



Dispute Resolution Chamber Regulations 2023

Disclaimer: the official and binding language of the [Dispute Resolution Chamber Regulations] is Arabic. This English-language translation is provided as a guide and is for informational purposes only. In the event of any discrepancy between this version and the binding Arabic version, the latter shall prevail.

Chapter I: Definitions

Article (1): Definitions

The following terms and expressions shall wherever used herein have the meanings assigned thereto. A reference to the singular shall include the plural and vice versa unless the context requires otherwise.

KSA	Kingdom of Saudi Arabia
SAFF	SAFF Executive Board
Board	SAFF Executive Board
International Federation (FIFA)	Fédération Internationale de Football Association "International Federation of Association Football" (FIFA)
AFC	Asian Football Confederation
Statutes	SAFF Statutes
Regulations	SAFF Dispute Resolution Chamber Regulations forming the statutory and procedural framework of the Chamber.
Chamber	SAFF Dispute Resolution Chamber.
General Secretariat	SAFF Administrative Authority
Association	An organization with an independent legal personality affiliated to SAFF.
Professional Club League Association	Independent associations that are independent in administrative, financial and organizational terms, operate under the auspices of SAFF and organize a specific league or competition.
Saudi Football Players League	Saudi National Federation represents football players and was duly established according to KSA laws.
Saudi Sports Arbitration Center (SSAC)	The competent judicial authority that exclusively hears, decides on or intermediates in all sports and/or sports-related disputes subject to exhaustion of all internal means of appeal according to the Statutes and the Regulations.
CAS	Court of Arbitration for Sport headquartered in Lausanne, Switzerland
Game	Football
Parties	Clubs, Players, Coaches and Football Agents governed by these Regulations.

Club	A sports establishment or company having a separate legal personality officially licensed by the competent authority to practice football, acts as a member of SAFF or a league and participates with at least one team in competitions.
Player	A player who has concluded a contract in writing with a club and receives a remuneration for his football activity in excess of the respective actual expenses.
Coach	A natural person employed in a football-related profession by the club or SAFF and (1) whose job duties include one or more of the following duties: select and train players to participate in matches and competitions, and determine tactical selections during matches and competitions and/or (2) whose work requires holding a training license according to any approved local or continental regulations. This includes assistant-coaches.
Football Agent	A natural person licensed by FIFA to act as a football services agent.
Competition Period	The period that starts to run from the first official match in the local league or cup competition whichever comes first and ends with the last official match played in such competition.
Sports Season	The period during which competitions, tournaments and official and friendly matches organized and determined by SAFF or sports associations are held.
Ordinary Majority	Total votes of more than half of the present members who have the right to vote.
Contract	A written agreement made between a Professional Player, a Coach, a player agent and/or a Club and containing at least the essential elements of an employment contract.
Conflict of Interests	A potential or actual conflict of interest exists when a member has a personal interest or dispute that may influence him/her when making a decision as a DRC Member and/or that may result, directly or indirectly, in personal gains for him/her or a relative thereof according to SAFF approved Code of Conduct and Ethics Regulations.

Chapter II: Legal Bases and Scope of Application of the Regulations

Article (2): Applicable Law

The Chamber is an arbitral tribunal the objective of which is to establish justice and safeguard the rights of the parties. In the course of its works and jurisdictions, the Chamber relies on the following:

- 1- The contracts and agreements concluded by the Parties unless they conflict with the public order provided for under the local laws of KSA, and SAFF Statutes and/or Regulations;
- 2- SAFF Statutes, regulations, circulars, directives and decisions;
- 3- Statutes, regulations, circulars, directives and decisions of the CAS, FIFA and AFC in the event that SAFF's regulations do not legislate;
- 4- Sports equity rules related to football;
- 5- The Chamber may refer to the local regulations where a decision on the dispute so requires without prejudice to the sports confidentiality.

Article (3): Basic Rules of the Regulations

- 1- Safeguarding the rights of the parties;
- 2- Administering justice concerning the equal representation of the Chamber's members; and
- 3- Determining the procedures and mechanisms required for resolution of disputes arising between the parties.

Article (4): Scope of Application

These Regulations constitute the main reference for actions before DRC concerning local disputes arising between Clubs, Players, Football Agents and/or Coaches.

Chapter III: Chamber Jurisdiction, Composition, Meetings & Decisions

Article (5): Jurisdiction

The Chamber shall have the jurisdiction to:

- 1- consider and resolve local disputes arising between clubs, players, football agents and/or coaches to secure contractual stability;
- 2- Local labor disputes arising between a club, a player and/or a coach
- 3- Any dispute arising between clubs particularly in connection with:
 - a- Training compensation at the local level;
 - b- Joint contribution at the local level; and
 - c- Disputes related to claiming transfer value.
- 4- Disputes arising between a player, a coach or a football agent according to the terms and conditions of SAFF local football agents' regulations;
- 5- Appeals filed by professional players against sanctions imposed thereon under the professional contract;

6- The defendant's plea that DRC lacks jurisdiction to hear the dispute may not be accepted even if the contract subject of dispute determined the competent authority unless this plea is made prior to any request or defense made by the defendant.

7- Should the Chamber see that it lacks specific jurisdiction to hear the dispute, it shall decide that it lacks jurisdiction and this decision may be appealed notwithstanding the dispute value.

8- In the event of doubt about jurisdiction concerning a claim between SAFF Committee for Professionalism and Status of Players and the Chamber, the Chairman of SAFF Professionalism and Status of Players Committee shall decide the authority having jurisdiction to hear the claim.

9- The Chamber may not hear any dispute according to these Regulations upon the lapse of two calendar years as of the termination of the contractual relationship subject of the origin of right. It shall be ascertained that said time restriction is applied to every individual case unless the plaintiff has submitted an acknowledgment.

Article (6): Chamber Composition, Head Office, and Official Language

1- The Committee shall perform its functions and powers according to the equal representation of clubs' representatives and players.

2- The Chamber shall be comprised of the following members who shall assume their offices for a renewable four-year term:

2-1. The chairman and a deputy chairman may not be DRC members at the time of composition and they shall be nominated unanimously by club representatives and players and appointed by the Board of Directors;

2-2. Three representatives of players shall be appointed by the Board of Directors based on a nomination made by Football Players League.

2-3. Three representatives of clubs shall be appointed by the Board of Directors based on a nomination made by Pro Club Associations provided that no one club has more than one representative in the Chamber.

3- SAFF shall be the head office of the Chamber.

4- Arabic shall be the official language of the Chamber.

Article (7): Requirements of the Chamber's Chairman and Deputy Chairman

1- He shall be of Saudi nationality and hold an academic qualification of at least a bachelor's degree in Sharia or Law.

2- He shall have at least 10-year experience in legal consultancy, advocacy or legal works.

3- He shall be fully aware and have full knowledge of the laws and regulations of football in general and football professionalism in particular.

4- He may not be a Board member;

5- He may not be a board member of any club or engage in any permanent or temporary work on a full-time or part-time basis therefor.

6- He shall be known for his impartiality, competency, good reputation and conduct.

7- There shall be no legal impediment that may prevent him from performing his duties where he serves at the public or private sectors.

8- He may not combine the membership of the Chamber and that of any SAFF permanent or judicial committees, Pro League Associations or Saudi Sports Arbitration Center (SSAC).

Article (8): Requirements of the Representatives of Professional Clubs and Players in the Chamber

1- He shall be of Saudi nationality and hold an academic qualification or an equivalent thereof.

2- He shall have practiced or worked in the field of football for a minimum of five (5) years.

3- He shall submit evidence of resignation from service for any SAFF club or association upon having been nominated as a Chamber member.

4- He shall be known for his impartiality, competency, good reputation and conduct.

5- There shall be no legal impediment that may prevent him from performing his duties where he serves at the public or private sectors.

6- He may not be a Board member.

7- He may not be a board member of any club or engage in any permanent or temporary work on a full-time or part-time basis therefor.

8- He may not combine the membership of the Chamber and that of any SAFF permanent or judicial committees, Pro League Associations or Saudi Sports Arbitration Center (SSAC).

Article (9): Chamber Meetings

1- The Chamber meetings shall be held at its head office at SAFF or through electronic media, video conferences, by circulation or by any other means of communication where necessary at the call of its chairman or his deputy in his absence.

2- The Chamber meetings shall be validly held if attended by three members including the Chairman or Deputy Chairman subject to equal representation of the Representatives of Clubs and players.

3- The Chamber members shall keep the information of the proposed issues, deliberations, documents and papers confidential. They may not appear in mass media of any form and any statement in the name of the Chamber shall be restricted to its Chairman or any person authorized thereby.

Article (10): Impartiality of Chamber Members

1- The Chamber members may not exercise his duties where he:

1-1. Has a direct or indirect interest in the disputes subject of Claim;

1-2. Is a partner or relative up to the fourth degree of any party to the parties to the subject of claim;

1-3. Has already dealt with the dispute subject of claim in any manner whatsoever or voiced his opinion thereon; or

1-4. Has an actual or potential conflict of interests.

2- The Chamber members may notify the Chamber Chairman of any circumstances that could affect their impartiality, and the Chamber shall have the right to issue a decision for temporarily setting aside any member from participating in consideration of the dispute if it has become evident thereto that the participation of this member will affect impartiality, taking into account the equal proportions amongst the remaining members.

3- Any parties to the dispute or their legal representatives shall have the right to challenge the impartiality of any Chamber member by presenting a written statement accompanied with the necessary supporting documents, if any, provided that the written statement is submitted within five (5) days after notification of the challenge grounds and such challenge shall be made prior to close of pleadings. Failing which such right will be forfeited.

4- The Chamber may decide on the subject of the challenge and the member whose impartiality has been challenged shall have no right to vote on the decision to be made by the Chamber to this effect.

Article (11) Professional Players' Appeal before DRC against Penalties arising out of the Professional Contract

The appeal made by the player to the Chamber against penalty decisions shall be filed according to the Uniform Regulations on Offenses and Penalties for Professional Clubs within ten (10) days following having been notified of the result of his appeal or upon the lapse of the period established under Article (22) of the Uniform Regulations on Offenses and Penalties without any decision being made on his appeal. Upon the lapse of such term, the player's right to appeal before the Chamber shall be forfeited and the Club's decision shall be held final and incontestable before any authority.

Article (12): Discharge from Liability

DRC Chairman and his Deputy and Members as well as legal secretaries may not be held liable for any act or omission related to any procedures of these Regulations.

Chapter IV: Claim Considering Procedures

Article (13): Parties and their Main Rights

1- The Parties are the clubs, players, football agents and/or coaches.

2- The Parties' main rights to litigate before the Chamber shall be secured particularly the right to:

2-1. Receive equal treatment and have their statements heard;

2-2. Voice defense;

2-3. Review the submitted papers and evidence;

2-4. Submit and discuss evidence; and

2-5. Obtain a reasoned decision.

3- The Parties shall have the right to select their legal representative provided that said representative is an attorney licensed by the official authorities in KSA by virtue of a valid power of attorney complying with the local regulations in force or a foreign power of attorney authenticated by the competent authorities in KSA. The Clubs may, by virtue of a written authorization issued by the Club, appoint any representative thereof to act as a manager of professionalism.

Article (14): Formal Procedures before the Chamber

1- All formal procedures for bringing actions and litigation shall be written within the fixed time limits. The Chamber shall take its decision based on the documents made available thereto in the file of the claim.

2- All communications shall be served in a (pdf) format via the email approved by the Chamber with another (Word) copy being attached thereto. Such email or any future electronic means approved by the Chamber and circulated to the Parties shall be the only legal means for all communications and correspondence received from and served by the Chamber.

Article (15): Compliance with Time Limits

1- The Parties shall submit the communications and documents within the time limits determined herein or by the Chamber.

2- The time limits set by the Chamber may not be less than five (5) days or exceed twenty (20) days. In urgent cases; the time limits may be reduced.

3- The Chamber shall have all powers and authorities to determine the consequences of failure to comply with time limits.

Article (16): Calculation of Time Limits

1- Time limits shall start to run from the day following official receipt of the notice and include off-days and official holidays.

2- The time limit shall lapse with the official close of business of SAFF. Where the last day of the time limit coincides with an official holiday, the time limit shall extend to end of SAFF first business day following the public holiday.

Article (17): Extension of Time Limits

The Chamber may once and in exceptional cases extend time limits set forth herein by a reasoned request submitted prior to the lapse of the time limit for a maximum of ten (10) days.

Article (18): Statements of Claim and Documents

1- The statement of claim and relevant documents shall be submitted to the Chamber in Arabic. Where the statement is executed in another language, a certified Arabic translation thereof shall be attached thereto stating the following:

1-1. Full name, capacity, ID Card, address and email address of the plaintiff and its attorney. Where the statement of claim is submitted by an attorney a power of attorney authenticated by the competent authorities in KSA shall be submitted.

1-2. Name, capacity and email address of the defendant;

1-3. Accurate description of facts of the claim;

1-4. A statement of the claim, the legal basis of the request or claim made and evidence particulars;

1-5. Claim related documents such as contracts and prior correspondence concerning the claim;

1-6. Names, capacities, addresses and email addresses of the natural or juristic personalities involved in the claim;

1-7. Financial amount subject of claim; and

1-8. Evidence substantiating settlement of the Claim expenses amounting to five thousand SAR (5,000) to SAFF Account;

2- The statement of claim shall be dated and signed.

3- The statement of claim and attachments thereto shall be sent to the Chamber via the approved email (DRC@saff.com.sa) or any future electronic means approved by the Chamber and circulated to the Parties, and registered in a special record prepared for this purpose.

4- The Secretary of the Chamber shall under the control of the Chamber Chairman or his Deputy, return any statement of claim that is incomplete or submitted or signed by a representative not legally appointed or authorized. The plaintiff shall in person or by proxy be granted a specific time limit to conclude such requirements. In the event of the lapse of such time limit, the claim may not be officially recorded.

5- The statement of claim and attachments thereto shall be sent to the defendant to state his position or reply during the set time limits. Where no reply or statement is made, the decision shall be passed based on the documents made available to the Chamber.

6- Upon receipt of the defendant's reply, the Chamber may only re-exchange communications between the parties when and where it so deems appropriate unless the Chamber sees that it is necessary to conduct another round for circumstances falling at its discretion.

7- Every and each party to the claim may notify the Chamber directly via his email where it is changed. Failing which, any communication from the Chamber to his email prior to such change shall be held enforceable against him and he may not object to the same.

8- The defendant may submit an interlocutory application to the Chamber of a counter-claim provided that the interlocutory application is indivisible of the original claim according to the discretion of the Chamber. No third round of communications may be concluded except in exceptional circumstances. Such interlocutory application shall be accompanied with evidence substantiating settlement of its registration fees established for the claim ab initio.

Article (19): Pleading Hearing Procedures & Obligation to appear

- 1- Immediately upon conclusion of exchange of memorandums or correspondence between the parties, the Chamber Chairman may, at his own discretion, issue a decision to summon the parties for appearing before the Chamber at a hearing or an investigation.
- 2- All parties subject to SAFF Statutes and regulations shall respond to the Chamber's writ of summons.
- 3- The Chamber Chairman, his Deputy or any member authorized thereby shall conduct the hearing or investigation and take relevant minutes to be signed by those who conducted the hearing or investigation and the parties. Such minutes shall be added to the file of the claim.
- 4- The Parties shall have the right to select their legal representatives at the hearing or investigation according to Article (13-3). The Chamber may, at its own discretion, order whoever it may deem appropriate to appear in person.
- 5- If the plaintiff fails to reply to the defendant's answer within the time limit set by the Chamber without any acceptable excuse; it may remove the claim. Where sixty (60) days has elapsed and the plaintiff does not request resumption of claim following removal thereof or reply following resumption thereof within the new time limit granted thereto by the Chamber, the claim shall be held null and void.

Article (20): Evidence

- 1- The Chamber shall rely, for hearing and deciding on the claims submitted thereto, on the following evidence:
 - 1-1. The statements of the parties;
 - 1-2. Witness statements;
 - 1-3. Expert reports;
 - 1-4. Papers or documents; and
 - 1-5. Any evidence the Chamber may deem effective in the claim.
- 2- The Chamber shall evaluate the evidence and render its decision after reaching a reasoned legal conviction.
- 3- The burden of proof shall rest with the party claiming a right based on alleged facts.
- 4- The Chamber may, on its own accord or upon a request of one of the parties, reject evidence which is found irrelevant or would cause unjustified delay to the course of proceedings.

Article (21): Parties Obligation to Cooperate

- 1- The Parties shall cooperate with the Chamber to ensure settlement of the claim.
- 2- The Chamber may decide on the documents made available thereto where the parties fail to cooperate.

Article (22): Hearing Witnesses

- 1- The Chamber may verify the identity of witnesses and remind them of the consequences of any misrepresentations.
- 2- The Chamber Chairman or the person authorized thereby shall hear witnesses and the parties may question them subject to acceptance of the application to discuss them with the questions having been determined.
- 3- Upon hearing the witness; he shall be given access to the statement made thereby before he signs the same and it shall be added to the file of the claim.

Article (23): Expert Reports

- 1- The Chamber may, where necessary, seek the assistance of one or more experts acceptable to the parties or the expert will otherwise be appointed by the Chamber.
- 2- The Chamber shall assess the expert's remunerations and expenses and the party that shall pay the same.
- 3- The Chamber shall set the date for the expert to lodge his report and may further hear his testimony.
- 4- The parties may object to the expert's report by virtue of a reasoned memorandum. The Chamber may take the appropriate decision concerning the objection.
- 5- The Chamber may, on its own accord or upon a request of one of the parties, request more comprehensive information from the expert or seek the assistance of another expert in case of ambiguity and contradiction.
- 6- The provisions of Article (10) concerning objections shall apply to experts.

Article (24): Submission of Evidence

- 1- The Chamber may order any party or third parties bound by SAFF Statutes or regulations to produce the evidence in their possession and related to or connected with the claim.
- 2- The parties may have access to evidence except for confidential evidence.
- 3- The confidential evidence may not be considered against any party unless said party is notified of the key contents thereof.
- 4- Confidentiality of evidence shall be at the discretion of the Chamber.

Article (25): Close of Pleadings

- 1- The Chamber shall issue a decision to close pleadings and reserve the claim for a judgment after having reviewed all evidence submitted thereto. It shall further enable the parties to submit their arguments.
- 2- After close of pleadings, no party may produce any evidence or arguments, unless it has been established to the Chamber that they have been discovered after closure of pleadings.
- 3- The Chamber may, in all cases, even after close of pleadings, request the parties submit any additional documents and it may re-open pleadings when it so deems appropriate.

Chapter V: Decision-taking on the Claim

Article (26): Deliberations of Chamber Members

- 1- A judicial hearing shall be held for the members involved in the claim. The Chamber's decisions shall be passed by ordinary majority. All members participating in the decision-taking shall vote whether the hearing is held in person or by circulation. Where there is a tie; the chairman shall have a casting vote. Where the Chairman is absent; the Deputy Chairman shall have a casting vote.
- 2- Where the Chairman or the Deputy Chairman is absent, either of them may unilaterally pass the decision.

Article (27): Decision Form and Content

- 1- Without prejudice to the application of Article (28) of this Code, the decision shall contain the following:
 - 1-1. Decision date and number;
 - 1-2. Composition and names of the Chamber members participating in the decision-taking;
 - 1-3. Names of the parties, their attorneys, and respective capacity thereof;
 - 1-4. A summary of facts and submitted documents;
 - 1-5. Claims and/or requests made by the parties;
 - 1-6. Grounds of the decision;
 - 1-7. The wording of the decision;
 - 1-8. A reference to the method of appeal;
 - 1-9. Determination of the time limit for decision enforcement.
- 2- The decision shall be signed by the Chamber Chairman or the person delegated thereby.
- 3- The time limit for decision enforcement shall start to run after it acquires its final form upon the lapse of the appeal period set in twenty-one (21) days or after the issuance of SSAC decision where the decision is appealed.

Article (28): Decisions without grounds

- 1- The Chamber may issue its decisions without stating any grounds thereof and the decision wording shall then suffice. Where the parties are communicated of the same, they shall have ten (10) days to file a request to the Committee to be provided with the grounds of the decision. Failing which; the decision shall be final, binding and incontestable.
- 2- Where a party requests in writing the grounds of the decision within the term set forth in Clause (1) hereof, the Committee shall communicate such grounds to all parties in writing.
- 3- Either Party may lodge an appeal against the decision upon receipt of the grounds and the appeal time limit shall start to run as of the day following receipt of the grounds of the decision.
- 4- As regards decisions of sporting sanctions; they shall be sent with the grounds thereof.

Article (29): Notification of Decision

1- The Chamber may notify its decisions electronically by virtue of a letter signed by the Chamber Chairman or the person delegated thereby to every related party or their legal representatives.

2- The parties and their attorneys shall be deemed to have been notified of the decision once it is electronically delivered to the parties. The notification to the attorney shall be held as a notification to the relevant party.

3- The Chamber shall send a copy of the decision to SAFF Professionalism and Status and Transfer of Players Committee and Discipline and Ethics Committee and the parties to the Claim.

Article (30): Publication of Decisions

1- The Chamber may publish decisions issued thereby without the consent of the parties to the dispute provided that the published decision contains the claim number, parties thereto and wording thereof only. The Chamber may publish its decision in full when it so deems necessary.

2- Where the decision contains confidential information, the Chamber may decide, at its own initiative or at a written request submitted electronically by a litigating party within five (5) business days following notification of the of the decision, to publish an anonymous version of the decision.

Article (31): Expenses of Litigation before the Chamber

1- The expenses of contractual disputes including training compensation and joint contribution arising between clubs, players, football agents and/or coaches shall be five percent (5%) of the total awarded sum.

2- Where the claim heard before the Chamber is dismissed for any reason whatsoever, dismissal may not entail any fees except for the claim registration fees as set forth in Clause (1-8) of Article (18) of these Regulations.

3- The Chamber shall have the discretionary power to determine the party bound to pay the litigation expenses and may divide expenses between them.

4- All fees shall be deposited into SAFF account.

Article (32): Material Errors

The Chamber may at a request made by a litigating party or at its own initiative correct any typo or mathematical errors in its decision. This correction shall be made on the original version of the decision and signed by the Chairman of the Chamber or any person delegated thereby.

Article (33): Costs and Expenses

Each party shall pay the respective costs and expenses such as the costs related to witness appearance, translators, attorneys, legal advisors and experts. The Chamber shall determine the party bound to pay the same.

Article (34): Appeal

The Parties may appeal the Chamber decisions before Saudi Sports Arbitration Center (SSAC) according to the law and Regulations.

Article (35): Execution of the Chamber Decisions

SAFF Discipline and Ethics Committee shall according to its regulations put the final decisions of the Chamber into force.

Chapter VI: Closing Provisions

Article (36): Conflict with the Provisions of these Regulations

A provision of any regulations conflicting with the provisions hereof shall be repealed.

Article (37): Interpretation

The Chamber is entitled to interpret the provisions hereof.

Article (38): Approval & Validity of these Regulations

1- These Regulations shall repeal the Dispute Resolution Chamber Regulations approved by SAFF Board of Directors at its Meeting No.(M12/39) held on 25.03.1439 A.H corresponding to 13 December 2017 A.D.

2- These Regulations were amended and approved by the Board of Directors at its Meeting No. (22/45) held on 23.05.1445 A.H corresponding to 7 December 2023 A.D. These Regulations shall enter into force as of the date of publication thereof on SAFF website.

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SAFF

الاتحاد السعودي لكرة القدم
SAUDI ARABIAN FOOTBALL FEDERATION