

ZIMBABWE FOOTBALL ASSOCIATION

REGULATIONS ON THE STATUS AND TRANSFER OF PLAYERS

1. INTRODUCTION

- 1.1 These regulations deal with the status and eligibility of players, as well as the rules applicable whenever players move between clubs within ZIFA's jurisdiction and between such and clubs within the jurisdiction of other national associations.
- 1.2 These regulations are designed to give effect to the general principles of the FIFA regulations within the constraints imposed by the Constitution of the Republic of Zimbabwe and other relevant provisions of Zimbabwe
- 1.3 The regulations provide a framework within which members may promulgate rules to regulate the matters in question in more detail appropriate to their clubs
- 1.4 In these regulations, any words defined in the constitution will have the meaning attributed to them in the Constitution, and unless the context indicates otherwise
 - 1.4.1 "amateur club" means a club which has registered no professional players;
 - 1.4.2 "amateur player" means a player who satisfies the requirements of regulation 2.1.2;
 - 1.4.3 "clearance certificate" means a document issued by a club to a player who, on the date of issue of the document, is registered with that club, and indicating that the player is free to join any club of his or her choice;
 - 1.4.4 "contracted player" means a professional player who is party to a contract of employment with a club as contemplated in regulation 13 below, which contract of employment has neither terminated by the passage of time nor been validly terminated by either party, and from

which contract of employment the player has not been released by order of the dispute resolution chamber.

- 1.4.5 "Dispute Resolution Chamber" means the dispute resolution chamber contemplated by regulation 17;
- 1.4.6 "free agent" means a player who in terms of these regulations, has been declared to be a free agent by an authority with the power to make such a declaration
- 1.4.7 "international transfer" means transfer between clubs falling under the jurisdiction of different national associations
- 1.4.8 "loan transfer agreement" means an agreement between a transferor club complying with the requirements of Regulations 12.2.1;
- 1.4.9 "out of contract player" means a professional player whose contract of employment to the club with which he was last registered has terminated by the passage of time or been validly terminated by either party;
- 1.4.10 "professional club" means a club which has registered one or more professional players;
- 1.4.11 "professional player" means any player other than an amateur player;
- 1.4.12 "released player" means a professional player who has been released from his contract of employment with the transferor club by order of the Dispute Resolution Chamber;
- 1.4.13 "responsible official" means, in relation to any Member, the chief executive officer of that Member or his/her duly authorized delegate;
- 1.4.14 "solidarity payment" means the amount contemplated by regulation 9.5.2 or 9.8.1
- 1.4.15 "solidarity payment trust account" means a bank account opened by ZIFA to hold in trust amounts contemplated by regulations 10 and 11.7 pending their distribution in accordance with that regulation

- 1.4.16 "sporting just cause" means a cause which would render the release of a professional player from his contract just and equitable for sporting reasons
- 1.4.17 "transfer agreement" means an agreement between a transferee club and transferor club complying with the requirements of regulation 9.5.1
- 1.4.18 "transfer fee" means the value of the consideration payable by a transferee club to a transferor club in respect of the transfer of the registration of a contracted player
- 1.4.19 "transfer payment trust account" means a bank account opened by ZIFA to hold in trust amounts contemplated by regulation 9.8.1.1 pending their distribution in accordance with that regulation
- 1.4.20 "transferee club" means the club to which the registration of the professional player is transferred
- 1.4.21 "transferor club" means the club from which the registration of the professional player is transferred

2. PLAYERS' STATUS

2.1 Amateur and professional

- 2.1.1 Players under the jurisdiction of ZIFA are classified as either amateur or professional
- 2.1.2 Amateur players are players who have never received any remuneration other than reimbursement of their actual expenses incurred during the course of their participation in any activity connected with association football
- 2.1.3 Travel and hotel expenses incurred through involvement in a match and the costs of a player's equipment, insurance and training may be reimbursed without jeopardizing a player's amateur status

- 2.1.4 Any player who is not an amateur player is classified as a professional player

2.2 Reacquisition of amateur status

- 2.2.1 Any player who has been registered as professional may not be reclassified as amateur until a period of thirty days has elapsed from the date on which he or she competed in his or her last match with the club with which he was last registered as a professional player
- 2.2.2 If, within three years of the date on which he or she regained amateur status, a player reverts to professional status, the club with which he or she was last registered before regaining amateur status may ask ZIFA to investigate whether any compensation is due pursuant to these regulations

2.3 Jurisdiction of status disputes

- 2.3.1 Subject to sub regulation 2.3.2, ZIFA shall, in cases of dispute, determine the status of any player registered with a club falling within its jurisdiction
- 2.3.2 Any dispute regarding the status of a player involved in an international transfer shall be settled by the FIFA player's status committee

3. PLAYER ELIGIBILITY

- 3.1 A player will be eligible to be registered by a club only if;
 - 3.1.1 The player has previously never been registered with a club falling under the jurisdiction of any national association recognized by FIFA
 - 3.1.2 The registration of the player has been transferred from one club to another within ZIFA in accordance with these regulations, and any applicable rules or regulations of a member having jurisdiction over both clubs concerned

- 3.1.3 The registration of the player has been transferred in accordance with these regulations and the FIFA regulations from a club in another national association to a club falling under the jurisdiction of ZIFA or one of its members
- 3.1.4 The player has been declared a free agent in terms of these regulations; or
- 3.1.5 The FIFA Players' Status Committee has granted the player temporary eligibility to be registered by the club in question.

4. **PLAYER REGISTRATION: GENERAL**

- 4.1 No player, whether amateur or professional, may play for any club falling under the jurisdiction of ZIFA or one of its members unless he or she has been registered by that club with the relevant member
- 4.2 No player may be registered with a **club** unless his or her registration complies with all the requirements for registration and for eligibility set out in these regulations and any applicable rules of the member having jurisdiction over the club concerned
- 4.3 **No player may simultaneously be registered with one or more members of ZIFA by more than one club**
- 4.4 Every member shall keep official and updated registers of all players and copies of such registers shall be forwarded by each member to ZIFA on a monthly basis
- 4.5 Subject to regulations 6.4 and 12.2.2 below, professional players may be registered only during one of two periods per year, which periods shall, in respect of the club registering the player, be fixed by the member having jurisdiction of that club, but subject to the following:
 - 4.5.1 The first registration period shall last for a period of two months and shall span the start of the season

- 4.5.2 The second registration period shall last for a period of one month and shall be in the middle of the season of the league in which the club plays
- 4.6 Subject to regulation 6.4 below, the registration of a player may not be transferred more than once during a season
- 4.7 In all cases when a club applies to register a player with a member, it shall, within five days of signing the player concerned, forward the following to the member concerned:
- 4.7.1 A completed registration form issued by the relevant member
 - 4.7.2 A duly certified copy of the player's passport or identity document
 - 4.7.3 Two recent, colour passport sized photographs of the player, with the player's name and registration number clearly marked on the back thereof
- 4.8 Upon compliance with the requirements set out in these regulations and in any applicable rules of a member, relating to registration in respect of any particular player, the responsible official of that member shall issue that player's club with a registration card reflecting that they hold his or her registration
- 4.9 In any disciplinary proceedings, the issue of a registration card shall be conclusive proof of the valid registration of a player unless it can be shown that the player was registered
- 4.9.1 On the basis of false information,
 - 4.9.2 Irregularly and in circumstances **where there impropriety on his or her part or the part of his or her club, or**
 - 4.9.3 In contravention of regulation 12.3

5. REGISTRATION OF AMATEUR PLAYERS

- 5.1 The registration of an amateur player shall be valid only for the season **or** seasons in respect of which the registration form is signed by that player.
- 5.2 An amateur player's registration shall expire at the end of the season for which he or she is registered, or within four days of the club's last match of that season whichever is the latter
- 5.3 Subject to regulation 4.5, an amateur player shall, be free to sign for another club, after having obtained a clearance certificate from his or her current club which club shall be obliged to furnish such a certificate;
 - 5.3.1 In the case of an amateur club, on demand of the player if the player is in good standing with the club, and
 - 5.3.2 In the case of a professional club, on demand of the player made within three weeks of the end of the season
- 5.4 Any club which unreasonably and in breach of regulation 5.3 fails or refuses to provide an amateur player with a clearance certificate commits misconduct
- 5.5 No provision in clearance certificate purporting to specify the club to which the registration of an amateur player may be transferred shall be of any effect or force.
- 5.6 In the event of the club's failure to furnish the player with a clearance certificate on his or her demand, the player shall be entitled to apply to the responsible official of the member under whose jurisdiction his or her current club falls, to be declared a free agent.
 - 5.6.1 In any dispute between player and his or her current amateur club,
 - 5.6.1.1 Unless the responsible official finds that the player is not in good standing with his or her current amateur club he or she shall declare the player to be a free agent

5.6.1.2 The Responsible official shall assume, unless the contrary is proven, that the player is in good standing with his or her current amateur club

5.6.1.3 If the responsible official finds that the player is not in good standing with his or her current amateur club, he or she may make any ruling that is just and equitable including, but not limited to,

5.6.1.3.1 A ruling refusing to declare the player to be a free agent, or

5.6.1.3.2 A ruling declaring the player to be a free agent but making this declaration conditional upon the player's discharge of any specified outstanding obligation to his or her current amateur club

5.6.2 In any dispute between player and his or her current professional club,

5.6.2.1 Unless the responsible official finds that the player has failed

- 5.6.2.3.1 A ruling refusing to declare the player to be a free agent
- 5.6.2.3.2 A ruling directing the current professional club to grant the player a clearance certificate, or
- 5.6.3.3.3 A ruling declaring the player to be a free agent but making this declaration conditional upon the player's discharge of any specified outstanding obligations to his or her current professional club

5.6.3 Any dispute between a player and his/her current club contemplated by this sub regulation must be resolved as soon as possible and no later than 48 hours before the termination of the next registration period as contemplated in regulation 4.5 above

- 5.7 If, in the course of an enquiry under regulation 5.6, the responsible official forms the prima facie view that the club concerned has committed an act of misconduct as contemplated by regulation 5.4, she/he shall institute disciplinary proceedings against the club concerned
- 5.8 Members may make **rules** consistent with these regulations prescribing the procedures to be followed in the registration of amateur players

6 REGISTRATION OF PROFESSIONAL PLAYERS

- 6.1 In addition to the requirements set out in Regulation 4.7 above, in all cases when a club applies to register a professional player with a member, it shall, within 5 days of signing the professional player concerned, forward the following to the member concerned;
 - 6.1.1 Two copies of the player's contract in separately sealed envelopes
 - 6.1.2 A duly certified copy of the player's passport or identity document
 - 6.1.3 A duly completed medical certificate

- 6.1.4 In case where the player is not a Zimbabwean citizen or permanent resident, proof that the player is entitled lawfully to be employed in Zimbabwe
- 6.1.5 In cases where the player is listed on the register of professional players contemplated by regulation 6.5 below
 - 6.1.5.1 A copy of the transfer agreement or loan transfer agreement between the clubs concerned
 - 6.1.5.2 A clearance certificate issued by the transferor club contemplated by regulation 9.3 and clearing the player to play for any club of his/her choice,
 - 6.1.5.3 Proof that the player's contract of employment with the transferor club contemplated by regulation 9.9 has terminated through the passage of time or has been validly terminated by either party,
 - 6.1.5.4 An order or letter from an authority competent in terms of these regulations to issue such a letter, recording that that the player has been declared a free agent
- 6.2 Where a member registers a professional player, it shall within seven days of doing so, forward **to** ZIFA, copies of the documents referred to in regulations 4.7 and 6.1 above
- 6.3 The registration of a professional player shall be valid for the entire period of his contract with a club, and it shall only be necessary for a club to register a player when she/he signs a new contract with the club.
- 6.4 Any professional player who has been declared by the Dispute Resolution Chamber to be a free agent and who has not thereafter been registered with any club, may be registered by a club at any time within a year of the date of the order declaring him/her to be a free agent

- 6.5 ZIFA shall maintain a consolidated update register of all professional players registered in Zimbabwe and shall forward extracts from that register to CAF and FIFA upon request

7. **INTERNATIONAL TRANSFERS**

- 7.1 A professional player who wishes to play for a club under the jurisdiction of ZIFA, but is registered as a player in another national association, may only be registered after ZIFA has received an international registration transfer certificate issued by the national association which the player wishes to leave
- 7.2 Subject to Regulations 7.1 above and 18.1 below, all matters relating to the international transfer or loan transfer **of** players shall be regulated as set **out** in the FIFA regulations for the status and Transfer of Players and Regulations on the Application of the Regulations for the Status and Transfer of Players as amended from time to time

8. **AMATEUR TRANSFERS WITHIN ZIMBABWE**

- 8.1 The registration of an amateur player may be transferred from one club to **another** only with the written consent of that player and if
- 8.1.1 the player has been issued with a clearance certificate;
 - 8.1.2 the player has been declared to be a free agent; or
 - 8.1.3 the registration of the player is transferred by agreement of his former club and his future club.
- 8.2 Clubs shall be entitled to compensation for the training and development of amateur players whose registration has been transferred from them, only in accordance with the provisions of these regulations.

9. TRANSFERS OF PROFESSIONAL PLAYERS WITHIN ZIMBABWE

Introductory

9.1 A club wishing to engage the services of a contracted player shall, before commencing any negotiations with that player, be obliged to inform his present club in writing of its interest.

9.2 Any club which acts contrary to regulation **9.1** commits misconduct

Free Transfers

9.3 A transferee club may grant a contracted player a free transfer **or** released from his/her contract by order of the Dispute Resolution Chamber, shall be effected as follows;

9.5.1 the transferor club and the transferee club shall enter into a written transfer agreement which shall be signed by authorized signatories of both clubs and countersigned by the player or, in the case of a player under the age of 21, by his/her parent or guardian and which shall specify the transfer fee, if any, payable in respect of the transfer;

9.5.2 the transferor club shall deposit in the solidarity payment trust account of ZIFA an amount of 5% of any transfer fee for distribution in accordance with Regulation 10 below;

9.5.3 the transferee club shall forward to the relevant member together with its application to register the player;

9.5.3.1 two copies of **the** signed and countersigned transfer agreement, and

9.5.3.2 proof that the transferor club has deposited the solidarity payment into the solidarity payment trust account of ZIFA

9.5.4 the relevant member shall investigate whether the transferee club's application to register the player complies with the requirements of the regulations and any applicable rules of the member itself;

- 9.5.5 if the relevant member approves the transfer, it shall notify ZIFA accordingly and forward a copy of the transfer agreement to ZIFA, who shall distribute the solidarity payment in accordance with regulation 10 below
- 9.5.6 if the relevant member does not approve the transfer, it shall notify ZIFA, **the** transferee and transferor clubs accordingly **and** ZIFA shall refund the solidarity payment to the transferor club
- 9.6 The validity or performance of a transfer agreement cannot be made conditional upon the positive results of a medical examination or upon the acquisition of a work permit. The transferee club shall accordingly be required to make any necessary investigations, studies, tests and/or medical examinations or to take any appropriate action before concluding the transfer agreement
- 9.7 After conclusion of a transfer agreement, no club may avoid liability to pay the full amount of the transfer fee due on the basis of facts revealed by any investigations of the sort contemplated by regulations 9.6 above

Transfers of Released Players

- 9.8 The transfer of the registration of a released player shall be effected as follows:
- 9.8.1 if the Dispute Resolution Chamber has declared a transfer fee to be payable by the transferee club to the transferor club, the transferee club shall deposit
- 9.8.1.1 in the transfer payment trust account, an amount equal to 95% of that transfer fee for onward payment to the transferor club, and
- 9.8.1.2 in the solidarity payment trust account of ZIFA an amount of 5% of that transfer fee for distribution in accordance with regulation 10 below
- 9.8.2 the transfer club shall forward to the relevant member together with its application to register the player

- 9.8.2.1 a copy of the order of the Dispute Resolution Committee releasing the player from his contract of employment with the transferor club, and
- 9.8.2.2 where the transfer fee has been declared by the Dispute Resolution Committee to be payable from the transferee club to the transferor club, proof that the transferee club, had deposited
 - 9.8.2.2.1 In the transfer payment trust account an amount equal to 95% of any transfer fee declared to be payable by the District Resolution Committee, and
 - 9.8.2.2.2 in the solidarity payment trust account of ZIFA, the solidarity payment
- 9.8.3 if the relevant member shall investigate whether the transferee club's application to register the player complies with the requirements of these regulations and any applicable rules of the member itself
- 9.8.4 if the relevant member approves the transfer, it shall notify ZIFA accordingly and ZIFA shall
 - 9.8.4.1 pay to the transferor club the amount contemplated in regulation 9.8.1.1 above, and
 - 9.8.4.2 distribute the solidarity payment in accordance with regulation 10 below
- 9.8.5 if the relevant member does not approve the transfer, it shall notify ZIFA, the transferee and the transferor clubs accordingly and ZIFA shall refund the payment contemplated by regulation 9.8.1.1 above and the solidarity payment to the transferee club;

Transfers of Out of Contract Players

- 9.9 the transfer of the registration of an out of contract player shall be effected as follows:

- 9.9.1 the transferee club shall forward proof of the fact that the player is out of contract to the relevant member together with its application to register the player
- 9.9.2 in cases where it does not appear from the face of the contract of employment between the transferor club and the player that the contract of employment has terminated by the passage of time, the relevant member shall, within two days of receipt of the application by the transferee club to register the player, contact the transferor club to establish whether it agreed that the player's contract of employment with it has validly been terminated;
- 9.9.3 if the transferor club disputes that the player's contract of employment with it has validly been terminated, the relevant member shall refer this dispute to arbitration by the Dispute Resolution Chamber on an urgent basis and subject **to** the provisions of regulations 13.12 below
- 9.9.4 if the Dispute Resolution Chamber rules that the player's contract of employment with the transferor club has validly been terminated, or if there is no dispute in this regard, the relevant member shall investigate whether the transferee club's application to register the player complies with the requirements of these regulations **and** any applicable rules of the member itself;
- 9.9.5 if the relevant member approves the transfer, it shall forward a copy of the transfer agreement to ZIFA

General

- 9.10 Until such time as the relevant member approves any transfer of the registration of a professional player and issues the transferee club with a registration card for the player, the player will remain registered with the transferor club
- 9.11 No amount of any transfer fee shall be payable to any person other than a club. Any clubs, officials or players, who enter into an agreement which provides directly or indirectly for the payment of any amount of a transfer fee to a person

other than a club shall be guilty of misconduct and no such contract shall be enforceable

- 9.12 All disputes of a non-disciplinary nature relating to the transfer of the registration of professional players between Zimbabwe clubs shall be settled by arbitration within the Dispute Resolution Chamber, as provided for in these regulations.

10 SOLIDARITY MECHANISM

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

10.2	Clubs with registered player from	12-13 years	5%
		13-14 years	5%
		14-15 years	10%
		15-16 years	10%
		16-17 years	10%
		17-18 years	10%
		18-19 years	10%
		19-20 years	10%
		20-21 years	10%
		21-22 years	10%
		22-23 years	10%

- 10.3 Where more than one club registered **a player in any particular** year contemplated by regulation 10.2 the relevant amount of the solidarity payment will be distributed equally between the clubs concerned

11 TRAINING COMPENSATION FOR YOUNG PLAYERS

- 11.1 A player training and education take place between the ages of 12 and 23. Subject to these regulations, training compensation shall be payable in respect of the transfer of registration of professional players up to the age of 23 for the training of such players up to the age of 21
- 11.2 Compensation shall be paid by the transferee club to the clubs involved in the education and training of that player
- 11.2.1 when the player signs his/her first contract as a professional, and
- 11.2.2 on each occasion thereafter before the player's twenty third birthday when the registration of the player is transferred to another club while the player retains his/her professional status
- 11.3 Subject to Regulation 11.4 below, no amount of any compensation shall be payable to any person other than a club. Any clubs, officials or players, who enter into an agreement which provides directly or indirectly for the payment of any amount of compensation to a person other than a club shall be guilty of misconduct and no such contract shall be enforceable.
- 11.4 If a link between the player and his/her former club cannot be established or if the training club does not make itself known within two years of the player's signature of his/her first amateur contract, compensation shall be paid as follows:
- 11.4.1 If the player was trained in Zimbabwe, the amounts shall be paid to ZUFA which shall utilize the amounts for the training of young persons, and
- 11.4.2 if the player was trained in a country other than Zimbabwe, the amounts shall be paid to the national association of that country

- 11.5 The amount of compensation to be paid for training and education and its distribution between the clubs qualify for compensation shall be calculated in accordance with the provisions of Schedule 1 to these regulations
- 11.6 It is the responsibility of the transferee club to calculate the amount of the compensation for training and education with the player's career history. The player shall, if necessary, assist the transferee club in discharging this obligation.
- 11.7 In cases of transfers between Zimbabwe clubs, the transferee club shall pay the training clubs the amount due as compensation for training and education within 30 days of registering the player. Any failure to comply with this obligation shall constitute misconduct
- 11.8 In cases of transfers from Zimbabwe clubs to clubs within the jurisdiction of other national associations,
 - 11.8.1 ZIFA shall not issue an international transfer certificate unless the transferor club has paid the amount due as compensation for training and education into the solidarity payment trust account, and
 - 11.8.2 within 14 days of issuing an international transfer clearance certificate, ZIFA shall distribute the amounts paid for compensation and training from the solidarity payment trust account to the respective clubs to which they are due.

12. **LOANS**

- 12.1 The loan of a professional player's registration by one club to another constitute a transfer
- 12.2 The transfer of the registration of a professional player pursuant to the loan of that player's registration shall be effected as follows;
 - 12.2.1 the transferor club and the transferee club shall enter into a written loan transfer agreement which shall be signed by authorized signatories of

both clubs and countersigned by the player or, in the case of guardian and which shall specify the dates upon which the loan transfer shall begin and terminate

12.2.2 save in cases involving the loan transfer of the registration of a goalkeeper, the dates upon which a loan transfer begins and terminates shall both fall within the registration period contemplated in regulation 4.5 above

12.2.3 the transferee club shall forward two copies of the signed and countersigned loan transfer agreement to the relevant member together with its application to register the player

12.2.4 the relevant member shall investigate whether the transferee club's application to register the player complies with the requirements of these regulations and any applicable rules of the member itself

12.2.5 if the relevant member approves the loan transfer, it shall transfer the registration of the player accordingly, notify ZIFA of this fact and forward a copy of the loan transfer agreement to ZIFA.

12.2.6 notwithstanding the provisions of regulation 6 above, the transfer of the player's registration shall 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 shall no longer be eligible to play for the transferee club and his/her registration shall automatically revert to the transferor club.

12.3 No club shall be permitted to hold registrations

12.3.1 at any one time, of more than three players who have been transferred to its pursuant to loan transfer agreements, or

12.3.2 in any one season, of more than five players who have been transferred to it pursuant to loan transfer agreements

12.4 No loan transfer agreement concluded by a club in contravention of the provisions of regulations 12.3 shall be valid and no player may be registered to

play for that club pursuant to such an agreement. In this regard, the onus shall be on the club to ensure compliance with regulation 12.3 and, notwithstanding regulation 4.9, the issue by a member to a transferee club of a registration card for a player eligible to play for the transferee club

- 12.5 A transferee club who 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 transferor club.

13. PROFESSIONAL CONTRACTS

- 13.1 Every club employing a professional player must have a written contract with the player.
- 13.2 Every contract of employment of a professional player shall have a minimum duration of one year and a maximum duration of five years and shall be consistent with the laws of the Republic of Zimbabwe as well as the **ZIFA Constitution**, rules and regulations of ZIFA and any applicable rules and regulations of a member
- 13.3 Upon conclusion of the employment contract, and at any time thereafter on the demand of the player, the club must provide the player with a copy of the contract
- 13.4 Two copies of the employment contract shall be forwarded by the club to the relevant member, within five days of conclusion of the employment contract and the member concerned shall forward one of these copies of the employment contract to **ZIFA** within three days thereafter.
- 13.5 If the parties to an employment contract agree to terminate the employment contract before the date stipulated therein, the club shall notify the member concerned and **ZIFA** in writing within fourteen days after termination of the contract.

- 13.6 No club may enter into an employment contract with a player who is a minor unless such player is duly and lawfully assisted by a parent or guardian. Such assistance shall be evidenced by the counter signature the contract shall be voidable at the instance of the player
- 13.7 No club may conclude an employment contract with a player for a period exceeding three years unless that player has at the date of conclusion of the contract, reached his/her eighteenth birthday.
- 13.8 The validity of an employment contract between a player and a club cannot be made conditional upon the positive results of a medical examination or upon the acquisition of a work permit. The player's prospective new club shall accordingly be required to make any necessary investigations, studies, tests and/or medical examinations or take any appropriate action before concluding the contract.
- 13.9 After conclusion of an employment contract, no club may avoid liability to pay the full amount of the salary due on the basis of facts revealed by any investigations of the sort contemplated by regulation 13.8 above.
- 13.10 No player may place **himself**/herself in a position where she/he is contracted to two clubs simultaneously. A player shall accordingly be free to conclude a contract of employment with a club only if
 - 13.10.1 She/he has never previously concluded an employment contract with another club,
 - 13.10.2 His/her previous contract of employment has expired by the **passage time**
 - 13.10.3 His/her previous contract of employment has been terminated by written agreement between the player and his/her previous club,
 - 13.10.4 **His/her previous contract of employment has lawfully been terminated by the player of his/her previous club as a result of the repudiation or breach of the other contracting party,**

- 13.10.5 **She**/he has been released from his/her previous club by an order of the Dispute Resolution Chamber in terms of these Regulations
- 13.10.6 She/he has been declared a free agent in terms of these regulations
- 13.11 All disputes of a non-disciplinary nature relating to contract of employment between a player and his/her club shall be settled by arbitration within the Dispute Resolution Chamber, as provided for in these regulations.
- 13.12 In any case where a player seeks an order
 - 13.12.1 declaring that **she**/he lawfully terminated his/her contract of employment with a club
 - 13.12.2 declaring that **she**/he is a free agent, or
 - 13.12.3 releasing **his**/her contract with his/her previous club
- 13.13 the player shall have the right to insist that the arbitration takes place within 4 days of the date of which she/he institutes dispute proceedings in terms of these regulations and the rules of the dispute resolution chamber shall be drawn to facilitate an arbitration within 14 days in such cases

14. **TERMINATION OF EMPLOYMENT CONTRACTS FOR SPORTING JUST CAUSE**

- 14.1 Within three weeks of the end of any season a player may apply to the dispute resolution chamber to be released from his/her contract of employment with a club for any sporting just cause;
- 14.2 Sporting just cause will be established on a case-by-case basis by the dispute resolution chamber in the interest of fairness and equity having regard to all relevant factors including
 - 14.2.1 injury
 - 14.2.2 suspension

14.2.3 the player's field position

14.2.4 the player's age, and

14.2.5 the number of matches in which the player played for the club in the previous season;

14.3 Any dispute over sporting just cause shall be considered by the dispute can finally be resolved before expiry of the registration period contemplated by regulation 13.12 above, so that the dispute can finally be resolved before expiry of the registration period contemplated in regulation 4.5.1

14.4 if the dispute resolution chamber holds that a player is entitled to be released from his/her contract for sporting just cause it shall simultaneously determine whether a transfer fee of compensation is payable in terms of these regulations and, if so to which clubs and in what amount

15. **MAINTENANCE OF CONTRACTUAL STABILITY**

15.1 It shall be misconduct for player to repudiate his/her contract of employment without sporting just cause and to sign a contract of employment with another club

15.1.1 In all cases, if the repudiation occurs before the end of the second year of he player's contract,

15.1.2 Where the player is under the age of 31, if the repudiation occurs before the end of the third year of the player's contract,

15.1.3 In cases where the player is 31 years or older and the repudiation occurs during the third year of the player's contract, if the player did not give reasonable notice to the club of his/her intention to join another club

15.2 Unless the individual circumstances of the case dictate a higher or lower sentence the ordinary sanction for misconduct contemplated by regulation 15.1 shall be a suspension of four months on the eligibility of the player to participate

in any official football matches as from the beginning of the new season of his/her new club's championship

15.3 **It shall be misconduct for a club to induce a player to repudiate his/her contract with his/her contract with his/her existing club in contravention of regulation 15.1**

15.4 Unless the individual circumstances of the case dictate a higher or lower sentence the ordinary sanction for misconduct contemplated by regulation 15.3 shall conclude an order prohibiting the club from registering any new player until the expiry of the second transfer period following the date on which the order is handed down

15.5 A club seeking to register a player who has unilaterally breached a contract, be presumed to be guilty of the misconduct contemplated in regulation 15.3

16. **FREE AGENCY**

16.1 A player **may** at any time apply to the dispute resolution chamber to be declared a free agent if

16.1.1 his/her club has repudiated his/her contract of employment,

16.1.2 his/her club has ceased to exist as a club falling under the jurisdiction of ZIFA, or

16.1.3 by virtue of any other events, **she**/he is no longer employed by a club falling under the jurisdiction of ZIFA or any other national association.

16.2 Any dispute in which a player seeks an order declaring him/her to be a free agent shall be considered by the dispute resolution chamber on an urgent basis as contemplated by regulation 13.12 above

16.3 If the player proves that one of the grounds contemplated by regulation 16.1 has been satisfied, the dispute resolution chamber may, in the interests of fairness

and equity, and having regard to **all** relevant factors raised by the parties, declare the player to be a free agent

- 16.4 If the dispute resolution chamber declares a player to be a free agent, that player may be registered with any club and no transfer fee or compensation shall be payable to the club which held his/her registration immediately prior to his/her being declared to be a free agent

17. THE DISPUTE RESOLUTION CHAMBER

- 17.1 The dispute resolution chamber shall be a tribunal composed of six ordinary members and a chairperson.

17.1.1 The ordinary members and chairperson of the dispute resolution chamber shall be appointed by the national executive committee for a term of office of one year

17.1.2 The chairperson of the dispute resolution chamber shall be appointed from a recognized dispute resolution agency

17.1.3 Three of the ordinary members shall be football administrators who may not be actively involved with any club at the time that they are appointed or at any time during their term of office

17.1.4 The remaining three ordinary members shall be players drawn from a list of lists compiled by players' trade unions

- 17.2 The dispute resolution chamber shall have jurisdiction to determine any dispute which is assigned by these regulations to the dispute resolution chamber for decision

17.3 A quorum in the dispute resolution chamber shall be five members, one of whom must be the chairperson

17.4 Decision-making within the dispute resolution chamber shall be by majority decision

- 17.5 In order to submit a dispute to the dispute resolution chamber, a party shall file a written request with ZIFA containing the following:
- 17.5.1 the complainant's name and other relevant details;
 - 17.5.2 if the complainant is **not** a natural person, a copy of its statutes and any certificate of incorporation, together with proof that the person filing the request on behalf of the complainant is authorized to represent it in legal proceedings;
 - 17.5.3 the name and details of any legal representative assisting the complainant;
 - 17.5.4 details of the relief claimed by the complainant
 - 17.5.5 a summary of the facts alleged by the complainant and the legal submissions which she/he will advance;
 - 17.5.6 copies of any documents upon which the complainant will rely; and
 - 17.5.7 details of any rulings, decisions, judgments or awards made by any court or arbitration tribunal upon which the complainant will rely.
- 17.6 The dispute resolution chamber shall ensure that all proceedings are conducted fairly, quickly and with a minimum of legal formalities, and to this end, but subject to these regulations and any rules made in terms of regulation 17.7 below, may adopt any procedure consistent with natural justice.
- 17.7 Subject to these regulations the chairperson of the dispute resolution chamber may make rules regulating the procedure to be adopted in proceedings or classes of proceedings under the jurisdiction of the dispute resolution chamber
- 17.8 All decisions of the dispute resolution chamber shall be subject to appeal to the ZIFA Appeals Board and thereafter to arbitration in terms of the ZIFA Constitution, provided that no appeal against an order of the dispute resolution chamber

17.8.1 declaring a player to have **validly** terminated his/her contract of employment

17.8.2 releasing a player from his/her contract , or

17.8.3 declaring a player to be a free agent shall affect the validity of any subsequent registration of the player in reliance upon the decision of the dispute resolution chamber.

18. **PROTECTION OF MINORS**

Unless ZIFA, on application of the parent or guardian of the minor concerned rules otherwise,

18.1 international transfers of players under the age of 18 shall only be permitted when the family of the player moves to the country in which the new club is located for reasons that are not linked to football, and

18.2 No player under the age of 18 who is not a Zimbabwean national shall be registered as a professional player for the first time with a club falling under the jurisdiction of ZIFA unless she/he and his/her parent or guardian are lawfully resident in Zimbabwe

19. **RELEASE OF PLAYERS FOR INTERNATIONAL MATCHES**

All matters relating to the release of players for international matches shall be regulated as set out in the constitution and the FIFA regulations for the status and transfer of players and **ZIFA** regulations for the status and transfer of players and **FIFA** regulations on the application of the regulations for the status and transfer of players as amended from time to time