of Team Management;
13. "Player Contract" means the Standard Players Contract signed between the Player and a Club and/or a Province, and/or Franchise, and/or Rugby Body which is annually negotiated by SARPA and SAREO;
14. "Professional Development Workshop" means a workshop conducted annually by the Board and which all Player Agents are compelled to attend;
15. "Province" means a rugby province as mentioned in clause 7.1 of the SARU Constitution and includes the company or other entity carrying on its commercial activities and its professional rugby businesses;
16. "Regulations" means the SARU Player Agent Accreditation Regulations adopted from time to time by the Board;
17. "Rugby Body" means a Club, Province, Super 14 Franchise or group of Clubs or similar organisation who is a member of or is affiliated directly or indirectly to a Member or Associate Member of the Union;
18. "SA RUGBY" means SA Rugby (Pty) Limited, a private limited company with registration number 2000/026786/07, duly incorporated in accordance with the company laws of the Republic of South Africa, with its registered office at 5th Floor, The Sport Science Institute of South Africa Building, Boundary Road, Newlands, 7700;

19. "SARU" means the South African Rugby Union, a voluntary association not for gain;
20. "SARPA" means the South African Rugby Players' Association ;
21. "Team Management" means the following personnel, but not limited to the head coach, assistant coaches, team manager, trainers, strength conditioners, physiotherapists and doctors.

## 2. TERM

1. This Agreement will commence on ..... ("Commencement Date") and subject to earlier termination, will end on:
  1. .... [Date]; or
  2. Two (2) years from the Commencement Date, whichever is the earlier (the "Term").
2. There is no option to renew.
3. This Agreement shall not automatically rollover upon expiry of the Term.

## 3. AGENT OBLIGATIONS

1. The Agent agrees to:  
(1 – 3: Cross out where applicable)
  1. Represent the Player and provide advice, counsel and assistance to the Player with respect to procuring and negotiating a Rugby Contract for the Player;
  2. Represent the Player and provide advice, counsel and assistance to the Player with respect to both the Player and the Province's obligations under the Rugby Contract;
  3. Represent the Player and provide advice, counsel and assistance to the Player in procuring and negotiating marketing and promotional opportunities, public speaking engagements and other endorsement arrangements;
  4. Comply with the IRB Bye Laws and Regulations Relating to the Game, SARU Constitution, SARU Regulations and SARU Codes of Conduct, SA RUGBY Regulations, SA RUGBY Code of Conduct and SANZAR Regulations;
  5. Maintain his or her status as an Agent throughout the Term;
  6. Provide to the Player, on or before 30 November of each year, an itemized statement covering the period 1 November of the prior year through to 31 October of the year in which the statement is represented. Such statement will separately set out all fees charged to the Player and any expenses incurred in connection with any services performed pursuant to this Agreement;
  7. Establish and maintain throughout the period of representation a comprehensive file and/or record of all services performed including but not limited to notes and memoranda regarding contract negotiations, fee and representation agreements, Player Contracts, Standard Player Agent Agreements and to deliver same to the Player on request in writing;
  8. Disclose all material facts to the Player which relate to the subject of an individual Player's contract negotiations;
  9. Disclose the details of any arrangement the Agent has to receive fees, commissions, money or any other benefit from a third party in relation to services provided to the Player or for recommendation,

endorsement or referral of the third party to the Player by the Agent; and

10. Disclose in Schedule I to this Agreement whether the Agent holds current Professional Indemnity Insurance and the level of such cover and disclose any change to such cover in writing to the Player within seven (7) days;
11. Take all reasonable steps to ensure that the Player does not breach the terms of existing rugby related contracts which the Player is party to;
12. Not engage in any other activity which creates an actual or potential conflict of interest with the effective representation of the Player, provided that the representation of two (2) or more Players who play the same position shall not itself be deemed to be prohibited by this provision provided that the Agent discloses any such potential conflict of interest to the Player as soon as practicable after the relevant facts have come to the knowledge of the Agent.

2. A copy of the SARU accreditation card of the Agent is attached hereto as Schedule II.

#### 4. PLAYER OBLIGATIONS

The Player agrees to:

1. Authorise the Agent, subject to clause 9, to exclusively represent the Player and to provide advice, counsel and assistance to him [\*in procuring and negotiating a Player Contract/\*marketing and promotional opportunities/\*public speaking engagements and other endorsement arrangements] [Remove where not applicable];
2. Pay the following fees to the Agent during the Term:
  1. a sum of money equal to [ ] percentage of the Guaranteed Retainer Amount receivable by the Player pursuant to his Player Contract per annum provided the Agent has negotiated such Player Contract;
  2. a sum of money equal to [ ] percentage of the total fees receivable by the Player for speaking engagements arranged by the Agent;
  3. a sum of money equal to [ ] percentage of the total fees receivable by the Player for marketing and promotional opportunities arranged by the Agent; and
  4. a sum of money equal to [ ] percentage of the total fees receivable by the Player for personal endorsements arranged by the Agent;
  5. a sum of money equal to [ ] percentage of [ other Agent's services arranged by the Agent;

OR

6. a flat fee in the sum of [R ].  
[Delete above where not applicable]

3. All fees set out in clause 4.2 above are inclusive of VAT.

4. Do all things reasonably necessary to assist the Agent to carry out his/her obligations pursuant to this Agreement.

5. Pay fees to the Agent in [insert number] equal installments during each year of the Term of the Player Contract beginning on [insert date] or by such other manner as agreed to by the Parties in writing.

#### 5. AGENT FEES

The Agent may accept payment of the fees set out in clause 4, from a Province or any entity acting on behalf of a Province, should the Player agree in writing.

## 6. EXPENSES

Except as otherwise set out in this Agreement or approved in advance by the Player in writing, all expenses incurred by the Agent in the performance of this Agreement shall be solely the Agent's responsibility and shall not be reimbursable by the Player unless otherwise agreed by the Player.

## 7. TERMINATION

1. Where the Player is in material default of his obligations under this Agreement and such default is not remedied within fourteen (14) days of the Player receiving written notice from the Agent of such default, the Agent may terminate this Agreement upon providing written notice to the Player. Termination in this manner shall not exclude the obligation of the Player to pay the Agent the fees the Agent is duly entitled to under clause 4.2 of this Agreement for the original term of the Agreement.
2. Where the Agent is in material default of his or her obligations under this Agreement and such default is not remedied within fourteen (14) days of the Agent receiving written notice from the Player of such default, then the Player may terminate this Agreement upon providing written notice to the Agent. Following termination in this manner, the Agent shall forfeit the right to receive any further fees and shall refund a pro-rata portion of any advance fee payment received.
3. Either Party to this Agreement may terminate it on the giving of three (3) months notice in writing to the other Party. Termination by the Player in this manner shall not exclude the obligation of the Player to pay the Agent the fees the Agent is duly entitled to under clause 4.2 of this Agreement for the term of the Agreement.
4. This Agreement shall immediately terminate upon the suspension, revocation or cancellation of the Agent's Accreditation. Upon the suspension, revocation or cancellation of the Agent's accreditation, the Agent shall not be allowed to represent the Player as per 3.1.1, 3.1.2 and 3.1.3 irrespective whether the Player has terminated his agreement with the Agent. The Agent shall forfeit any fees due and payable to the Agent as per 4.2 during the period of suspension, revocation or cancellation of the Agent's Accreditation.
5. The Player shall have the right to terminate this Agreement immediately upon the failure by the Agent to lodge this Agreement with SARU as required by the Regulations.

## 8. DISPUTES

In the event of any dispute arising between the Parties to this Agreement, whether with respect to the meaning of its terms, the nature and effect of the obligations imposed or the termination of it pursuant to clause 7 or otherwise, a Party must first refer that dispute to SARU in accordance with the Regulations for Mediation.

## 9. FINAL YEAR NEGOTIATIONS

1. A Player shall be entitled to utilise the services of a different agent during the final twelve (12) months of this Agreement, provided that this shall not remove the obligation of the Player to pay the Agent the fees the Agent is duly entitled to under this Agreement.
2. In the event that a Player desires to utilise the services of a different agent during the final twelve (12) months of this Agreement pursuant to clause 9.1 above, the Player is required to make an election in writing notifying the Agent and the relevant Province, which third party shall conduct any negotiations on his behalf with a Province, prior to any such negotiations beginning.
3. In the event that a Player Contract is negotiated by a third person not party to this Agreement or the Player, the Agent shall be entitled to recover the fees owing to him/her for the length of this Agreement but shall not be entitled to recover any fees applicable to any upgrade in value of the existing Player Contract or any fees applicable to any new term of Player Contract negotiated by such third person or Player, as the case may be.

## 10. NOTICES

### 1. Method of Giving Notices

All notices required or permitted to be given by one (1) Party to another under this Agreement must be in writing, addressed to the other Party; and:

1. delivered to that Party's address; or

2. transmitted by facsimile transmission to that Party's address;

3. e-mail to that Party's e-mail address

2. Time of Receipt

A notice given to a Party under clause 10.1 is treated as having been given and received:

1. if delivered to a Party's address on the day of delivery if a business day, otherwise on the next following business day; and
2. if transmitted by facsimile to a Party's address and a correct and complete transmission report is received, on the day of transmission if a business day, otherwise on the next following business day;
3. if transmitted by e-mail to a Party's e-mail address and a correct and complete transmission report is received, on the day of transmission if a business day, otherwise on the next following business day.

3. Address of Parties

For the purposes of this clause the address of a Party is set out below:

1. The Player's Physical Address:

.....

.....

.....

The Player's Facsimile Number:

.....

2. The Agent's Physical Address:

.....

.....

.....

The Agent's Facsimile Number:

.....

3. The Player's e-mail address

.....

.....

.....

The Agent's e-mail address

.....

.....

.....

11. INDEMNITY

It is understood and acknowledged by the Parties that the Player and the Agent have voluntarily entered into this Agreement. Furthermore, it is agreed that the Player and Agent both hold harmless, SARU, SA RUGBY, SARPA,

SAREO and the Board, their officers, employees and representatives (the "Indemnities") from any and all liabilities, damages, costs and expenses whatsoever suffered by the Indemnities or any of them with respect to any matter arising in connection with this Agreement or the representation of the Player by the Agent.

## 12. LAW AND JURISDICTION

### Governing Law

This Agreement is governed by South African law.

## 13. GENERAL

### 1. Amendment

This Agreement may only be amended in writing signed by the Parties and provided that any such amendment is more beneficial to the Player. Neither the rights nor the obligations of any Party under this Agreement may be assigned, transferred, subcontracted or otherwise disposed of, in whole or in part, without prior written consent of the Parties.

### 2. Counterparts

This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

### 3. Lodgement

The Agent must provide a signed copy of this Agreement to the Player within fourteen (14) days and to SARU within twenty eight (28) days of execution by the agent.

## 14. WAIVER

Waiver by any Party of any right to require performance of any obligation under this Agreement shall in no way affect the right of the said Party to enforce any provision of this Agreement at a subsequent time, and waiver by any Party of any rights arising out of any breach of this Agreement shall not be construed as a waiver of any right arising out of any subsequent breach.

## 15. WHOLE AGREEMENT

This Agreement constitutes the whole agreement between the Parties as to the subject matter hereof and no agreements, warranties, representations or undertakings between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.

## 16. VARIATION

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

## 17. RELAXATION

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

## 18. FURTHER ASSURANCE

Each Party will do, sign, execute and deliver and will procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it by notice from another Party to effectively carry out and give full effect to this Agreement and the rights and obligations of the Parties under it.

.....

Signed by  
[THE PLAYER]

Date: .....

in the presence of: in the presence of:

.....

Witness

.....

Signed by  
[THE PLAYER AGENT]

Date: .....

in the presence of: in the presence of:

.....

Witness

SCHEDULE I

Professional Indemnity: - YES / NO

If yes, please state amount/details of cover and name of insurance company:

SCHEDULE II

COPY OF SARU ACCREDITATION

APPLICATION FOR SARU PLAYER AGENT ACCREDITATION

I \_\_\_\_\_

(Full Name)

\_\_\_\_\_

(Business or company name, if any and address) (Post Code)

\_\_\_\_\_

(Telephone - Work) (Telephone - Home)

\_\_\_\_\_

(Telephone - Mobile) (Fax) (Email address)

hereby apply for accreditation as an Agent pursuant to the SARU Player Agent Regulations.

In advance of completing and signing this application, I have read the relevant sections of the IRB Bye Laws and Regulations Relating the Game, SARU Constitution and Regulations, SARU Codes of Conduct, various SARU Regulations, SA RUGBY Code of Conduct and SANZAR Regulations, including the Player Agent Code of Conduct and the SARU Player Agent Regulations current copies which are available on the SA Rugby website ([www.sarugby.co.za](http://www.sarugby.co.za)) along with this application form. I agree to be bound by and conform to the above.

I note that the answers to the following questions are to be considered as part of this application. I recognise that making false or misleading statements of a material nature in this application may lead to denial or revocation of my accreditation. I agree:

1. that all statements, agreements and representations made in this application are made for the benefit of Players, SA RUGBY, SARU, Franchises, Provinces, Clubs, Rugby Bodies and SARPA;
2. that the information herein will remain with SARU and will be used for the purposes of administration;
3. that information may be provided by SARU and/or the Board to Players. At all other times and pursuant to relevant privacy legislation, the information will be kept secure and confidential however Agents may gain access to their information by contacting the CEO of SARU or his nominee;
4. to pay to SARU the application fee and upon declaration of eligibility by the Board, the annual accreditation fee assessed for Player Agents.

PLEASE ANSWER ALL QUESTIONS THOROUGHLY – For all “Yes” or “No” Answers, Please write “Yes” or “No”. Please attach additional sheets of paper if more space is required.

1. General

a) Have you ever been known by any other name or surname? \_\_\_\_\_ (Yes or No)

If yes, state all names used and when used, including a maiden name or any other married names:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b) Date of Birth:

\_\_\_\_\_

2. Education

a) Colleges or Universities Attended:

College/University: \_\_\_\_\_

City: \_\_\_\_\_

Dates of Attendance: From \_\_\_\_\_ To: \_\_\_\_\_

Level Achieved: \_\_\_\_\_

Date Awarded: \_\_\_\_\_

College/University: \_\_\_\_\_

City: \_\_\_\_\_

Dates of Attendance: From \_\_\_\_\_ To: \_\_\_\_\_

Level Achieved: \_\_\_\_\_

Date Awarded: \_\_\_\_\_

College/University: \_\_\_\_\_

City: \_\_\_\_\_

Dates of Attendance: From \_\_\_\_\_ To: \_\_\_\_\_

Level Achieved: \_\_\_\_\_

Date Awarded: \_\_\_\_\_

b) High School:

Dates of Attendance: From \_\_\_\_\_ To: \_\_\_\_\_

Qualification: \_\_\_\_\_

\_\_\_\_\_

3. Current Occupation/Employment:

a) Employed by:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Nature of Employment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b) Self Employed:

If self-employed, please state nature and location of business:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c) Please list below the names of employers, addresses, positions held, and dates of employment you had for the past five (5) years:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

---

---

4. Other Details:

a) Are you a current member of any business or professional organisation which directly relates to your occupation or profession?

\_\_\_\_\_ (Yes or No)

If yes, please list:

---

---

---

---

---

b) Please list any occupational or professional achievements or other similar credentials or other credentials, other than in 2 above (i.e. Accountant, Broker, etc.) you have obtained other than college or graduate school degrees, including dates obtained:

---

---

---

---

---

c) Have you ever been suspended, reprimanded, censured, or otherwise disciplined or disqualified as a member of any profession, or as a holder of any public office?

\_\_\_\_\_ (Yes or No)

If yes, please explain fully:

---

---

---

---

---

d) Are any charges or complaints currently pending against you regarding your conduct as a member of any profession, or as a holder of public office?

\_\_\_\_\_ (Yes or No)

If yes, please indicate the nature of the charge or complaint and the name and address of the authority considering it:

---

---

---

---

---

---

---

---

e) Has your right to engage in any profession or occupation ever been restricted, suspended, withdrawn, or terminated? \_\_\_\_\_ (Yes or No)

If yes, please explain fully:

---

---

---

---

---

---

---

---

5. All Applicants:

a) Have you ever been convicted of or pleaded guilty to a criminal offence, other than traffic violations?  
\_\_\_\_\_ (Yes or No)

If yes, please indicate nature of offence, date of conviction, criminal authority involved, and penalty imposed if any:

---

---

---

---

---

---

---

---

b) Have you ever been a defendant in any civil proceedings in which a final judgment of fraud, embezzlement, misappropriation of funds, breach of fiduciary duty, forgery, professional negligence, legal malpractice or any other civil judgment of this nature was made against you? \_\_\_\_\_ (Yes or No)

If yes, please specify:

---

---

---

---

---

---

---

---

c) Have you ever had legal proceedings brought against you by any player, players' association, professional sports club or governing body of a sport for any reason? \_\_\_\_\_ (Yes or No)

If yes, please specify the nature of the proceedings and the outcome:

---

---

---

---

---

---

---

---

d) Have you ever been declared bankrupt or been an owner or part owner of a business which was declared bankrupt in the past five (5) years?

\_\_\_\_\_ (Yes or No)

If yes, provide full details:

---

---

---

---

---

---

---

---

6. Representation

Have you ever represented a Player(s) prior to having been Accredited in terms of the Player Agent Accreditation Scheme? \_\_\_\_\_ (Yes or No)

If yes, provide full details:

---

---

---

---

---

---

---

---

7. References

Please list below the names, addresses, and daytime telephone numbers of at least three (3) persons, not related to you by blood or marriage (including a de-facto relationship), who have known you for at least the last three (3) years and who can attest to your character. (Names of Players or staff members of SARPA, SARU, SA RUGBY, Franchises, or Provinces may not be used):

---

---

---

---

---

---

---

---

8. Sports Experience

a) Please list below (or attach a list which includes) the names of every Player you currently represent in individual contract negotiations with SARU, SA RUGBY or Rugby Bodies:

---

---

---

---

---

---

---

---

b) In what sport codes have you participated on a competitive level, and if so, list your achievements with the dates thereof:

---

---

---

---

---

---

9. Management Personnel

List the names of any member of Team Management employed by any Rugby Body you represent or have represented in the past regarding employment with such Rugby Body, SARU or SA RUGBY:

---

---

---

---

---

---

---

10. Business Services

a) What services do you or your firm provides or intends to provide to the Rugby Players? (Tick whichever is applicable)

- Contract Negotiations
- Estate Planning
- Tax Planning
- Financial Planning
- Investment
- Counseling
- Appearances/Endorsements/Marketing/Promotion
- Other Services (Explain)

---

---

---

---

---

---

---

b) What qualifications and licences do you hold in relation to the Services you have specified in 10(a)?

---

---

---

---

---

---

---

---

c) Do you manage, invest or in any other manner handle funds for Players? \_\_\_\_\_ (Yes or No)

d) Do you have professional indemnity insurance providing cover in respect of your work as a player agent?  
\_\_\_\_\_ (Yes or No)

If yes, please specify the insurer, the term of insurance and the value of such insurance:

---

---

---

---

---

---

---

---

e) Do you have any agreement, understanding or relationship of any kind with any individual, firm or organisation which solicits or recommends players to use your service and pursuant to which you provide such individual, firm or organisation any compensation or other consideration?

\_\_\_\_\_ (Yes or No)

If so, explain fully, including the name and address of each such person, firm or organisation:

---

---

---

---

---

---

---

---

f) Does the company you are with or a company you are a director of have any understanding, contract or arrangement for commercial gain with the Provinces and or SA RUGBY/SARU?

\_\_\_\_\_ (Yes or No)

If so, please explain:

---

---

---

---

---

---

---

For any further information or privacy law requests please contact:

.....

The CEO of SARU or his nominee.....

**ACKNOWLEDGEMENT**

I,..... have read the foregoing questions, and have personally answered all questions fully and honestly. All answers are true and correct to my knowledge. Further, I have access to copies of the the IRB Bye Laws and Regulations Relating to the Game, SARU Constitution and Regulations, SARU Codes of Conduct, SA RUGBY Regulations, SA RUGBY Code of Conduct and SANZAR Regulations, including the Player Agent Code of Conduct and the SARU Player Agent Regulations and agree to be bound by all such documents in their entirety.

Signed by

.....

[THE PLAYER AGENT] in the presence of:

.....

Name: Witness Name:

**SARU PLAYER AGENT ACCREDITATION SCHEME**

**FREQUENTLY ASKED QUESTIONS**

Who has to join?

Any Agent who intends to represent, advice, counsel or assist Players in Contract negotiations with any International Rugby Club, National Union or Rugby Body, or any Agent who requires the consent of a Rugby Body for the use of a Player's Image Rights pursuant to the Standard Players Contract.

What happens if you do not join?

SA Rugby and the Provinces are forbidden from negotiating with you.

SA Rugby and the Provinces are forbidden to deal with you in relation to granting consent to the use of the Player's Image, under circumstances where such consent is required, or granting consent to the personal endorsement of goods or services by a player.

SARPA and SAREO will not provide advice or assistance to you in relation to the Standard Players Contract and Collective Bargaining Agreement or any aspects relating to the player's career as a rugby player.

Does all the Personnel in your Management Company have to become Accredited?

No. Personnel who do not liaise with third parties in relation to the negotiation of Player Contracts on behalf of a Player or the use of a Player's Image Rights pursuant to the Players Contract do not need to be Accredited.

How much will it cost to become Accredited?

A non-refundable application fee of R1000,00 (one thousand rand only).

Annual Accreditation Fee of R5000,00 (five thousand rand).

Do you have to use the Standard Player Agent Agreement?

Yes. All new Agreements entered into between Agents and Players after promulgation of these regulations must be in the form of the Player Agent Agreement.

Note: Current Player Agent Agreements will continue until they expire provided it complies with the IRB and SARU Regulations.

Can you amend the Player Agent Agreement?

Yes, but it may only be modified or amended if it is more beneficial to the Player. Agents are encouraged to continue to strive towards obtaining a competitive advantage through the services they provide and their arrangements with Players. If Agents add to the Agreement it is essential that the minimum terms and conditions of the Player Agent Agreement remain. The pro-forma document must be used and lodged with SARU following execution by the Parties.

Can I charge the Fees I negotiate with the Player?

Yes, SA Rugby, SARPA and SAREO will not stipulate the fees payable by a Player to an Agent for services.

What if you have a grievance with a Player e.g. he is not paying his fees?

Any dispute between a Player and an Agent can be referred to Mediation to be arranged by SARU.