

## “DEFINITIONS AND INTERPRETATIONS

In the Constitution and Rules annexed thereto unless inconsistent with or otherwise indicated by the context, the following terms shall have the meanings assigned to them in this Constitution.

1.1 “AGM” shall mean the Annual General Meeting of the Premier League of Swaziland held in accordance with the provisions of ARTICLE 25.

1.2 “Alternate Home Venue” shall mean any alternate home ground of a MEMBER.

1.3 “Articles” shall mean the articles contained in this Constitution of the Premier League of Swaziland.

1.4 “Attorneys” shall mean the Attorneys acting for and behalf of the Premier League of Swaziland as appointed from time to time by the Board of Governors.

1.5 “Auditors” shall mean the Auditors of the Premier League of Swaziland as appointed from time to time by the Board of Governors.

1.6 “Away Venue” shall mean any ground away from the Home Venue of a Member.

1.7 “Biennial General Meeting” shall mean the Biennial General Meeting of the Premier League of Swaziland held in accordance with the provisions of ARTICLE 26.

1.8 “Board Of Governors” shall mean chairpersons of the **12 Premier League** members or such other person appointed for that aforesaid position by each member who shall be a person of Executive status within the hierarchy of that member, **plus 2 members** elected by the 12 First Division League teams to represent the First Division League.

- 1.9 “CAF” shall refer to “Confederation Africaine De Football”
- 1.10 “Chief Executive Officer” or “CEO” shall mean the Chief Executive Officer of the Premier League. A “Chief Operations Officer’ or COO shall mean the Chief Operations Officer of the Premier League.
- 1.11 “Clearance Certificate” and “Club Transfer Certificate” mean a certificate issued by a Club which provides that the player was registered with the Premier League to play for that Club but has now been cleared by that Club to play amateur or professional football for another Club registered either with the Premier League or registered with an amateur or Professional League recognized by FIFA or such certificate issued by the Dispute Resolution Chamber for the same purpose.
- 1.12 “Compensation” shall mean an amount of money which becomes payable by a transferee to the transferor Club upon signing a player who has not yet reached the age of 23 at the expiration of his contract, in an amount as determined in accordance with these regulations. Provided that in the event of a unilateral breach of contract as contemplated in these regulations “compensation” shall mean an amount of money as determined by the Dispute Resolution Chamber acting in accordance with these Regulations.
- 1.13 “Contract” and “Agreement “ means an agreement recorded in writing and signed by or on behalf of the relevant parties thereto and any agreement, which is not reduced to writing and signed as aforesaid, will have neither force nor effect in law.
- 1.14 “Contracted Player” means a professional (non-amateur) footballer who is under contract to a Club affiliated to the Premier League, and “out of contract player” means a player who is not under contract to a Club affiliated to the Premier League or whose contract with any such Club has expired or terminated.
- 1.15 “COSAFA” shall refer to “Confederation of Southern African Football Association”.
- 1.16 “Club” shall refer to any organization of persons established for the purpose of playing the game of football, being a legal entity, enjoying a separate existence from its members, having power to sue in its own name, capable of owning property separate from its members and registered with the Premier League as a MEMBER.

- 1.17 “Code of Ethics” shall mean the code of conduct contained in Annexure “A” to the Constitution and Rules of the Premier League.
- 1.18 “Competitions” shall refer to Premier League and Knock-Out Fixtures/tournaments.
- 1.19 “Contract of Employment” shall mean any voluntary agreement entered between two parties of which one of the parties (the player) undertakes to place his personal services at the disposal of the other party (the Club) for a determined period in return for a fixed and or ascertainable remuneration and which entitles the Club owner to define the player’s duties and or to control the manner in which the player discharges such duties and conduct.
- 1.20 “Constitution” shall mean the Constitution of the Premier League.
- 1.21 “Day” means any day other than Saturday, Sunday or public holiday.
- 1.22 “Disciplinary Committee” shall mean the Disciplinary Committee appointed in accordance with the provisions of ARTICLE 18 of the Constitution.
- 1.23 “Dispute” includes an alleged dispute.
- 1.24 “Dispute Resolution Chamber” shall mean the tribunal that looks into disputes in terms of ARTICLE 19 of this constitution.
- 1.25 “Electoral Officer” shall mean a person of the office of the Senator or Member of Parliament duly appointed by the Board of Governors
- 1.26 “FIFA” shall refer to “Federation Internationale De Football Association”
- 1.27 “First Division” shall refer to the Lower Division of the Premier League.
- 1.28 “Foreign Players” shall mean any players who are not eligible to represent the Kingdom of Swaziland in terms of the Statutes of FIFA with the exception of a player who has legally changed his citizenship and has obtained a certificate of naturalization.

- 1.29 “Free Agent” means a player who is registered with the Premier League and who’s contract has expired and who has reached the age of (23) Twenty Three years or a player who’s contract has been terminated by mutual agreement or for just cause or sporting just cause as contemplated by these Regulations.
- 1.30 “Free Transfer” mean the transfer of a player registered with the Premier League from one Club to another Club either recognized by the Premier League or to a professional football league recognized by FIFA, free of any compensation or transfer fee.
- 1.31 “Gender” any reference to a gender includes the other gender.
- 1.32 “Home Venue” shall mean the home ground of a MEMBER.
- 1.33 “Just Cause” means any cause or reason recognized in terms of law, and having regard to the rights and values enshrined in the Constitution of the Kingdom of Swaziland Act 2005, as may be amended, established in accordance with the Rules of fairness based on the proven facts and other laws of the Kingdom of Swaziland.
- 1.34 “Knock-Out Fixtures” shall refer to matches forming part of the official knock-out competitions of the Premier League and or the NFAS.
- 1.35 “Laws of the Game” shall refer to the Laws of the Game as settled and in force from time to time by the International Football Association Board and FIFA.
- 1.36 “League” shall mean the Premier League of Swaziland.
- 1.37 “Premier League Fixtures” shall refer to matches where clubs shall play each other on a home and away system and three (3) points awarded for a WIN and one (1) for a DRAW.
- 1.38 “Match Officials” shall refer to Referees and Assistant Referees and include reserve officials, fourth officials and Match Commissioners and or any official as may be sanctioned by FIFA, CAF or COSAFA.
- 1.39 “MEMBER” shall refer to a club, which is in membership with the Premier League.

- 1.40 “PLS” shall refer to the Premier League of Swaziland.
- 1.41 “Natural Persons” any reference to natural persons includes legal personas and vice versa.
- 1.42 “Non Contract Player” shall refer to any player who is eligible to play for a club but has not entered into a written contract of employment.
- 1.43 “Official” shall refer to all Operations Committee Members, Board Members of Clubs, Coaches, Trainers and people responsible for Technical, Medical and Administrative Matters in a club, as well as any person who may be reflected on the register submitted by the club to the Premier League, at the start of each season, including any amendments to such register and such other persons that may constitute a team list for a specific match or having such status of a club marshal.
- 1.44 “Official Competition” shall refer to the Premier League, and any other competition that may succeed or replace the above named competitions as well as any new competition introduced by the Premier League.
- 1.45 “Official Supplier to the Premier League” shall mean an official supplier to the Premier League designated as such by the Operations Committee.
- 1.46 “Ombudsman” shall be that person that deals with disputes and such other referred matters in terms of ARTICLE 21 of this constitution.
- 1.47 “Operations Committee” shall refer to the Operations Committee of the Premier League.
- 1.48 “Player” shall mean a football player registered with the Premier League by one of the Premier League members.
- 1.49 “Players Association” shall mean any registered association and/or Union that is sufficiently representative of the players registered in one MEMBER, being members of the Union/Association and recognized as such by the MEMBER concerned.
- 1.50 “Premier Division” shall refer to the Superior Division of the Premier League.

- 1.51 “Recognized Dispute Resolution Agency” means a dispute- resolution agency recognized by the Board of Governors of the Premier League as providing arbitration and other dispute – resolution services, provided that the Board of Governors of the Premier League shall consult with any recognized players’ representative in regard to the appointment of the agency.
- 1.52 “Kingdom” shall mean the Kingdom of Swaziland.
- 1.53 “Rules” shall mean the Rules of the Premier League annexed to the Constitution.
- 1.54 “NFAS” shall mean the National Football Association of Swaziland.
- 1.55 “Signing –On Fee” means a fee paid to a player upon the transfer of that player from one Club registered with the Premier League, to another Club either registered with the Premier League, or to a professional Football Premier League recognized by FIFA, by the transferee Club as a payment to secure the signature of that which payment is over, and above the transfer fee payable in terms of an agreement reached between the clubs.
- 1.56 “Singular” shall mean plural and vice versa.
- 1.57 “Soccer “and “Football” shall be used inter-changeably and shall refer to the sport of association football as defined by FIFA.
- 1.58 “Special General Meeting” shall mean a meeting constituted it terms of Article 11.2. of the Constitution.
- 1.59 “Sponsor of the Premier League” shall mean an official sponsor of the Premier League designated as such by the Board of Governors.
- 1.60 “Sporting Or Professional Activity” means the activity of playing professional football either with a Club registered with the Premier League, or with a Club registered with a professional football league recognized by FIFA.
- 1.61 “Sporting just cause” shall be established on a case-by case basis, depending on the individual merits of the case and taking into account all relevant circumstances. For example, one ground establishing sporting just cause would be if the player can show, at the end of the season, that he has

been fielded in less than 10% of the official matches played by his Club. Whether a player has just cause to break his contract with his club will only be determined at the end of a season, and/ before the 31<sup>st</sup> July.

- 1.62 “Sporting Sanctions” means a range of sanctions which may be imposed by the Dispute Resolution Chamber and or Disciplinary Committee acting in accordance with these rules in respect of a dispute to be determined by that Dispute Resolution Chamber, and which may include but is not limited to, a suspension, a fine, a costs award, a declaration order, or order for payment of damages and/or specific performance, expulsion from the Premier League, a deduction of points, a temporary ban, or any combination of these sanctions.
- 1.63 “Staff” shall mean an employee of the Premier League.
- 1.64 “Standing Committee” shall refer to the Dispute Resolution Chamber and the Disciplinary Committee, which shall be made up of people who shall have no affiliation or connection of whatsoever nature directly or indirectly with a MEMBER, the Premier League or NFAS. The decisions of the Standing Committee shall be subject to Appeal and or Arbitration.
- 1.65 “Sub-Committee” shall refer sub-committee appointed in accordance with the provisions of ARTICLE 20 of the Constitution.
- 1.66 “Sufficiently Representative” shall mean having at least 35% or more of the total number of players playing and registered in one MEMBER, being member of the Union/Association.
- 1.67 “Team” shall mean the listed squad of players of a club for a particular match as per the official team list, including the named substitutes and technical officials.
- 1.68 “Transfer Fee” means a fee payable to a transferors Club by a transferee Club in respect of a contracted player.

## **ARTICLE 1**

### **NAME**

The name of the League shall be the PREMIER LEAGUE OF SWAZILAND (herein referred to as “the PLS”) trading as the Premier League of Swaziland (“PLS”).

## **ARTICLE 2**

### **LEGAL CHARACTER**

The PLS shall be a body corporate capable of suing and or being sued in its own name and may do all things necessary to achieve the objects altered in ARTICLE 6 hereof in its own name and for or on its own behalf or its own or some other person’s benefit; and the PLS shall have perpetual life succession which shall not be altered or affected by any alteration in its membership or management or in the persons in control of the Premier League.

## **ARTICLE 3**

### **COLOURS AND LOGO**

3.1 **Royal Blue, Red, Gold, Black and White** in any combination shall be the colours of the PLS.

3.2 The logos of the Premier and First Divisions shall be registered by the Premier League.

## **ARTICLE 4**

### **AFFILIATION**

It is recorded that:-

4.1 The PLS is affiliated to NFAS in terms of the NFAS Constitution and Rules.

4.2 The PLS is the only most senior football body recognized by the NFAS.



4.3 The PLS runs the Premier and First Divisions in terms of this Constitution and its Rules.

4.4. Should the provisions of these Articles be in conflict with the Constitution of NFAS; Statutes Regulations of CAF; or Statutes, Regulations of FIFA, then the Constitution, Rules of NFAS, Statutes Regulations of CAF, or Statutes Regulations of FIFA in that order apply, unless such conflict be specially allowed or condoned by NFAS, CAF, or FIFA.

4.5 Should this Constitution as well as the Rules of the Premier League be silent on any matter which may arise, the Constitution of NFAS; Statutes, Regulations of CAF; or Statutes, Regulations of FIFA in that order shall apply, and if they too are silent the Arbitrator as referred to in these Articles shall give a ruling on such matter, which shall be final and binding.

## **ARTICLE 5**

### **SITUATIONS AND AREA OF OPERATIONS**

The head office of the Premier League shall be strategically situated in the Kingdom of Swaziland as may be determined by the Board of Governors and may, if necessary, operate regional offices. Its area of operation and jurisdiction covers the boundaries in the Kingdom of Swaziland.

## **ARTICLE 6**

### **OBJECTS**

The objects of the Premier League are:

6.1 to promote, organize, control and administer Premier League soccer and to facilitate the development of professional soccer in the Kingdom of Swaziland, irrespective of race, color, religion or politics and in as far as it is not

derogatory and or in all force with NFAS Constitution in particular Article 6 , CAF and FIFA Statutes.

6.2 to foster friendly relations amongst officials, clubs, teams , players of the Premier League and other sporting bodies.

6.3 to uphold the Code of Ethics as contained in Annexure “A” hereto.

6.4 to generally concern itself with all matters governing Premier League soccer in the Kingdom of Swaziland and relevantly those of the NFAS as may be applicable.

6.5 to utilize its funds for investments and for such other purposes as shall be in the interest of the Premier League and the affiliated clubs and/or the objects for which the Premier League has been established but not for the purpose of profits or gains.

6.6 to promote the interests of MEMBERS, to the best interest of the game.

## **ARTICLE 7**

### **MEMBERS**

MEMBERS of the Premier League shall be those clubs affiliated to the PLS in terms of its Constitution and Rules and as may conveniently to all parties be assigned by the NFAS. All Members, Players, Officials and duly authorized (express or implied) representatives shall be subject to and bound by the Constitution and Rules of the Premier League and those of National Football Association of Swaziland and as far as applicable by the Statutes of CAF and FIFA.

## **ARTICLE 8**

### **OFFICIAL BODIES OF THE PREMIER LEAGUE OF SWAZILAND**

8.1 The following are the official bodies of the Premier League whose powers are defined in the various articles for each specific body or sub-committee and a hierarchy of which is listed below;

- a) The Board of Governors
- b) Operations Committee
- c) Standing Committees-     Disciplinary Committee  
   Dispute Resolution Chamber  
   Ombudsman

8.2 The code of conduct of the bodies of PLS is as defined in the code of ethics hereto attached to this constitution.

**ARTICLE 9**

**BOARD OF GOVERNORS**

The Board of Governors shall be the supreme body of the Premier League of Swaziland.

9.1 The composition of the Board of Governors shall be as per provisions of 1.8. At every Biennial General Meeting the names of those persons in the Board of Governors shall be subject for confirmation and or substitution as the case may be by each MEMBER of the Premier League.

9.1.1 The election of the two members from the First Division League shall be conducted by the Electoral Officer duly appointed in terms of this constitution.

9.1.2 Such election shall be conducted seven (7) days prior to the election of the Chairman of the Board of Governors of the Premier League of Swaziland.

9.1.3 At such elections the 12 First Division league teams shall be entitled to nominate the candidate amongst the Chairpersons/directors of their teams.

9.1.4 At voting, the two candidates to amass the highest number of votes shall be deemed to have qualified to represent the First Division League in the Board of Governors of the Premier League of Swaziland.

9.2 The Board of Governors of the Premier League shall elect a chairperson at the Biennial General Meeting by secret ballot. Immediately before commencement of the elections, the incumbent Chairperson shall resign and the Electoral Officer, who shall be a person of Senator status or Member of Parliament as may be determined by the Board of Governors, shall take over the proceedings.

9.3 Each MEMBER shall be entitled to one nomination. In the event that all MEMBERS nominate one candidate, the nominee shall automatically become the chairperson of the Board of Governors.

9.4 In the event that there is a tie, the chairperson shall be decided by toss of a coin.

9.5 The Electoral Officer shall retain the ballots cast in trust, for a period of ninety (90) days after the date of the election, and shall only be entitled to destroy same after giving written notification to the Premier League after a ninety (90) day period having elapsed.

9.6 All members of the Board of Governors shall have one (1) VOTE per member, which vote may be cast by its duly authorized representative, provided that such representative is present at the meeting.

9.7 The Chief Executive Officer / Chief Operations Officer of the Premier League shall be the Secretary to the Board of Governors.

## **ARTICLE 10**

### **FUNCTIONS AND POWERS OF THE BOARD OF GOVERNORS**

The Board of Governors shall have the powers to:

10.1 To appoint in terms of this constitution, members of the Operations Committee.

10.2 Buy, sell, let or hire, exchange, transfer, receive, by way of gift, donation otherwise, movable and immovable property.

10.3 Invest funds of the Premier League with recognized banks, or Financial Institutions.

10.4 Borrow monies with or without furnishing security.

10.5 Lend monies, but only to MEMBERS and/or staff and then only in the event of adequate security being furnished.

- 10.6 Guarantee the performance of contract of any persons, association, corporation or company against adequate security.
- 10.7 In the name of the Premier League, bring or defend any actions or other legal proceedings in any Court of Law; enter into or accept any settlement on such conditions as the Board of Governors considers appropriate, and otherwise to conduct such proceedings as it considers expedient.
- 10.8 Engage and employ personnel for the Premier League, either on an honorary basis or on such terms as it may deem necessary or convenient.
- 10.9 To effect amendments to the Constitution and Rules for the proper functioning of the Premier League.
- 10.10 Open and operate banking or deposit accounts for and on behalf of the Premier League with any recognized banking institution.
- 10.11 To effect the affiliation of the Premier League to the National Football Association of Swaziland.
- 10.12 Levy membership and any other fees inclusive of registration and participation fees against MEMBERS on an annual basis.
- 10.13. Establish support for and aid in the establishment and support of any other association formed for all or any of the objects of the Premier League.
- 10.14 Initiate, convene, organize and hold conferences of MEMBERS or any Committee thereof or other persons.
- 10.15 Raise by way of public or public appeal subscriptions or donations, such monies as may be deemed necessary or incidental for the attainment of all or any of the objects of the Premier League, and to take and accept any subscriptions, contributions, gifts, endowments and bequests, whether movable or immovable, money or otherwise, for any of the objects of Premier League, and to carry out any trust attached to any such gift, endowment or bequest.

- 10.16 Print and publish such newspapers, periodicals, books, pamphlets or leaflets and to make, procure and/or exhibit such photographs, pictures, cinematograph films and other publicity media as may be necessary or desirable for the promotion of any of its objects, or to enter into any arrangement for the printing or publishing or exhibition or other publicity media as aforesaid and to pay in terms of any such arrangement.
- 10.17 Refer any matter of whatsoever nature to a Standing Committee or to any Sub-Committee.
- 10.18 After due consultation with NFAS enter into any agreements with other foreign Leagues for the purposes of furthering the interest of the Premier League.
- 10.19 Establish and operate charitable and other trusts and or organization.
- 10.20 Endorse the recommendation, cancellation, and/or suspension of a MEMBER by the Operations Committee to the Annual General Meeting for ratification.
- 10.21 The Board of Governors shall delegate all the operational functions and day-to-day management, control and administration of the Premier League to the Operations Committee.
- 10.22 Approve rules made by the Operations Committee for the proper functioning of the Premier League.

## **ARTICLE 11**

### **BOARD OF GOVERNORS MEETINGS**

- 11.1 The Board of Governors shall during each season ensure that they meet at least four (4) times. Such meetings shall be held for the purposes of discussing policy matters and for the Operations Committee to report to MEMBERS in accordance with their delegated authority.

## **11.2 SPECIAL GENERAL MEETING- Board of Governors**

- 11.2.1 A Special General Meeting shall be convened on the written request of at least seven (7) members of the Board of Governors.
- 11.2.2. Upon receipt of the aforementioned request the Chairman of the Board of Governors shall ensure that the Chief Executive Officer and or Chief Operations Officer of the Premier League shall convene such meeting within seven days (7).

## **ARTICLE 12**

### **CESSATION OF MEMBERSHIP**

12.1 A person will cease to be a member of the Board of Governors upon:

- 12.1.1 The death of a member;
- 12.1.2 the MEMBER being relegated to a lower division at the end of the season.
- 12.1.3 being withdrawn by the MEMBER and in the case of First Division teams, such withdrawal shall be deemed valid if endorsed by seven (7) members at a duly constituted meeting in accordance with Article 11.2.2 above.
- 12.1.4 being absent from three consecutive meetings of the Board of Governors without apology.
- 12.1.5 being disqualified by reason of being found guilty of having conducted himself in any manner likely to prejudice the objects or activities of the Premier League and/or whose conduct has the effect of bringing the Premier League into disrepute
- 12.2 If a member challenges such disqualification arising from such allegation of disrepute, the Board of Governors shall refer that matter to the ombudsman.

12.3 Should the position of Chairperson become vacant, the Board of Governors shall fill the vacancy in accordance with Article 9.

## **ARTICLE 13**

### **OPERATIONS COMMITTEE**

The management and control of the Premier League shall vest in the Operations Committee, and shall consist of the under mentioned persons:-

13.1 The Chief Executive Officer/Chief Operations Officer of the Premier League employed by the Board of Governors and who shall be the Officer in Chief of administration, Operations Officer and chairperson of the Operations Committee.

13.2 THREE (3) additional members

Such persons are to be appointed by the Board of Governors and are to be selected from MEMBERS and or other professional persons drawn from the general public.

13.3 The operation functions of the Premier League shall vest and be entrusted with the Chief Executive Officer/Chief Operations Officer.

## **ARTICLE 14**

### **QUORUM**

#### **ANNUAL, BIENNIAL AND SPECIAL GENERAL MEETINGS**

14.1 No business shall be transacted at the above meetings unless a quorum comprising duly and properly authorized representatives, personally present, and entitled to vote of not less than eight (8) clubs participating in the Premier



League, and not less than six (6) of the total number of clubs participating in the First Division of the Premier League.

## **OPERATIONS COMMITTEE MEETINGS**

14.2 A quorum for meetings of the Operations Committee shall be three (3) which must include the Chief Executive Officer/Chief Operations Officer. In the event of the quorum not being present, the meeting shall be postponed and convened no less than three (3) days from the date of the postponed meeting.

## **STANDING COMMITTEES**

14.3 The quorum for meetings of the Dispute Resolution Chamber shall be the chairperson plus two other members as detailed in the Rules.

14.4 The quorum for meetings of the Disciplinary Committee shall be the Chairperson plus two other members.

## **ARTICLE 15**

### **NOTICES OF MEETINGS**

#### **15.1 OPERATIONS COMMITTEE MEETINGS**

15.1.1 Operations Committee meetings must be communicated in writing by the Chief Executive Officer and or Chief Operations Officer to each of the members, such notice to be received five (5) days prior to such meetings except on emergency matters such notices to be received at least forty-eight (48) hours prior to such meetings.

15.1.2 There shall be not less than six (6) meetings per season at the Offices of the Premier League unless otherwise agreed by the Operations Committee. To this end, each of the members of the Operations Committee shall, immediately upon appointment, furnish the Chief Executive Officer/Chief Operations Officer of the Premier League with contact numbers and addresses to which notice of the meetings shall be sent.

15.1.3 The Operations Committee may convene at least four (4) meetings for MEMBERS during each season, which meetings may be convened on five (5) days notice.

## **15.2 STANDING COMMITTEES**

15.2.1 Standing Committee meetings shall be communicated in writing by midday of the third working day prior to the hearing and parties summoned shall be entitled to be personally present at the hearing, at their own cost.

15.2.2 Any standing Committee requiring the personal attendance of any player or official may make such order, which may be at the cost of the Premier League or such summoned person as determined and or directed by such committee, reasons with sentiments of a just sporting cause.

## **ARTICLE 16**

### **INTERPRETATION OF POWERS**

The widest interpretation shall be given to the powers of the Board of Governors, Operations Committee, Disciplinary Committee and the Dispute Resolution Chamber, which powers together with the objects of this Constitution shall not be restrictively interpreted.

## **ARTICLE 17**

### **STANDING COMMITTEES**

The Standing Committees shall be the Dispute Resolution Chamber and Disciplinary Committee.

## **ARTICLE 18**

## **DISCIPLINARY COMMITTEE**

18.1 Members of the Disciplinary Committee shall consist of five persons (excluding Officials or staff of any of the MEMBERS) as are appointed by a duly authorized representative of the OPERATIONS COMMITTEE and ratified by the Board of Governors.

18.1.1 The members of the Disciplinary Committee shall be appointed biennially.

18.1.2 Any member of the Disciplinary Committee can be summarily dismissed by the Operations Committee in the event of such member directly acquiring an interest in a MEMBER during his term of appointment or if the member in the sole and absolute discretion of the Operations Committee referred becomes disqualified or unsuited for the position.

18.2 The Disciplinary Committee duly appointed in accordance with the provisions of Article 18.1 above shall hear;

18.2.1 all cases of alleged misconduct in respect of which the Premier League has instituted a charge, including charges instituted by the Premier League pursuant to a protest or a complaint;

18.2.2 any other enquiry, investigation and adjudication into and upon breaches or contraventions of the Constitution or Rules of the Premier League, or any other matter of a disciplinary nature.

18.3 All hearings of the Disciplinary Committee shall be presided over by a Chairperson duly appointed.

18.4 In the absence of the duly appointed chairperson, the members present shall appoint from amongst themselves a person to act as chairperson for the purpose of the hearing. The Chairperson of the hearing shall have a casting vote.

18.5 The Disciplinary Committee shall have the power, in its sole and absolute discretion, to co-opt any person (including a person who is not subject to this Constitution and these Rules) to sit on such a Disciplinary Committee where it considers that such a person will be able to assist in the hearing, and in the deliberations of the Disciplinary Committee, but such person co-opted shall

not be entitled to vote on any matter, and shall merely be regarded as an expert in his or her field in order to assist the Committee where need be;

18.6 The absence of a member of the Disciplinary Committee on any occasion during a hearing shall not affect the validity of such a hearing subject to there being a quorum and provided that no other person(s) who did not listen to the evidence in the previous sitting may sit in the panel. Any member of the Disciplinary Committee who has absented himself/herself from any part of a hearing shall not take part in that hearing.

18.7 The Disciplinary Committee shall act in conformity with and apply this Constitution and the Rules of the Premier League subject to the provision of Article 4.4 above.

18.8 Save where otherwise provided in this Constitution and the Rules of the Premier League, the Disciplinary Committee may adopt such procedures and formalities as set out in the Disciplinary procedure referred to in the NFAS Constitution, if it deems appropriate to practice but such shall be adopted by its own resolution before implementation.

18.9 The Disciplinary Committee shall be those as set out in this Constitution and in the Rules of the Premier League.

18.10 The powers of the Disciplinary Committee shall be those as set out in this Constitution and in the Rules of the Premier League.

18.11 The Disciplinary Committee shall have the power to award costs to any defendant or travel costs to any party that has been summoned should the circumstance of the summoned player and or official became relevant to the Committee.

## **ARTICLE 19**

### **DISPUTE RESOLUTION CHAMBER**

19.1 The Dispute Resolution Chamber is a tribunal comprising an independent chairperson who shall be appointed by the Board of Governors, a member appointed by the players or their elected representatives and a member appointed by the Operations Committee, thus making it in total, three (3) members.

19.2 All disputes between PLS clubs or between PLS clubs and players, except of a disciplinary nature, will be determined by the Dispute Resolution Chamber.

19.3 The duties and functions of the Dispute Resolution Chamber shall be:

19.3.1 To determine the status of players;

19.3.2 To adjudicate on disputes between clubs or between clubs and players arising out of the Status, Registration and Transfer of players;

19.3.3 To adjudicate on disputes between clubs or between clubs and players regarding alleged breach of contract.

19.3.4 To advise the Operations Committee on the interpretation of the FIFA Statutes and the Regulations governing the Status and Transfer of Players.

19.4 Coaches shall not be classified as Players as far as status is concerned except where a Coach is separately registered as a player.

19.5 Any party appearing before the Dispute Resolution Chamber may appear in person or may be represented or assisted by any person of his choice.

19.6 An appeal may be lodged with NFAS Appeals Board in terms of the NFAS Constitution against any decision taken by the Dispute Resolution Chamber.

19.7 Any party not satisfied with the decision of the Appeal Board may refer the matter to Arbitration as provided for in terms of the NFAS Constitution.

19.8 The powers of the Dispute Resolution Chamber shall be those as set out in the Rules of the Premier League.

19.9 The Dispute Resolution Chamber shall only deal with cases referred by the Premier League.

19.10 The Dispute Resolution Chamber may order that such person in issue be present even though such person or club may be represented.

19.11 Should any member and or third person become unable to perform the duties therein assigned, the Operations Committee may appoint any person with a legal background to assume the place of such unavailable member of the Dispute Resolution Chamber to the end of that particular case.

19.12 It shall be a duty of such appointed person to declare his or her interest with either one of any of the parties to the dispute for effective practice of principles of impartiality.

## **ARTICLE 20**

### **SUB-COMMITTEES**

20.1 The Operations Committee shall have the power to appoint such Sub-Committees subject to approval by the Board of Governors, as it may deem necessary or relevant.

20.2 A Sub-Committee shall consist of such person or persons as are appointed by the Operations Committee.

20.3 A Sub-Committee shall consist of least three (3) members, which Sub-Committee shall appoint one (1) of its members to act as its Convenor.

20.4 All Sub-Committees shall act in conformity with and apply this Constitution and the Rules of the Premier League.

20.5 A Sub-Committee shall have the power to co-opt any person to sit on such Sub-Committee for a specific business without gaining membership even though such person may be allowed to claim compensation at the standard rate as agreed from time to time.

20.6 Sub-Committees will submit proposals/recommendations to the Operations Committee for approval. THEY SHALL HAVE NO AUTHORITY TO MAKE OR TAKE DECISIONS ON BEHALF OF THE PREMIER LEAGUE AND FURTHER SHALL NOT MAKE ANY PUBLIC STATEMENTS OR PRONOUNCEMENTS WITHOUT THE AUTHORITY OF THE PREMIER LEAGUE.

## ARTICLE 21

### OMBUDSMAN

21.1 An Ombudsman shall be appointed by the Operations Committee, who shall be a person of the status of Principal Magistrate or Judge of the Industrial Court. The Ombudsman, from time to time will adjudicate upon alleged breach/es of the Code of Ethics, a copy of the Code of Ethics being attached hereto marked Annexure "A".

21.2 It shall be the responsibility of the Chairperson of the Board of Governors of the Premier League to refer all alleged and purported breaches of the Code of Ethics brought to its attention by whosoever, in whatsoever a manner, directly to the Ombudsman in writing and;

21.3 Any aggrieved party may refer any alleged breach of the Code of Ethics directly in writing to the Chairperson of the Premier League, who shall within 7 days thereof approach the Chairperson as contemplated in Article 21.1 to appoint an Ombudsman who shall have the power, in his sole and absolute discretion, inter alia.

21.3.1. to investigate, determine, prosecute and hear any complaint against any member concerning any alleged breach of the Code of Ethics.

21.3.2 to hear the matter in a manner as determined by the Ombudsman.

21.3.3 to cause to appear in person before the Ombudsman any Member against whom a complaint has been filed. Any such member shall be entitled to be represented by an advocate or attorney.

21.3.4 to cause witnesses to appear before the Ombudsman as well as any other member.

21.4 The hearings shall be carried out informally behind closed doors and in a summary manner. It will not be necessary to observe strict rules of evidence or procedure.

21.5 Notwithstanding anything else contained in this Constitution or the Rules of the Premier League, the powers of the Ombudsman shall be wide and shall be exercised so as to give effect to this Constitution.

21.6 The Ombudsman shall have discretion in sentencing the Member found guilty of a transgression of the Code of Ethics and shall impose an appropriate sentence, the maximum of which shall be.

21.6.1 First conviction in any one season, not more than E5, 000.00

21.6.2 Second conviction in any one season, not more than E10 000.00

21.6.3 Third conviction in any one season:-

21.6.3.1 not more than E10 000.00 and

21.6.3.2 automatic suspension for a period of twelve (12) month from all activities of football

21.6.3.3 provided in respect of a third conviction in any one season, no sentence or any portion thereof may be suspended.

21.6.3.4 to confirm or dismiss a disqualification for any member of the structures of the Premier League of Swaziland in terms of Article 11.1.5.

21.7 In addition to the powers set out in Article 21.6 above, the Ombudsman shall have the power to order the guilty party to pay the costs of the hearing, as determined by the Ombudsman.

21.8 The decisions of the Ombudsman shall not be subject to Appeal.

## **ARTICLE 22**

### **APPEALS**



- 22.1 Appeals against decisions made or penalties imposed by either the Chief Executive Officer/Chief Operations Officer of the Premier League, Operations Committee, Disciplinary Committee, Dispute Resolution Chamber shall lie to an Appeals Board in terms of the NFAS Constitution. Notice of such appeal shall simultaneously be served on the Chief Executive Officer/Chief Operations Officer of the Premier League, in accordance with the Constitution of NFAS.
- 22.2 Appeals against any decision made or penalties imposed by an Appeals Board, shall lie to the Arbitrator in accordance with the Constitution of the NFAS.

## **ARTICLE 23**

### **ARBITRATION**

- 23.1. Arbitration proceedings against decisions made and/or penalties imposed by the Appeals Board shall lie to an Arbitrator constituted by NFAS in terms of its Constitution and Rules. Such Arbitration shall be heard in accordance with the Constitution and Rules of NFAS, provided however that notice of such Arbitration shall besides the NFAS Chief Executive Officer be simultaneously served on the Chief Executive Officer/Chief Operations Officer of the Premier League and should be in accordance with the Constitution and Rules of NFAS. Provided the Premier League recognizes and submits to the jurisdiction of the Court of Arbitration of Sport (CAS) in terms of Article 59 and 60 of the FIFA Statutes.
- 23.2 It is specifically recorded that any dispute as to the ownership of or any right, title and interest to a club or the franchise of a club, shall be referred directly to Arbitration in terms of this Article with a copy of such notice and documents also served to the Chief Executive Officer of the Premier League and that of the NFAS respectively.
- 23.3 All parties to a dispute referred to Arbitration in terms of this Article, shall deposit with the Premier League such amount of monies as stated in the Schedule of Fees of NFAS.
- 23.4 The Arbitrator's decision shall be final and binding on the parties and no further appeal shall be entertained.

23.5 All parties before the Arbitrator, including the Premier League, shall be entitled to LEGAL REPRESENTATION.

23.6 The arbitrator shall be, if the question in issue is:-

23.6.1. Primarily an accounting matter, an independent auditor of no less than ten years standing.

23.6.2 Primarily legal matter, (including the interpretation of Constitution and/or Rules of the Premier League), a practicing Senior Counsel, of more than five (5) years practice.

23.6.3 In any other matter, an independent person.

## **ARTICLE 24**

### **COURT OF LAW**

No MEMBER, official, player or any other person subject to this Constitution or to the Rules of the Premier League shall be entitled to pursue any recourse in a Court of Law, be it on review or appeal or otherwise, and shall further be prohibited from communicating, whether orally or in writing with CAF or FIFA until they have exhausted all the provisions of their Constitution as well as the Constitution of NFAS, as the case may be, inclusive of the Rules of the Premier League and such other bodies referred to above.

## **ARTICLE 25**

### **ANNUAL GENERAL MEETING**

25.1 An Annual General Meeting of MEMBERS shall be held on or after the 1<sup>st</sup> July but not later than 15<sup>th</sup> August of each year at such place as the

Operations Committee may direct. Such meeting shall be convened on not less than fourteen (14) days notice in writing, by pre-paid registered post or recorded courier or facsimile to all MEMBERS as well as to the Chief Executive Officer of the NFAS.

25.2 Such notice shall specify the object and business of the Meeting.

25.3 Copies of all documents relevant to the proceedings and in particular the Financial Statements of the Premier League for the previous year, and the Annual Address of the Chairperson, Annual Reports of the Operations Committee, Chief Executive Officer, Financial Officer/Chief Operations Officer of the Premier League, shall be forwarded to MEMBERS at least 7 days before the day of the meeting.

25.4 In the event that the Biennial and Annual General Meeting fall in the same year, then the Annual General Meeting will be incorporated in the Biennial General Meeting and the business of the Meeting shall be:-

25.4.1 A reading of the Notice convening the Meeting:

The perusal and acceptance or rejection of the written credentials of the person representing each MEMBER at the Meeting. Such credentials shall be on the MEMBER'S official letterhead.

25.4.2.1 Credentials of newly promoted members shall not be considered at this stage.

The consideration of the Minutes of the previous Biennial/Annual General Meeting and any subsequent Special General Meeting;

To receive the Annual Address by the Chairperson of the Board of Governors of the Premier League of Swaziland.

To receive the Annual Report by the Chief Executive Officer/Chief Operations Officer for the previous year of the Operations Committee of the Premier League;

The consideration of the Audited Annual Accounts of the Premier League for the previous Financial Year;

The consideration and adoption of any proposed amendments to the Constitution and Rules.

The consideration of any proposal/s by MEMBERS for inclusion in the Agenda provided however that such proposal/s must reach the Chief Executive Officer/Chief Operations Officer not less than fourteen (14) days prior to the date of the Meeting;

The consideration and submission of recommendations to the Premier League;

The confirmation of relegated members.

The confirmation of newly promoted MEMBERS.

25.5 Minutes of every AGM shall be available for inspection by MEMBERS at the offices of the Premier League within thirty (30) days of the completion of each AGM, and shall be circulated to MEMBERS.

25.6 No business except for the business in Article 25.4 shall be transacted at the meeting unless a quorum comprising duly and properly authorized representatives, entitled to vote is present.

25.7 Members present may also postpone meetings to any date after failure to form a quorum.

## **ARTICLE 26**

### **BIENNIAL GENERAL MEETING**

26.1 A Biennial General Meeting of MEMBERS shall be held on or before 31<sup>st</sup> July but no later than 15<sup>th</sup> August every two (2) years at such place as the Operations Committee may direct. Such meetings shall be convened on not less than fourteen (14) days notice in writing, to all MEMBERS as well as to the Chief Executive Officer of the NFAS.

26.2 Such notice is to specify the object and business of the Meeting.

26.3 Copies of all documents relevant to the proceedings and in particular the financial statements of the Premier League for the previous year, the Annual

Address of the Chairperson, the Annual Report of the Operations Committee by the Chief Executive Officer/Chief Operations and the Annual Report by the Financial Officer of the Premier League, shall be forwarded to MEMBERS (14) Fourteen days before the day of the meeting.

26.4 In the event that the Biennial and Annual General Meeting fall in the same year, then the Annual General Meeting shall be incorporated in the Biennial General Meeting and the business of the Meeting shall be:-

26.4.1 A reading of the Notice convening the meeting.

26.4.2 The perusal and acceptance or rejection of the written credentials of the person representing each MEMBER at the Meeting. Such written credentials shall be on the MEMBER'S officials' letterhead.

26.4.2.1 Credentials of newly promoted members shall not be considered at this stage.

26.4.3 The consideration of the Minutes of the previous Biennial/Annual General Meeting and any subsequent Special/General Meetings;

26.4.4 To receive the Annual Address by the Chairperson of the Board of Governors of the Premier League of Swaziland ;

26.4.5 The consideration of the Annual Report for the previous year of the Operations Committee by the Chief Executive Officer/Chief Operations Officer.

26.4.6 The consideration of the Audited Annual Accounts of the Premier League for the previous Financial Year as well as the confirmation of the name of the auditors of the Premier League;

26.4.7 The consideration and adoption of any proposed amendments to the Constitution and Rules.

26.4.8 The consideration of any proposal/s MEMBERS for inclusion in the Agenda provided however that such proposal/s must reach the Chief Executive Officer/Chief Operations Officer not less than fourteen (14) days prior to the date of the meeting;

- 26.4.9 The consideration and submission of recommendations to NFAS.
- 26.4.10 The Disqualification of relegated MEMBERS.
- 26.4.11 The confirmation of newly promoted MEMBERS
- 26.4.12 The election of the chairperson of the board of governors of the Premier League;
- 26.4.13 The appointment of members to the Operations Committee

26.5 Minutes of every Biennial/Annual and Special General Meeting shall be available for inspection by MEMBERS at the offices of the Premier League within thirty (30) days of the completion of each Biennial/Annual and Special General Meeting, and circulated to the MEMBERS.

26.6 If within half an hour (1/2 hr) of the time appointed for Biennial/General Meeting of MEMBERS, a quorum is not present, the Meeting shall stand adjourned to the same day in the next week at the same venue and time. If at such an adjourned Meeting a quorum is not present, then those MEMBERS present shall constitute a quorum and may transact the business for which the Meeting was called. If, however, amendments, variations, or deletions to the Constitution and Rules are to be considered, then a reduced quorum will not be complete and the meeting shall again stand adjourned until a full quorum is present.

26.7 Every matter, other than the elections of Chairperson of the Board of Governors of the Premier League as well as the appointment of the members of the Operations Committee and amendments to the Constitution shall be decided by a majority of voted cast as per the voting powers.

26.8 The Election of the chairperson of the Board of Governors of the Premier League shall be by secret ballot.

26.9 The declaration by the Chairperson that a Resolution has been carried or lost shall be conclusive evidence of that fact and shall be final and binding on all MEMBERS.

26.10 In the case of a deadlock or equality of votes the Chairperson shall be entitled to a second or casting vote.

## **ARTICLE 27**

### **SPECIAL GENERAL MEETING**

27.1 Only matters specified in the requisition shall be deliberated and decided upon at the meeting; and

27.2 The Chairperson of the Board of Governors of the Premier League shall prescribe the procedure to be adopted at any Special General Meeting.

## **ARTICLE 28**

### **VOTING RIGHTS AT GENERAL MEETINGS .**

28.1 Clubs which are members of the Premier Division shall have two (2) VOTES per club, which votes will be cast by its duly authorized representative, provided that such representative is present at the meeting.

28.2 Clubs which are members of the Lower Division shall have one (1) VOTE per club, which vote will be cast by its duly authorized representative, provided that such representative is present at the meeting.

## **ARTICLE 29**

### **MEMBERSHIP**

29.1 Members of the Premier League shall be those as constituted in the Premier League of Swaziland and of the National First Division from time to time.

29.2 Existing MEMBERS shall renew their membership annually by no later than FIVE (5) days prior to the official start of the season, failing which their membership may lapse. The Premier League shall supply the clubs with relevant documents one (1) month prior to the commencement of the new season.

29.3 A club duly promoted through the NFAS structure and wishing to participate in the Premier League shall lodge with the Chief Executive

Officer/Chief Operations Officer the prescribed written documentation duly confirmed by NFAS.

29.4 The membership of any club may be cancelled by the Operations Committee if it has been found guilty of material misrepresentation on either its initial application for membership or any subsequent application renewal of membership subject to ratification by Biennial/ Annual General Meeting or the Special General Meeting.

29.5 Upon acceptance as a MEMBER, such MEMBER shall immediately supply its constitution which should not be inconsistent with that of Premier League as may be amended from time to time and:-

29.5.1 Become entitled to the benefits and privileges of the Premier League inclusive of those specifically attributable to the Premier League, as the case may be.

29.5.2 Become liable for all payments, fees and subscriptions due for the year in which it is accepted.

29.5.3 Be bound by this Constitution and the Rules of the Premier League.

29.6 Any MEMBER intending to resign and or change a name as a MEMBER shall in writing and by registered post, notify the Chief Executive Officer/Chief Operations Officer of such intended resignation one (1) month before commencement of the new season and shall in the event of it not so advising the Chief Executive Officer and or Chief Operations Officer of a specified date to be liable for any outstanding amounts as determined by the Operations Committee for the ensuing year as well as any other obligations.

29.7 A MEMBER whose membership is cancelled or which has been expelled or suspended or which has resigned.

29.7.1. Shall remain liable for such payments, fees, subscriptions and other monies due and unpaid by it;

29.7.2. Shall not be entitled to recover any monies already paid by it reason of such termination, resignation or suspension of membership and or change of name.



29.8 The MEMBERS, by their membership to the Premier League do, authorize the Operations Committee to deduct from any monies due to such MEMBERS any payments, fines, fees or other amounts due by the MEMBERS to the Premier League.

29.9 No MEMBER shall have any right, title or interest to or in the property of or the funds of the Premier League save as is specifically authorized in terms of a resolution of the Operations Committee or Biennial/Annual or Special General Meeting.

29.10 No person, entity or club may have any interest whether directly or indirectly, in another club affiliated to the Premier League or NFAS.

29.10.1 Any dispute arising from article 29.10 shall be referred to the Ombudsman for determination:

29.11 No Official, staff, Player or Club Director may either directly or indirectly:

29.11.1 hold or deal in the securities or shares of another club; or

29.11.2 be a member of another club; or

29.11.3 be involved in any capacity whatsoever in the management, administration or coaching of another club; or

29.11.4 have any power whatsoever to influence the management, administration or coaching staff and players of another Club.

## **ARTICLE 30**

### **ACQUISITION AND OWNERSHIP**

30.1 The prior written approval of the Premier League, which shall not be unreasonably withheld, shall be required.

30.1.1. For the sale of any club, if same be of sole ownership.

30.1.2 In the case of a company or Close Corporation, the sale, alienation or disposition of the shares or Members interests unless such transfer, disposition or alienation does not deprive the present shareholders or Members of control therein.

30.2 Any transfer, disposition or alienation to any FOREIGN organization, company or person shall be forwarded to the NFAS, via the PLS, for consideration and approval.

30.3 Any sale, transfer, disposition or alienation effected without the Premier League's prior written consent shall constitute an act of misconduct, entitling the Operations Committee to recommend the cancellation of membership of such club and/ or other punishment.

## **ARTICLE 31**

### **CHANGE OF NAME AND/OR HOME/VENUE**

31.1 A MEMBER shall not change its name without the prior written approval of the Operations Committee, whose permission shall not be unreasonably withheld. The approval shall be ratified by the Annual/Biennial or Special General Meeting.

31.2 A club shall not change its home venue and/or relocate without the prior written approval of the Operations Committee, whose permission shall not be unreasonably withheld.

31.3 A club moving a fixture from either its home venue or alternative venue and should the move disadvantage the visiting team, the host club shall bear the costs of traveling for the visiting team to the chosen venue after having received permission in this regard from the Chief Executive Officer/Chief Operations Officer of the Premier League.

## **ARTICLE 32**

### **FURNISHING OF GUARANTEES**

32.1 Prior to the commencement of the season, the Operations Committee may, in its sole and absolute discretion, determine the nature, extent and amount of the monetary guarantee to be furnished by each MEMBER, as well as any other guarantees and undertakings which it may deem necessary, specifically with reference to grounds and ground requirements.

Such guarantees, in a form acceptable to the Operations Committee shall be lodged with Premier League by each MEMBER by no later than one week prior to the start of the season.

32.2 In the event of a MEMBER not lodging such guarantee within one (1) month of the due date of lodging thereof as provided for above, the Chief Executive Officer/Chief Operations Officer shall, in writing, demand such guarantee from the defaulting MEMBER within fourteen (14) days of such notice. If the guarantee is not lodged within such period of fourteen (14) days, without reasonable cause the defaulting club's membership of the Premier League shall **ipso facto** be cancelled. Provided however, that the Operations Committee shall have the power to reinstate such defaulting MEMBER upon the guarantee being provided, and due cause being shown.

## **ARTICLE 33**

### **GENERAL**

33.1 Each MEMBER shall inform the Chief Executive Officer/Chief Operations Officer of the Premier League, in writing by pre-paid registered post of any change of whatsoever nature to any of the information specified in its annual application form or renewal form submitted to the Premier League, within seven (7) days of such change. In the event of a MEMBER not so notifying the Chief Executive Officer/Chief Operations Officer of any such change within the period stipulated, the particulars appearing on the original application form shall be deemed to be the correct and applicable particulars.

33.2 All written communications addressed by the Premier League to any MEMBER shall be deemed for all purposes to have been received by such MEMBER.

33.2.1 within five (5) days of posting if posted by normal surface mail.

- 33.2.2 Within ten (10) days of posting if posted by registered post.
- 33.2.3 On the date of recorded receipt if delivered by courier service.
- 33.2.4 Immediately upon transmission if transmitted by telefax (a copy of the facsimile transmission report to be retained by the transmitting party, as proof of transmission).
- 33.2.5 Immediately upon transmission if transmitted by E-mail, (if so registered in terms of the Member's annual registration form).
- 33.2.6 Upon receipt if delivered by hand to the registered office of the Member and signed for by a duly authorized staff member or official.
- 33.2.7 In the event of any MEMBER disputing receipt of any written notification delivered in accordance with this Article, the onus shall be on such MEMBER to prove non-receipt.
- 33.3. Any article of the Constitution or Rules promulgated, amended or repealed by the Annual/Biennial or Special General Meeting, although immediately effective, shall nevertheless be communicated to every MEMBER as well as NFAS in writing by the Chief Executive Officer/Chief Operations Officer within five (5) days of the amendment.
- 33.4 All amendments to the Constitution and Rules shall become effective immediately from time of adoption.
- 33.4.1 All constitutional amendments and or proposals adopted as amendments may be further amended or become an agenda item for further amendment within sixty (60) days of such amendment on a special meeting.
- 33.4.2 Such proposal may be made to the Chief Executive Officer and or/Chief Operations Officer by any member with a single secondment and if the proposal for any further amendment is initiated by the Operations Committee, or secondment becomes necessary and the membership shall be notified of the meeting within fourteen (14) days.
- 33.5 Every member of the Operations Committee or other Committee and every Member, agent or staff of the Premier League shall be indemnified

out of the Premier League's funds against all reasonable costs, charges, expenses, losses and liabilities incurred by him in the bona fide conduct of the business of the Premier League or discharge of his duties, and no such person shall be liable for any loss incurred for any reason other than his own willful or unlawful act or default.

33.6 A MEMBER shall be responsible for all acts or omissions of its officials, players, duly authorized (express or implied) representatives, shareholders, members, employees, supporters and any other person directly or indirectly associated with it.

33.7 This Constitution accompanied by the Rules of the Premier League, is to be bound and retained at the offices of the Premier League as well as those of NFAS. Copies are to be made available annually to MEMBERS as well as NFAS prior to the commencement of the new season, the originals of which can be inspected at the offices of the Premier League.

## **ARTICLE 34**

### **AMENDMENT OF CONSTITUTION AND RULES**

34.1 This Constitution and Rules shall not be amended, save and except upon a resolution passed by two-thirds (2/3) of those entitled to vote and present at the time of voting at an Annual/Biennial or Special General Meeting, convened for this purpose after considering such amendment.

34.2 When considering an amendment to the Constitution and Rules, it shall be competent to adopt variations to such amendment.

34.3 Any MEMBER who intends proposing any amendments to this Constitution and Rules should give written notice of such proposals, which notice shall include the text of the proposed amendments to the Chief Executive Officer/Chief Operations Officer of the Premier League, at least twenty one (21) days prior to such meeting.

## **ARTICLE 35**

### **PROMOTION AND RELEGATION**

- 35.1 Promotion and Relegation shall be in accordance with the provisions of the Rules of this constitution.
- 35.2 Each season the Premier League shall run the Premier Division as well as the First Division in which a MEMBER shall play the other MEMBERS, in terms of the format to be agreed upon at the Annual/Biennial General Meeting.
- 35.3 The Operations Committee may recommend such change of structure provided that three (3) months notice prior to the commencement of a season is given to all MEMBERS and is approved at the General Meeting.
- 35.4 A club shall not enter a team in a lower division of the Premier League in the event of it having a team higher in a division, save and except where the Premier League wishes to establish the Reserve League which shall not be admitted even to the First Division.

## **ARTICLE 36**

### **BOOKS AND REGISTERS**

- 36.1 The following books and registers shall be kept independently at the offices of the Premier League:-
- 36.1.1. All books of accounts;
- 36.1.2 A MEMBER'S Register which will show, in order of Division, the name and address of the Officials of each MEMBER participating in such Division and the name and address of the officials authorized to act for and on behalf of such MEMBER.
- 36.1.3. A Player Register which shall show, in alphabetical order the full names of each player participating in any fixtures of the Premier League and the name of the MEMBER with which such player is, from time to time, registered. Extracts from these registers shall

be provided to NFAS and upon request to FIFA through NFAS or other CAF or FIFA recognized entity.

- 36.1.4 A Committee registers showing the names and addresses of the Members of the Operations Committee and the telephone and or cellphone and telefax numbers of such members. A copy of which is to be given to NFAS.
- 36.1.5 Bookings register of all cautions and suspension of players are for the current season.
- 36.1.6 A Player's register for all players' movement from one club to another.
- 36.1.7 Copies of Team Sheets and Referees Match Reports.
- 36.1.8 Players Contracts of which copies will be sent to NFAS.
- 36.1.9 Constitutions and or memorandum of association and Articles of association for such members as the case may be including any further lodgments from time to time.
- 36.2 Any MEMBER duly represented by its Chairperson may on prior written notice and at its own expense, examine any of the books of account of their respective Division, provided that five (5) business days written notice is given. The Chairperson of the Premier League shall determine the place and time where the MEMBER may examine such books of account, in his presence or such designated or appointed member of the Operations Committee together with the Auditor.
- 36.3 A request envisaged in the above shall specify:-
  - 36.3.1 The exact books of accounts, which the MEMBER requires for examinations.
  - 36.3.2 Notwithstanding anything herein contained any such request may be refused if the Chairperson is of the opinion that such request is not a bona fide request.
  - 36.3.4 The Auditors may call upon any of the MEMBERS to furnish them with an audited certificate confirming any monies

distributed by the Operations Committee to MEMBERS have been utilized for the benefit and development of Football. Such request must be in writing and must be complied with within sixty (60) days of written notification of such request, failing which the MEMBER shall be deemed to have committed an offence.

## **ARTICLE 37**

### **FINANCIALS**

- 37.1 Clubs shall ensure that ninety (90) days after the end of each season they lodge with the Auditors of the Premier League, their income statements.
- 37.2 Such statements to indicate monies distributed by the Operations Committee to the MEMBER.
- 37.3. Failure to comply will be deemed an act of misconduct and such MEMBER shall be summoned to appear before the Operations Committee.
- 37.4 If found guilty of the above, a member shall be fined the amount given by the Operations Committee for the envisaged purpose and a further which shall be determined at every annual and or Biennial meeting for the following season and or tournaments

## **ARTICLE 38**

### **COMPETITIONS**

The Premier League will arrange, organize and promote competitions, which shall be conducted under the auspices of the Premier League, Such competition or tournaments will be regulated by the Rules of the Premier League. The Operations Committee shall, however, in each and every competition, administer and control the competition in terms of the Rules of the Premier League in its sole and absolute discretion.

- 38.2 No interclub or inter-league matches between teams of different national associations shall be played without the written consent of the NFAS.



- 38.3 Scratch teams consisting of players that belong to the same club or association shall not be permitted to play clubs or teams representing associations unless prior written approval has been granted by the NFAS, CAF, FIFA and the other association/s.
- 38.4 Members of the Premier League shall not play matches or making sporting contacts with associations and/or clubs affiliated to associations that are not members of FIFA or with provisional members of a confederation without the approval of FIFA.

## **ARTICLE 39**

### **VALIDITY OF ACTS**

All acts done in good faith by the Operations Committee, Disciplinary Committee, Dispute Resolution Chamber, or any sub-committee duly appointed by the Premier League shall, notwithstanding that it is discovered afterwards that there was some defect in the composition, election or appointment of such body, be valid as if such body had been properly constituted, elected or appointed in terms of this Constitution.

## **ARTICLE 40**

### **REGISTRATION OF TRADING ACTIVITIES**

The Operations Committee will not engage in any trading activities other than to conduct management and administration of PLS or NFAS organized tournaments and such business or activity that will benefit the Premier League or the NFAS.

## ARTICLE 41

### DISSOLUTION

- 41.1 The Premier League may be dissolved on a resolution passed by not less than seventy five (75%) per cent of the MEMBERS on the grounds that the Premier League has become dormant or is unable to fulfill its purposes and objects.
- 41.2 In the event of the dissolution of the Premier League, the assets of the Premier League shall vest in the Trustees appointed in terms of ARTICLE 42 to deal with dissolution as herein provided for. **The trustees shall invest the funds of the Premier League in gilt edge securities to be held in trust until such time as the Premier League is reconstituted and in their discretion shall be entitled to return for safe custody, if so requested, Cups and Trophies in the possession of the Premier League, to their donors.**

## ARTICLE 42

### TRUSTEES

- 42.1 There shall be not less than three Trustees of the Premier League when the need arises.
- 42.2 Two (2) Trustees shall be appointed by the NFAS, and the remaining Trustee (s) shall be appointed by the Attorney General of Swaziland.
- 42.3 All property of the Premier League (whether movable or immovable) whether already possessed or which may hereafter be acquired by the Premier League, shall vest in the said Trustees to be dealt with by them as provided for in Article 42.1 and 42.2 above. All immovable property belonging to the Premier League shall be registered in the name of the Trustees for and on behalf of the MEMBERS as at the date of its dissolution.
- 42.4 The Trustees shall be indemnified against all personal loss or damage sustained by them in regard to any action taken on behalf of the Premier League and they shall not be obliged to furnish any security to the Master of The High Court or any such other competent official for the due performance by them of their duties in office.

- 42.5 The Trustees shall further be reimbursed for all traveling expenses, expenditure and out-of-pocket expenses reasonably incurred in respect of services rendered.
- 42.6 All dealings with the immovable property shall be under signature of at least two (2) of the Trustees.
- 42.7 The Trustees shall hold office until their death or resignation or until removed from office for any lawful reason.
- 42.8 The Trustees shall be entitled to be remunerated for their services, which remuneration shall be determined by NFAS.

## **ARTICLE 43**

### **APPLICABILITY OF ARTICLES AND RULES**

- 43.1 In the case of doubt as to the meaning or interpretation of these Articles the matter shall be referred to Arbitration as set out in ARTICLE 23 hereof.
- 43.2 Should the provisions of these Articles be in conflict with the Constitution of NFAS, Statutes of CAF and FIFA, and then the Constitution of NFAS, Statutes of CAF and FIFA in that order shall apply, unless such conflict be specifically allowed or condoned by NFAS, CAF or FIFA.
- 43.3 Should this Constitution as well as the Rules of the Premier League be silent on any matter which may arise, the Constitution of NFAS, Statutes and Regulations of CAF and FIFA in that order shall apply, and if they too are silent the Arbitrator referred to in ARTICLE 23 hereof, shall give a ruling on such matter, which shall be final and binding.