

FAW Copy	
Club Copy	
Player Copy	



**FOOTBALL ASSOCIATION OF WALES**



**PLAYER CONTRACT**

Player's surname	
Player's forename(s)	
Present Postal Address	

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

**AN AGREEMENT** made the (*day*).....day of (*month and year*).....

Between .....Football Club/Company Limited/Plc whose registered office is at  
(address) .....

Registered Company No .....

(hereinafter referred to as "the Club") of the one part and the above-named Player (hereinafter referred to as "the Player") of the other part

**1 Definitions**

The words and phrases below shall have the following meaning:-

Agent – any person who represents or negotiates on behalf of or otherwise acts for the Club or the Player in the context of either the registration or transfer of the registration of the player or the employment and/or the terms of employment of the Player by the Club.

Area Association – any regional football association defined pursuant to FAW Rule 11.1.2.

Association Football – the game controlled by FIFA and organised in accordance with the Laws of the Game.

Business Day – any day of the week except a Saturday or Sunday or public bank holiday in Wales.

Directly Affiliated League – any league defined pursuant to FAW Rule 11.1.3.

FAW – Football Association of Wales.

- FAW Rules – the rules and regulations of the FAW that are, from time to time, in force.
- FIFA – Fédération Internationale de Football Association.
- Laws of the Game – the laws and other rules for playing Association Football as prescribed by the International Football Association Board.

## **2 Appointment and Duration**

- 2.1 The Club engages the Player on the terms and conditions of this contract as a Professional Player as defined in the FAW Rules.
- 2.2 This contract shall remain in force until the date specified in the Schedule appended to this contract or subject to any earlier determination pursuant to the terms of this contract.

## **3 Duties and Obligations of the Player**

- 3.1 The Player agrees:-
- 3.1.1 to play to the best of his ability in all football matches in which he 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;
  - 3.1.2 to attend all matches in which the Club is engaged when directed by any duly authorised official of a Club;
  - 3.1.3 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 his mental or physical ability to play, practice or train;
  - 3.1.4 to undertake other such duties and to participate in other such activities as are consistent with the performance of his duties and as are reasonably required by the Club of the Player;
  - 3.1.5 to observe the rules of the Club (a copy of which is appended to this contract) at all times;
  - 3.1.6 to observe and be subject to the FAW Rules and any rules of the Area Association and Directly Affiliated League at all times;
  - 3.1.7 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 Area Association and/or Directly Affiliated League;
  - 3.1.8 to adhere to the Laws of the Game when playing association football;
  - 3.1.9 to submit promptly to such medical and dental examinations of the Club may reasonably require and to undergo to no expense to himself such treatment as may be prescribed by the medical or dental advisor of the Club or the Club's insurers; and
  - 3.1.10 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 his employment.

3.2 The Player agrees that he shall not:-

- 3.2.1 induce or attempt to induce any other Player employed by or registered by the Club, or by any other Club, to leave the employment or cease to be so registered for any reason whatsoever;
- 3.2.2 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 the Schedule to this contract;
- 3.2.3 without the written consent of the Club to participate professionally in other sport or athletic activity;
- 3.2.4 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 life of the Player or covering his physical wellbeing (including injury and incapacity and treatment thereof); and
- 3.2.5 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.

#### **4 Remuneration and Expenses**

- 4.1 Throughout the existence of this contract the Club shall pay to the Player the remuneration and shall provide the benefits (if any) as are set out in the Schedule appended to this contract.
- 4.2 The Schedule appended to this contract includes all remuneration to which the Player is or may be entitled and in the event of any dispute the remuneration set out in the Schedule shall be conclusively deemed to be the full entitlement of the Player.

#### **5 Incapacity**

- 5.1 Any incapacity or sickness shall be reported by the Player to the Club immediately and if this employment is or becomes the Player's primary employment he must comply with the following:-
  - 5.1.1 the Player must notify the Club of his expected date of return and if the Player is unable to attend the Club for training or matches 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;
  - 5.1.2 if the Player's incapacity continues for more than seven 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;
  - 5.1.3 the Player shall submit promptly to such medical and/or dental examinations as the Club may reasonably require;

- 5.1.4 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 special provisions be set out in the Schedule to this contract, during the period of incapacity pay to the Player his basic wage as specified in the Schedule. 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 able to play fully with the rest of the Club's players; and
- 5.1.5 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.

## **6 Disciplinary Procedures and Sanctions**

- 6.1 The Club shall, in the case of a breach of the Club rules, FAW Rules, rules of the Area Association or Directly Affiliated League or in the case of any other misconduct by the Player, have the right to suspend the Player for a period not exceeding fourteen (14) days or impose a fine not exceeding two (2) weeks' wages. Any penalty imposed by the Club under this clause must commence no later than fourteen (14) days following written notification by the Club to the Player and the Club shall notify the FAW of any suspension or fine imposed under this clause within two (2) business Days.
- 6.2 The Player has the right to dispute a sanction imposed by the Club in accordance with clause 6.1 above by forwarding an appeal to the FAW within seven Business Days in accordance with Section E of the FAW Rules. The Player must, when lodging an appeal, pay the appropriate fee which will be levied from time to time.
- 6.3 A Club will be under a duty to give details of each individual breach in writing to the Player stating the nature of the breach or misconduct, the rule of the Club, Area Association, Directly Affiliated League or FAW Rule that has been breached, the penalty to be imposed as well as setting out the Player's right of appeal to the FAW.
- 6.4 The notice referred to in clause 6.3 must be sent to the Player by the Club in accordance with the provisions of FAW Rule 144 and at the same time the Club must forward a copy of the notice to the Registrations Department of the FAW.
- 6.5 The Club, in the case of serious misconduct by the Player, shall have the right to terminate the contract by providing notice to the Player in accordance with the provisions of FAW Rule 144. The Club on giving notice to the Player to terminate the Player's contract must state the nature of the serious misconduct, the rule of the Club, Area Association, Directly Affiliated League or FAW Rule that has been breached, the penalty to be imposed as well as setting out the Player's right of appeal to the FAW.
- 6.6 A copy of the notice sent to the Player in accordance with clause 6.5 must, at the same time, be forwarded to the Registrations Department of the FAW in accordance with the provisions of FAW Rule 144.
- 6.7 The Player, notwithstanding any remedies that he may have before any tribunal or civil court, may dispute the termination of his contract by lodging an appeal with the FAW within seven Business Days of the date of termination or receipt of the notice from the Club whichever is later.

6.8 The Player may be represented at any personal hearing of appeal under this contract.

## **7 Termination**

7.1 This contract may be terminated at any time by mutual consent of both the Club and the Player.

7.2 As per clause 2.2, this contract shall cease and terminate on the date specified in the Schedule appended to this contract unless either this contract has previously been determined in accordance with the provisions of clause 5.1.5 or 6.5 above.

7.3 The Player shall be entitled to terminate this contract *[by providing seven days' notice in writing to the Club, such notice to be sent in accordance with FAW Rule 144]* if the Club shall:-

7.3.1 be guilty of serious or persistent breach of the terms and conditions of this contract;  
or

7.3.2 fail to pay any remuneration or other payments or bonuses due to the Player for a period of twenty-eight days or more.

7.4 The Club, notwithstanding any remedies that it may have before any Civil Court, may dispute the termination of the contract by the Player by lodging an appeal with the FAW within 7 Business Days of the date of termination or receipt of the notice from a Player whichever is later.

## **8 Grievance**

8.1 In the event of any grievance in connection with his employment under this contract the following procedures shall be available to the Player as follows: -

8.1.1 the grievance shall be brought informally to the notice of the Manager or duly authorised official of the Club in the first instance;

8.1.2 in the grievance is not capable of being settled informally as per clause 9.1.1 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

8.1.3 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 FAW Rule 144 within seven Business Days of the Club notifying the Player of the outcome of their grievance.

## **9 Miscellaneous**

9.1 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.

9.2 The Player shall not reside at any place that the Club deems unsuitable for the performance of his duties under this Contract.

9.3 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.

9.4 This contract shall be governed by and constituted in accordance with the law of England and Wales and the parties submit exclusive jurisdiction to the English and Welsh Courts.

## SCHEDULE

(a)

The Player's employment contract with the Club began on \_\_\_\_\_

The Player's employment with the Club will expire on \_\_\_\_\_

(b) Basic Wage

£ \_\_\_\_\_ per week from \_\_\_\_\_ 20 \_\_\_\_\_ to \_\_\_\_\_ 20 \_\_\_\_\_

£ \_\_\_\_\_ per week from \_\_\_\_\_ 20 \_\_\_\_\_ to \_\_\_\_\_ 20 \_\_\_\_\_

£ \_\_\_\_\_ per week from \_\_\_\_\_ 20 \_\_\_\_\_ to \_\_\_\_\_ 20 \_\_\_\_\_

£ \_\_\_\_\_ per week from \_\_\_\_\_ 20 \_\_\_\_\_ to \_\_\_\_\_ 20 \_\_\_\_\_

£ \_\_\_\_\_ per week from \_\_\_\_\_ 20 \_\_\_\_\_ to \_\_\_\_\_ 20 \_\_\_\_\_

(c) Other Financial Provisions

As witness the hands of the parties hereto the day and year first above mentioned.

Signed by the said \_\_\_\_\_

\_\_\_\_\_  
(Player)

And \_\_\_\_\_

\_\_\_\_\_  
(Secretary / Chairman)

In the presence of \_\_\_\_\_

(Signature) \_\_\_\_\_

(Address) \_\_\_\_\_

Did player use the services of a Player's Agent

YES/NO

If YES, name of Agent \_\_\_\_\_

Signature of Agent \_\_\_\_\_

Signed by the Player's Parent or guardian (if player is under the age of eighteen (18))

\_\_\_\_\_

In the presence of \_\_\_\_\_

Witness Signature \_\_\_\_\_