

DATED \_\_\_\_\_



**FOOTBALL ASSOCIATION OF WALES**

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**EMPLOYMENT CONTRACT FOR A MALE PLAYER**

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<b>FAW Copy</b>	
<b>Club Copy</b>	
<b>Player Copy</b>	

**AN AGREEMENT** made the on (DD/MM/YYYY).....

BETWEEN:

**The Player:**

Player's Name	
Player's Forename(s)	
Player's Postal Address	

*The Player's birth certificate must be provided to the League in the case of their first registration.*

AND

**The Club:**

Club's Name	
Club's Address	
Club's Registered Company Number (if applicable)	

**FOOTBALL AGENT**

Football Agent's Name	
Football Agent's Address	
Football Agent's Registration Number	

Club Football Agent's Name	
Club Football Agent's Address	
Club Football Agent's Registration Number	

## HEADLINE TERMS

Date of Commencement Employment <b>(the Start Date)</b>	
Date of Commencement of Period of Continuous Employment (if applicable)	
Date of Expiry of Fixed Term Employment <b>(the Expiry Date<sup>1</sup>)</b>	
Hours of Work per week <sup>1</sup>	
Normal Hours of Work (Time / Days)	
Basic Wage per week <sup>2</sup> <b>(inclusive of all Training Hours and Match Hours)</b>	
Payment Interval <b>(select as appropriate)</b>	Weekly / fortnightly / monthly  (in arrears)
Payment Date or Day <sup>3</sup>	
Other Financial Provisions (including bonus)	

<sup>1</sup> At all times the Club is obliged to pay the Player for a minimum of 5 hours of work per week pursuant to the FAW COMET Regulations.

<sup>2</sup> Subject to clause 7.2.4, the Player will only be paid for the hours that the Player works. However, the Player may be eligible for other payments if the reason for their absence is sickness or other paid leave pursuant to clauses 6.8 and 8 of this contract.

<sup>3</sup> Payment to be made directly into the Player's bank or building society account

Benefits	
Pension	

**This agreement is your contract of employment and contains a statement of the applicable terms of your employment as required by section 1 of the Employment Rights Act 1996.**

## **DEFINITIONS**

All and any words or phrases referred to within this contract of employment shall be interpreted in accordance with the Football Association of Wales Limited's Rules (as amended from time to time) unless otherwise stated.

Notwithstanding the above, the words and phrases below shall have the following meaning:

<b>Association Football</b>	the game controlled by FIFA and organised in accordance with the Laws of the Game.
<b>Business Day</b>	any day of the week except a Saturday or Sunday or public bank holiday in Wales.
<b>Club</b>	The club set out on page 1
<b>Club Rules</b>	any rules, regulations, code of conduct, policies or procedures of the Club affecting the Player in force from time to time
<b>Club Manager</b>	the appointed manager of the Club.
<b>Club Secretary</b>	the appointed secretary of the Club.
<b>FAW</b>	The Football Association of Wales Limited (company number 00213349) whose registered office is at The Pavillion, Hensol, CF72 8JY.
<b>FAW Rules</b>	the rules of the FAW that are, from time to time, in force.
<b>FAW Regulations</b>	the regulations of the FAW that are, from time to time, in force.
<b>FIFA</b>	Fédération Internationale de Football Association.
<b>FIFA Rules</b>	the statutes of FIFA as amended from time to time and all rules, regulations, orders and other directives issued by FIFA from time to time.

<b>Football Agent</b>	any person or entity so defined in FAW's Agent Regulations.
<b>Laws of the Game</b>	the laws and other rules for playing Association Football in force from time to time as prescribed by the International Football Association Board.
<b>Match Hours</b>	the hours during which the Player is required to be available for football matches.
<b>National League</b>	any league defined pursuant to the FAW Rules.
<b>Player</b>	The player set out on page 2
<b>RSTP</b>	FIFA Regulations on the Status and Transfer of Players.
<b>Training Hours</b>	the hours during which the Player is required to be available for training.
<b>UEFA</b>	Union des Association Européennes de Football.
<b>UEFA Rules</b>	the statutes of UEFA as amended from time to time and all rules, regulations, orders and other directives issued by UEFA from time to time.

The headings in this agreement are inserted for convenience only and shall not affect its construction.

A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

The Headline Terms set out at the start of this agreement and any schedules attached to this agreement form part of (and are incorporated into) this agreement.

## 1. APPOINTMENT AND DURATION

- 1.1 The Player's employer is the Club.
- 1.2 The Player is engaged by the Club under the terms and conditions outlined in this contract as a Professional Player as defined in the FAW Rules.
- 1.3 The Player's appointment shall start on the start date set out in the Headline Terms at the start of this contract (**the Start Date**) and shall continue, subject to the remaining terms of this agreement, until it terminates on the expiry date set out in the Headline Terms at the start of this contract (**the Expiry Date**) without the need for notice unless terminated by either party giving notice in accordance with clause 12.
- 1.4 No probationary period applies to the Player's employment.

## 2. DUTIES AND OBLIGATIONS

- 2.1 As stated at clause 1.2, the Player is engaged by the Club a Professional Player as defined in the FAW Rules. The Player reports to the Club Manager, or to an alternative person as nominated by the Club Manager from time to time.
- 2.2 The Player agrees:
  - 2.2.1 to play to the best of the Player's ability in all football matches in which the Player is selected to play for the Club and to attend at any reasonable place for the purposes of training or match preparation in accordance with the instructions given by any duly authorised official of the Club;
  - 2.2.2 to attend all matches in which the Club is engaged when directed by any duly authorised official of the Club;
  - 2.2.3 except to the extent prevented by injury or illness to maintain a high standard of physical fitness at all times and not to indulge in any activity, sport or practice which might endanger such fitness or inhibit the Player's mental or physical ability to play, practice or train;
  - 2.2.4 to undertake other such duties and to participate in other such activities as are consistent with the performance of the Player's duties and as are reasonably required by the Club of the Player;
  - 2.2.5 to observe the rules of the Club (a copy of which is appended to this contract) at all times;
  - 2.2.6 to observe and be subject to the FAW Rules and any rules of the National League at all times;

- 2.2.7 to play football solely for the Club or as authorised by the Club or as required by the FAW Rules and the rules of the National League;
  - 2.2.8 to adhere to the Laws of the Game when playing association football, including (but not limited to) FAW's Rules, FIFA Rules and UEFA Rules;
  - 2.2.9 to submit promptly to such medical and dental examinations the Club may reasonably require and to undergo to no expense to The Player such treatment as may be prescribed by the medical or dental advisor of the Club or the Club's insurers;
  - 2.2.10 to give all necessary authorities to the Club to allow the release of the Player's medical records as the Club may reasonably require and to continue to make the same available as reasonably requested by the Club from time to time for the duration of this Contract;
  - 2.2.11 on termination of this contract for any cause to return to the Club in a reasonable and proper condition any property which has been provided or made available by the Club to the Player in connection with the Player's employment; and
  - 2.2.12 that the Player is legally entitled to work in the UK without any additional immigration approvals and the Player will notify the Club immediately if the Player ceases to be so entitled at any time during the Player's appointment with the Club.
- 2.3 The Player agrees that they shall not:
- 2.3.1 induce or attempt to induce any other Player employed by or registered by the Club, or by any other Club, to leave their employment or cease to be so registered for any reason whatsoever;
  - 2.3.2 receive from or make any payment to any person or organisation whatsoever as an inducement to win, lose or draw except for such payments to be made by the Club to the Player as are specifically provided for in clause 4 of this contract;
  - 2.3.3 without the written consent of the Club to participate professionally in other sport or athletic activity;<sup>2</sup>.
  - 2.3.4 undertake or be involved in any activity or practice which will knowingly cause to be void or voidable or which will invoke any exclusion of the Player's cover pursuant to any policy of insurance maintained for the benefit of the Club on the Player's life or covering the Player's physical wellbeing (including injury and incapacity and treatment thereof); and

2.3.5 to commit any act or make any statement either verbally or in writing including any comments or statements made via social media or be responsible for conduct, continuing misconduct or any other matter which is likely to bring the Club or the game of Association Football into disrepute or cause the Player or the Club to be in breach of FAW Rules or cause damage to the Club or its officers or employees or any match official.

2.4 The Player may be required to undertake other duties from time to time as we may reasonably require.

2.5 The Player is required at all times to comply with the Club Rules, FAW Rules, FIFA Regulations and UEFA Rules.

2.6 The Player shall observe the Laws of the Game.

2.7 The Player is required to make such reports and provide such information in connection with our affairs or the Player's duties as we may reasonably request

### **3. PLACE OF WORK AND HOURS OF WORK**

3.1 The Player's normal place of work will be the Club or such other place as we may reasonably determine and any location where the Player is expected to play in a match.

3.2 The Player's normal working hours are as outlined at the Headline Terms at the start of this contract above.

3.3 The Player is required to attend and participate fully in the hours of training set out each week by the Club. Training sessions will normally take place at the Club. From time to time, the Player may be asked to attend an alternative location for training within a reasonable distance of the Club.

3.4 If the Player is selected to play in a match, the Player will be expected to play in that match. The Player will be notified of the location of the match and what the travel arrangements are.

3.5 The hours of work outlined in the Headline Terms at the start of this contract are variable in accordance with the match schedules published each year and training needs identified by the Club from time to time.

3.6 The Player may be required to work additional hours without extra remuneration as may be necessary for the proper performance of the Player's duties or to meet the needs of the Club, and these hours are also variable.

3.7 The Player will not be required to work outside the UK for any continuous period of more than one month during the term of the Player's employment.

#### **4. REMUNERATION, EXPENSES AND BENEFITS**

- 4.1 Throughout the existence of this contract the Club shall pay to the Player remuneration and may provide the benefits (if any, and subject to the rules applicable to the relevant benefit scheme) as are set out in the Headline Terms at the start of this contract appended to this contract.
- 4.2 the Headline Terms at the start of this contract appended to this contract includes all remuneration and benefits (if any) to which the Player is or may be entitled in respect of Training Hours and Match Hours. In the event of any dispute, the remuneration set out in the Headline Terms at the start of this contract shall be conclusively deemed to be the full entitlement of the Player.
- 4.3 The Club may replace or withdraw such benefits, or amend the terms of such benefits, at any time on reasonable notice to the Player.
- 4.4 The Club shall pay the Player not less than the applicable rate of the National Minimum Wage or National Living Wage (as in force from time to time), in accordance with prevailing statutory requirements and the FAW Rules.
- 4.5 The Club shall make all necessary deductions from the Player's pay as required by law. The Club shall also be entitled to deduct from the Player's pay any money which the Player may owe to the Club at any time, including any fine imposed as a disciplinary sanction in accordance with clause 9, or to deduct an amount equivalent to the Player's full gross weekly pay during a period of suspension imposed as a disciplinary sanction.

#### **5. TRAINING**

- 5.1 The Player has been selected to play for the Club as a result of the Player's skills as a footballer. The Player is not required to undergo any specific additional training or qualifications to fulfil the requirements of their role.

#### **6. HOLIDAYS**

- 6.1 The Club's holiday year runs from 01 June to 31 May.
- 6.2 The Player is entitled to paid holiday which shall accrue at the rate of 12.07% of hours worked, which is the equivalent of 20 days paid holiday plus the usual 8 bank holidays.
- 6.3 Given the requirement to play and train every week during the Playing Season, the Player will not be permitted to take paid holiday during the term of this contract.
- 6.4 At the end of each assignment the Club will pay the Player in lieu of any hours of holiday accrued but not taken for the holiday year in which the assignment ends. This will be based

on the Player's average hourly remuneration for all hours worked in the last 52 paid weeks before termination (or the period since the Player started work, if less than 52 weeks)

- 6.5 If for any reason this contract terminates before the Expiry Date, the Player will be paid in lieu of their accrued holiday entitlement as at the date of termination.
- 6.6 If the Player has taken more holiday than their accrued entitlement at the Expiry Date or the date that the Player's assignment ends (if earlier), the Club shall be entitled to deduct from any payment due to the Player the excess holiday pay.
- 6.7 Notwithstanding the fact that the Player is not permitted to take paid holiday, should the Player need to be absent from training or matches for personal reasons, they must obtain prior approval in advance from the Club Manager. Absence for personal reasons (other than sickness or other types of paid leave, set out in clause 8) will be unpaid in accordance with the Headline Terms at the start of this contract.
- 6.8 Holiday can only be taken in the holiday year in which it accrues otherwise it will be lost.

## **7. INCAPACITY**

- 7.1 Any incapacity, injury or sickness shall be reported by the Player to the Club immediately regardless of whether the Player believes their sickness or injury will affect the Player's ability to train and/ or play for the Club.
- 7.2 If this employment is or becomes the Player's primary employment he must comply with the following:
  - 7.2.1 the Player must notify the Club of his expected date of return and if the Player is unable to attend the Club for the Training Hours or the Match Hours due to sickness or injury for any period extending for three days or more the Player must complete a self-certification form for the payments of his salary during illness;
  - 7.2.2 if the Player's incapacity continues for more than 7 days (including weekends) the Player must obtain a medical certificate from a registered practitioner or hospital and send it to the Club without delay. If requested by the Club the Player must send a medical certificate for each week of absence thereafter;
  - 7.2.3 the Player shall submit promptly to such medical and/or dental examinations as the Club may reasonably require;
  - 7.2.4 in the event that the Player shall become incapacitated by reason of injury or sickness sustained while playing or training for the Club the Club shall (unless such injury is caused by or results from a breach by the Player of his obligations under this Agreement or unless special provisions are set out in the Headline

Terms at the start of this contract to this contract) during the period of incapacity pay to the Player his basic wage for Training Hours or Match Hours as specified in the Headline Terms at the start of this contract for the duration of this Agreement, which for the avoidance, shall be inclusive of any entitlement to Statutory Sick Pay (SSP);

7.2.5 In the event that the Player shall become so injured, other than whilst playing or training for the Club, then unless this employment is or becomes the Player's primary employment it shall be at the discretion of the Club as to whether or not to pay the Player's his basic wage until such time as he is fit to return to his full duties at the Club's absolute discretion;

7.2.6 If it is the case that the Club decides not to pay the Player his basic wage, if the Player satisfies the qualifying conditions laid down by law, he will be entitled to receive SSP at the prevailing rate in respect of any period of sickness or injury. The Club will inform the Player if they are entitled to SSP at the relevant time; and

7.2.7 in the event that the Player shall suffer permanent incapacity in any circumstances the Club shall be entitled to serve notice upon the Player terminating this contract. The Player's minimum entitlement to notice will be one month such notice may be served at any time after the date on which the Player is declared permanently incapacitated within the terms of any existing insurance scheme operated on behalf of the Club or in any other case the date on which the permanent incapacity is established by independent medical examination.

## **8. OTHER PAID LEAVE**

8.1 The Player may be eligible to take the following types of paid leave, subject to any statutory eligibility requirements or conditions and the Club's rules applicable to each type of leave in force from time to time:

8.1.1 paternity leave

8.1.2 statutory adoption leave;

8.1.3 shared parental leave;

8.1.4 parental bereavement leave; and

8.1.5 statutory neonatal care leave.

8.2 The Player shall be entitled to paid leave during the term of the contract in accordance with the RSTP, as amended from time to time, or the law applicable in England and Wales, whichever is more favourable to the Player.

8.1 We may replace, amend or withdraw our policy on any of the above types of leave at any time but at all times the Club shall comply with the requirements of the RSTP.

8.2 Further details, including any entitlement to pay for the above types of leave, shall be made available by the Club.

## **9. PENSION**

9.1 Without prejudice to any agreement to which the parties may come and which is more favourable to the Player, the Club shall facilitate such pension arrangements as is required by law.

## **10. DISCIPLINARY PROCEDURES AND SANCTIONS**

10.1 The Player shall at all times comply with the Laws of the Game, Club Rules, FAW Rules, FIFA Rules and UEFA Rules, and shall conduct themselves, both during and outside the course of employment, in a manner befitting the standards expected of a professional footballer.

10.2 Where the Club has reason to believe that the Player may have committed a breach of any term of this contract or any of rules referred to in clause 10.1 above, the Club shall investigate in accordance with its disciplinary rules and procedure, which shall be consistent with the FAW Rules. These rules and procedures do not form part of the Player's employment contract.

10.3 The Club may suspend the Player on full pay from any or all of their duties for no longer than is necessary to investigate any disciplinary matter involving them or so long as is otherwise reasonable while any disciplinary procedure against them is outstanding.

10.4 Following the disciplinary hearing, the Club may impose one or more of the following sanctions, in accordance with the FAW Rules (as amended from time to time):

10.4.1 An oral or written warning;

10.4.2 A fine (not exceeding the maximum permitted under FAW Rules);

10.4.3 A suspension from training and/or matches for a period not exceeding 14 days;

10.4.4 Dismissal without notice in cases of gross misconduct (as defined in the FAW Rules) or if the Player is convicted of any criminal offence (other than an offence under any road traffic legislation in the UK or elsewhere for which a fine or non-custodial penalty is imposed) or any offence under any regulation or legislation relating to insider dealing;

- 10.4.5 Any other sanction permitted under FAW Rules
- 10.5 Any disciplinary sanction imposed on the Player shall be notified in writing to the Player and to the FAW by the Club within two business days.
- 10.6 The Player has the right to appeal any disciplinary sanction in accordance with the FAW Rules. Appeals must be submitted in writing to the FAW within 7 business days of receipt of the decision.

## **11. GRIEVANCE PROCEDURE**

- 11.1 The Player's attention is drawn to the Club's grievance procedure. These rules and procedures do not form part of this contract.
- 11.2 In the event of any grievance in connection with the Player's employment under this contract, the following procedures shall be available to the Player as follows:
- 11.2.1 the grievance shall be brought informally to the notice of the Club Manager or another duly authorised official of the Club in the first instance;
- 11.2.2 in the event that the grievance is not capable of being settled informally as per clause 11.2.1 above, formal notice of the grievance must be given in writing to the official of the Club duly authorised to deal with grievances so that it may be considered by the board of directors of the Club if it is a limited company or by any duly authorised committee or sub-committee if the Club is not a limited company; and
- 11.2.3 if the grievance is not concluded to the Player's satisfaction, the Player shall have the right of appeal to the FAW by sending notice of the appeal in accordance with the FAW Rules within 7 business days of the Club notifying the Player of the outcome of their grievance.

## **12. TERMINATION**

- 12.1 This contract may be terminated at any time without the need for notice by mutual consent of both the Club and the Player.
- 12.2 In accordance with clause 1.3, this contract shall cease and terminate on the date specified in the Headline Terms at the start of this contract appended to this contract unless either this contract has previously been determined in accordance with the provisions of clause 7.2.7 (permanent incapacity) or 10.4.4 (gross misconduct) above.
- 12.3 The Club shall be entitled to terminate the Player's employment without notice for the reasons set out in clause 10.4.4.

- 12.4 Provided that the Player has firstly notified the Club of the alleged default in writing and given the Club at least fifteen days to comply, the Player shall be entitled to terminate this contract by providing seven days' notice in writing to the Club, if the Club:
- 12.4.1 is guilty of serious or persistent breach of the terms and conditions of this contract; or
- 12.4.2 has failed to pay the Player at least two monthly salaries on their due dates or other undisputed payments or bonuses due to the Player.
- 12.5 Either party, notwithstanding any remedies that it may have before any Civil Court, may dispute the termination of the contract by the other by referring the dispute to the FAW within 7 Business Days of the date of termination or receipt of the notice from a Player, whichever is later, who shall adjudicate in accordance with the FAW Rules.
- 12.6 Any Club property in the Player's possession and any original copy documents obtained by the Player in the course of their employment shall be returned to the Club at any time on request and in any event prior to the Expiry Date.

### **13. MISCELLANEOUS**

- 13.1 The Player acknowledges that the Club and the FAW will collect and process information relating to the Player in accordance with the Club and FAW's privacy notice, a copy of which is available from the Club Secretary or the FAW website. The Player is required to comply with the Club's data protection rules in force from time to time.
- 13.2 Upon execution of this Contract the Club shall effect the registration of the Player with the FAW Registrations Department in accordance with the FAW Rules
- 13.3 The Player shall not reside at any place that the Club deems unsuitable for the performance of his duties under this Contract.
- 13.4 No collective agreement applies to the Player's employment with the Club.
- 13.5 No one other than the Player and the Club shall have any right to enforce the terms of this Agreement.
- 13.6 We reserve the right to make reasonable changes to these terms and conditions. The Player will be notified in writing of any change as soon as possible and in any event within one month of the change.
- 13.7 This contract and the documents referred herein constitute the entire agreement between the Club and the Player and supersede any and all preceding agreements between the Club and the Player and all previous agreements are hereby cancelled.

13.8 The Club and Player confirm and acknowledge that this Agreement reflects the special relationship and characteristics involved in the employment of football players and the participation by the parties in the game of football pursuant to the FAW's Rules and FIFA Rules. The Club and Player agree that any dispute between the Club and the Player shall be dealt with in accordance with the FAW Rules or FIFA Rules (as appropriate).

**SIGNED**

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**Player**

\_\_\_\_\_

**Player's Parent / Guardian**

if the Player is under 18 years old

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**For and on behalf of the Club**