

# FOOTBALL PLAYERS' NON-LEAGUE CONTRACT



This document is a contract of employment between the Player and the Club (the “**Agreement**”). The Agreement is made up of the key terms in Part 1 and the terms and conditions in Part 2 and contains a statement of the applicable terms as required by Part 1 of the Employment Rights Act 1996. The Player and the Club are defined as those that are described on page 1 below.

## PART 1 - KEY TERMS

All fields are mandatory unless marked with a double asterisk \*\*

1. PLAYER INFORMATION	
Player's full name	
Player's home address	
Player's place of birth (Town, City, Country)	
Player's date of birth	
Player's e-mail address	
Player's last club (and the national association of the club)	
** Player's last club outside of England (if any, and if different from last club)	
Player's national insurance number	
2. CLUB INFORMATION	
Club's name	
County association (to which the Club is affiliated)	
Club's registered name (if registered at Companies House)	
Club's registration number (if registered at Companies House)	
Club's registered address (if registered at Companies House)	
Club's home ground (name and address)	
** Club's <u>regular</u> training ground (if different from home ground)	
Name and job title of Club representative	
Club representative's e-mail address	
3. DURATION OF CONTRACT	
Contract Start Date	
Contract End Date	
4. REMUNERATION AND BENEFITS	
Player salary	£                      gross per                      (delete as appropriate)
Payment date	[    ] day of each month with the first payment on [                      ] OR [    ] of each week with the first payment on [                      ]

<b>Sick Pay</b>	Playing Injury: The Player's full basic wage*  <i>*subject to any special provisions set out below</i>	Any other injury / illness: SSP (if eligible)
<b>** Special Provisions relating to Sick Pay for a Playing Injury (which must be no less than Club Sick Pay)</b>		
<b>** Any further remuneration or benefit (including any Club bonus schedule or any individual bonus to be paid)</b>		
<b>5. WORKING HOURS AND LOCATION</b>		
<b>Match Days:</b>	Monday: Tuesday: Wednesday: Thursday:	Friday: Saturday: Sunday:
<b>Non-Match Days:</b>	Monday: Tuesday: Wednesday: Thursday:	Friday: Saturday: Sunday:
<b>Place of work</b>	The Club's home ground, the Club's training ground (if any) and any other reasonable place necessary for the performance of the Player's duties.	
<b>6. INTERMEDIARY INFORMATION</b>		
<b>Did the Club or the Player use the services of a Registered Intermediary (as defined in the FA Rules)?</b>		
<b>** If Yes, provide details where applicable</b>	Name (and registration number) of the Player's Intermediary  Signature of Intermediary	
	Name (and registration number) of the Club's Intermediary  Signature of Intermediary	

**\*\* 7. SUPPLEMENTAL PROVISIONS**

The following provisions which are supplemental to those set out above in this Part 1 and in Part 2 have been agreed between the Club and the Player. These provisions cannot override any terms set out above in this Part 1 or Part 2 and, in the event of a conflict between these provisions and any terms set out above in this Part 1 or Part 2, the terms above in Part 1 and Part 2 shall prevail. All supplemental terms must comply with the FA Rules and League Rules.

**\*\* Club option to extend**

- (a) Is an option to extend agreed? Yes      No
- (b) It is mutually agreed that an option to extend this Agreement for a period of \_\_\_\_\_year/years from the End Date (the "**Option Period**") shall be included in the Agreement.
- (c) This option may only be exercised by the Club in the season during which the End Date falls and within the seven-day period that follows either: (i) the first Saturday in May of that season; or (ii) the date of the Club's last competitive first team Match of that season, whichever is the later, by the Club giving notice in writing to the Player indicating that the Club is exercising the option.
- (d) The Player's salary during the Option Period shall be:  
  
£                      gross per month / week (delete as appropriate)

**\*\* Other supplemental provisions**

SIGNATURES

**SIGNED by the Player**

Date:

In the presence of:

Witness name:

Address:

Occupation:

**SIGNED by the Player's parent or guardian (if the player is under 18)**

Parent/Guardian name:

Date:

**SIGNED for and on behalf of the Club**

Date:

Name of Club signatory:

In the presence of:

Witness name:

Address:

Occupation:

## **PART 2 - TERMS AND CONDITIONS**

### **Duration**

1. Subject to clause 2, this Agreement shall commence on the Start Date and will continue, subject to the remaining terms of this Agreement, until the End Date at which point it shall terminate automatically without the need for further notice.
2. If an option to extend this Agreement is agreed and included in Section 7 of the Key Terms, this Agreement may be extended by the Club beyond the End Date in accordance with the terms of such option.
3. No employment with a previous employer shall count as part of the Player's continuous period of employment with the Club.
4. There is no probationary period applicable to the Player's employment.

### **Player Obligations**

5. The Player agrees 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 and time for the purpose of, or in connection with, playing or training as a football player in accordance with instructions given by any official of the Club.
6. The Player's regular hours of work are set out in Section 5 of the Key Terms. However, the Player agrees to attend any matches that may be arranged or re-arranged by the League and/or the organiser of any other competition in which the Club competes (and any training sessions associated with such arranged or re-arranged matches), even if such arranged or re-arranged matches (or associated training sessions) fall on a day that is not the Player's regular day of work. Unless otherwise agreed, and subject to national minimum wage legislation, the Player shall not receive any additional payment for hours worked in excess of the Player's regular working hours.
7. The Player shall not, without the written consent of the Club, participate professionally in any sporting or athletic activity unless it is for, or at the direction of, the Club. The Player shall do everything necessary to get and keep himself in the best possible condition so as to render the most efficient service to the Club. The Player further agrees not to indulge in any sport, activity or practice of any kind that might endanger his health or fitness.
8. Except where authorised in writing by any official of the Club or as permitted under the FA Rules and the League Rules, the Player shall play association football solely for the Club.
9. The Player shall at all times observe and be subject to:
  - a. the Laws of the Game in all matches in which he participates;
  - b. the FA Rules and the League Rules; and
  - c. the Club Rules, but only to the extent that they do not conflict with the FA Rules or the League Rules or seek to vary the terms of this Agreement.
10. If there is a conflict between this Agreement, the Club Rules, the League Rules or FA Rules, it shall be resolved in the following order: first, the FA Rules, second, the League Rules, third, this Agreement, and lastly, the Club Rules.
11. The Player acknowledges that he shall be under the disciplinary control of the Club and of The FA and that the FA Rules are available on The FA website and the Player should access them to fully understand his obligations under this Agreement.
12. The Player shall not infringe any provision in any insurance policy taken out for the Player's benefit or for the benefit of the Club (each of which has been notified to him) and shall not take part in any pastime or activity which may render such insurance void or voidable.
13. The Player shall not, without the written consent of the Club, engage in any business, employment or any other engagement outside of his duties which the Club reasonably deems unsuitable for the performance of his duties under this Agreement.
14. The Player warrants that he is entitled to work in the United Kingdom (the "UK") under the terms of this Agreement and will notify the Club immediately if he ceases to be so entitled at any time during his employment with the Club. The Player will, as and when requested, provide original documents to the Club evidencing his ability to work in the position as stated in this Agreement in the UK.
15. The Player warrants that he is not subject to any provision in any other contract (employment or otherwise) that would prevent his employment by the Club under the terms of this Agreement. The Player further warrants that he is not subject to any suspension or other such restriction that would prevent him from carrying out his duties in accordance with the terms of this Agreement.

### **Club Obligations**

16. The Club shall pay to the Player the salary as set out in the Key Terms, monthly in arrears unless otherwise specified in this Agreement. All amounts are stated gross, before PAYE and National Insurance deductions.
17. The payments set out in the Key Terms shall constitute all payment to which the Player is or may be entitled from the Club. In the event of any dispute, the payments set out in the Key Terms shall be conclusively deemed to be the full entitlement of the Player.
18. The Club may deduct from any remuneration payable to the Player any monies which can be clearly established to be properly due from the Player to the Club.
19. The Club shall facilitate such pension arrangements as is required by law. A copy of the Club's pension arrangement will be provided to the Player on request.

20. Other than as set out in this Agreement, there are no benefits applicable to the Player's employment.
21. The Club shall observe and be subject to the FA Rules and the League Rules.
22. The Club shall provide the Player with the Club Rules and with copies of the terms and conditions of any insurance policy applicable to the Player in respect of or in relation to the Player with which the Player is expected to comply as well as any subsequent amendments to any such policy.
23. Upon the execution of this Agreement, the Club shall effect the registration of the Player with The FA and the League in accordance with the League Rules and FA Rules. Such registration may be transferred by mutual consent of the Club and the Player during the term of this Agreement and termination of this Agreement shall come into effect on the registration by The FA of such transfer.
24. The Club shall honour all leave entitlements for the Player, subject to any statutory eligibility requirements or conditions, including for paternity, adoption, shared parental and/or parental bereavement leave. Further details, including any entitlement pay for such leave, are available from the Club.
25. Other than in the ordinary course of the Player's duties under this Agreement, the Club shall provide no additional training to the Player during the employment.

#### Illness and Injury

26. Any illness or injury shall be reported by the Player to the Club immediately and the Player shall use the Player's best endeavours to notify the Club of the Player's expected date of return.
27. If the Player is unable to perform his duties under this Agreement due to illness or injury for any period exceeding three days (including weekends), the Player must complete a self-certification form (which shall be provided to the Player by the Club). If the Player's illness or injury continues for more than seven days (including weekends), the Player must obtain a medical certificate from a qualified medical practitioner and send it to the Club without delay. If requested by the Club, the Player must send a medical certificate for each seven-day period of illness or injury thereafter.
28. The Player shall submit promptly to such medical and/or dental examinations as the Club may reasonably require, at the Club's expense, and shall submit to such treatment as may be prescribed and provided by the medical and/or dental advisers to the Club. The Club shall arrange promptly such prescribed treatment.
29. If the Player is unable to perform any of his duties under this Agreement by reason of any illness or injury for any period of time ("**Incapacity Period**") and the Player complies with the above reporting requirements, the Player shall be paid during such Incapacity Period or the remaining duration of this Agreement (whichever is the shorter), solely the following amounts of remuneration by the Club:
  - a. in the case of a Playing Injury, the amount of sick pay set out in Section 4 of the Key Terms; or
  - b. in the case of any other injury or illness, SSP (if eligible).

For the avoidance of any doubt

- (i) the Incapacity Period shall end when the Player is able to perform any of the obligations set out in clause 5 of this Agreement. If there is any dispute as to the Player's ability to perform such duties, the matter shall be determined by an independent medical examination; and
  - (ii) in the case of a Playing Injury, if the Parties have failed to clearly indicate the amount of remuneration due, the Player shall be paid the Player's full basic wage.
30. Any payment to the Player in accordance with clause 29 shall be inclusive of any SSP to which the Player is entitled. Any further payments to the Player shall be made at the Club's absolute discretion or as set out in the final box of Section 4 of the Key Terms. The Club reserves the right to withhold payment of any sums due under clause 29 if the Player does not comply with the reporting requirements set out in this Agreement.

#### Termination for Permanent Incapacity

31. In the event that the Player shall suffer permanent incapacity in any circumstances, then the Club shall be entitled to serve notice upon the Player terminating this Agreement. The Player's minimum entitlement shall be to receive three months' notice where the Agreement has not more than 3 years to run with an extra month's notice for each year or part year in excess of the said three years, provided that the Parties shall be able to negotiate a longer period of notice if they so wish or reach a mutually agreed settlement. Such notice may be served at any time after:
  - a. the date on which the Player is declared permanently incapacitated in a case where the Player suffers incapacity within the terms of a League personal accident insurance scheme; or
  - b. in any other case, the date on which the permanent incapacity is established by independent medical examination.

#### Termination

32. The Club may terminate this Agreement on giving 14 days' notice to the Player if the Player:
  - a. shall be guilty of Gross Misconduct;
  - b. shall fail to heed any final written warning given under Schedule 2; or

- c. is convicted of any criminal offence where the punishment consists of a sentence of imprisonment of three months or more (which is not suspended).
33. The Player may terminate this Agreement on giving 14 days' notice to the Club if the Club shall be guilty of a serious or persistent breach of the terms and conditions of this Agreement.
34. Any notice of termination of this Agreement must comply with the League Rules and must inform the Club or the Player (as applicable) of the grounds for such notice and a copy of the notice must be sent by the terminating Party to the League and The FA at the same time.
35. If the Player exercises his right of appeal under clause 59, the termination of this Agreement by the Club shall not come into effect unless and until it shall have been finally determined in accordance with clause 61 that the Club was entitled to terminate this Agreement pursuant to its terms.
36. If the Club exercises its right of appeal under clause 59, the termination of this Agreement shall not come into effect unless and until it shall have been finally determined in accordance clause 59 that the Player was entitled to terminate this Agreement pursuant to clause 33.
37. This Agreement may be terminated at any time by mutual consent of both the Club and the Player.
38. All termination rights under this Agreement are without prejudice to those the Club or Player may have under Applicable Employment Law.
39. Upon any termination of this Agreement coming into effect, the Player's registration shall be released and the Club shall perform all such actions as are necessary to effect such release.

#### Holiday and Education

40. The Player is entitled to statutory minimum holiday as required under Applicable Employment Law, pro-rated according to the Player's regular hours of work. During any holiday, the Player is entitled to the Player's regular salary.
41. The Club's holiday year runs from 1 July to 30 June each year. If the employment starts or finishes part way through a holiday year, the holiday entitlement will be calculated on a pro-rata basis.
42. The Player must take his holiday at a time or times and for such days to be agreed in advance with the Club. When making a request for holiday, the Player must take into account the Club's training schedule and, where the Player is a regular member of the first team squad, the first team's fixture schedule. Due to the specific characteristics of the Player's employment, unless exceptional circumstances apply, the Player will only be permitted to take holiday after the last league or knock-out competition match of the Club's first team in the relevant holiday year.
43. If the Player has accrued but untaken holiday, the Player will not be paid in lieu of untaken holiday other than on termination of the Player's employment. The amount of such payment in lieu will be calculated by reference to a day's pay for each untaken day of entitlement. The Club reserves the right to require the Player to take any accrued but outstanding holiday during any period of notice given under this Agreement.
44. If, for any reason, the Player does not take all the Player's entitlement to holiday in a holiday year, the Player will not be entitled to carry forward untaken holiday entitlement unless a period of statutory paternity, parental or adoption leave has prevented the Player from taking it in the relevant holiday year.
45. The Player shall be given every opportunity compatible with his obligations under this Agreement to follow courses of further education or vocational training if he so desires.

#### Public Relations, Media and Marketing

46. The Player hereby grants to the Club the right to photograph the Player both individually and as a member of a squad and to use such photographs in a Club Context in connection with the promotion of the Club and its playing activities and the promotion of the League (including on the Club's social media and in match day programmes) in such manner as the Club may reasonably think fit so long as:
- the use of the Player's photograph (either alone or with not more than two other players at the Club) shall be limited to no greater usage than the average for all players regularly in the Club's first team;
  - the Player's photograph shall not be used to imply any brand or product endorsement by the Player; and
  - all rights shall cease on termination of this Agreement save for the use and / or sale of any promotional materials or products that are already manufactured or in the process of manufacture or that are required to satisfy any outstanding orders.
47. The Player may, save as otherwise mutually agreed, and subject clauses 50 and 51 and to the overriding obligation not to bring the game of association football or the Club into disrepute, contribute to the public media in a responsible manner. The Player shall, whenever circumstances permit, give to the Club reasonable notice of his intention to make such contributions to the public media in order to allow representation to be made to him on behalf of the Club if it so desires.
48. The Player shall attend any meetings or promotional activities at any time on reasonable notice being given by any official of the Club provided that such meetings or promotional activities do not conflict with any pre-existing obligations of the Player and the Player shall not be obliged to attend such meetings or activities for more than 3 hours per week.

#### Integrity and Conduct

49. The Player shall not induce or attempt to induce, either directly or indirectly, any other player employed by or registered by the Club or by any other football club to leave that employment or cease to be so registered for any reason whatsoever.

50. The Player shall not bring the League, the Club or any other club into disrepute and shall not knowingly do anything or omit to do anything which will cause the Club to be in breach of the Laws of the Game, the FA Rules or the League Rules.
51. The Player shall not make at any time, either during his employment or at any time after its termination, any statement or permit or authorise any statement to be made which is calculated or reasonably likely to damage the reputation of, or cause any other damage to, the Club or any of its officers or other employees.
52. The Player acknowledges that he is responsible for the social media profiles and platforms that are used or controlled by the Player and that the provisions of clauses 50 and 51 shall apply, without limitation, to any content which is on such social media profiles or platforms at any time (whether such content is provided by the Player or otherwise).
53. Without prejudice to the FA Rules on betting, integrity and misconduct which apply to the Parties, both Parties agree that no payment shall be made or received by either the Player or the Club to or from any person or organisation whatsoever as an inducement to win, lose or draw a match, except for such payments to be made by the Club to the Player as are specifically provided for in this Agreement.

#### Confidentiality

54. This Agreement is to be treated as being private and confidential and its contents shall not be disclosed either directly or indirectly to any person, firm or company whatsoever either by the Club, the Player or any intermediary of the Club or the Player except:
  - a. with the prior written agreement of both the Club and the Player;
  - b. as may be required by law or pursuant to the FA Rules or League Rules;
  - c. in the case of the Player, to his duly appointed intermediary and/or professional advisers or union representative; or
  - d. in the case of the Club, to its duly appointed intermediary and/or professional advisers, or to such of its directors, secretary, officers, employees, agents, representatives or auditors to whom such disclosure is strictly necessary for the purposes of their duties and then only to the extent so necessary.

#### Disciplinary and Grievance Procedure

55. Except in any case where the Club terminates the Player's employment pursuant to the provisions of clause 32, the Club shall operate the Disciplinary Procedure in relation to any breach or failure to observe the terms of this Agreement or any misconduct on the part of the Player.
56. In the event that the Player has any grievance in connection with his employment under this Agreement, the Grievance Procedure shall be available to the Player.
57. During any Disciplinary Procedure or Grievance Procedure, the Player shall be entitled to be accompanied by or represented by anyone.

#### Data Protection

58. For the purposes of the Data Protection Act 2018 and the UK General Data Protection Regulation ("UK GDPR"), the Player acknowledges that The FA, the League and the Club will be collecting, sharing and otherwise processing Personal Data which may include Special Categories of Personal Data (both as defined in the UK GDPR) about the Player, including such data as set out in this Agreement. The FA process such Personal Data for the purpose of discharging its functions as a regulatory, administrative and governing body of football and otherwise in accordance with The FA's Participant Privacy Policy, which is available on The FA's website at <http://www.thefa.com/public/privacy/participants>. The Club and the League will process such Personal Data in accordance with their privacy policy adopted from time-to-time.

#### Appeals

59. The Club or Player may appeal the termination of this Agreement by giving notice in accordance with the League Rules within seven days of the date of receipt of the notice terminating this Agreement. In addition, the Player may appeal a fine or suspension imposed by the Club under this Agreement by giving notice in accordance with the League Rules within seven days of receipt of the notice of the fine or suspension. In each case, such appeals shall be made in accordance with the League Rules, the FA Rules and the provisions below in this clause 59.
  - a. The appeal shall be made to the board of the League, which shall hear the appeal in accordance with the procedure set out in the League Rules.
  - b. Within seven days of receipt of the board of the League's decision, either the Club or the Player may appeal against the decision of the board of the League to the Contractual Disputes Tribunal in accordance with the Player Status Rules. An appeal to the Contractual Disputes Tribunal shall be heard within 14 days of receipt of the notice of further appeal or, if exceptional circumstances exist which means that the appeal cannot be heard in that timeframe, it shall be heard as soon as practicable. A Party to an appeal made in accordance with this clause 59b may request that the appeal be dealt with at a personal hearing.

#### Governing Law and Jurisdiction

60. This Agreement shall be governed by and construed in accordance with English law. Any dispute between the Club and the Player shall be dealt with in accordance with the FA Rules and League Rules, save that any avenues of appeal provided for clause 59 must be exhausted first.

#### Miscellaneous

61. This Agreement constitutes the entire agreement between the Club and the Player and supersedes any and all preceding agreements between the Club and the Player.



62. This Agreement may be executed in any number of counterparts but shall not take effect until each Party has executed at least one counterpart. Each counterpart shall constitute an original, but all the counterparts together shall constitute a single agreement.
63. All notices required under this Agreement shall be given, unless otherwise provided herein, in writing and by either: (i) email to the email address in Part 1 of the recipient; or (ii) first class prepaid post to the home address of the Player in Part 1 or the address of the Club's home ground in Part 1. Notices to the Club should be marked for the attention of the Club representative in Part 1.
64. The Player certifies that he has read, understood and agrees to the terms of this Agreement and consents to be registered as a player by the Club for the duration of this Agreement. The Player warrants that the information relating to him in this Agreement is correct.
65. Each Party agrees that this Agreement may be executed through the use of electronic signature (using an electronic signature platform such as DocuSign or Adobe Sign) and that this method of signature is as conclusive of their intention to be bound by this Agreement as if signed by each Party's manuscript signature.

## SCHEDULE 1

### Definitions and Interpretation

1

#### Definitions

In this Agreement, the following words and expressions shall have the following meanings:

**Applicable Employment Law:** means all employment and social security laws and regulations as may be applicable to the Player and/or the Club from time to time;

**Club:** means the club as set out in Section 2 of Key Terms;

**Club Board:** means the board of directors of the Club for the time being, any duly authorised committee of such board of directors or a management committee (or equivalent) of the Club where it does not have a board of directors;

**Club Context:** means in relation to any representation of the Player, a representation in connection or combination with the name, colours, strip, trade marks, logos or other identifying characteristics of the Club or in any manner referring to or taking advantage of any of the same;

**Club Rules:** means the rules or regulations affecting the Player from time to time in force at the Club;

**Club Secretary:** means the person appointed as club secretary by the Club from time to time;

**Club Sick Pay:** means:

(a) if, when the Playing Injury occurs, the Club is a member of the National Division of the National League (regardless of any subsequent change in the Club's membership status during the relevant Playing Injury period): the Player's full basic wage for the first twelve weeks of such injury or illness; or

(b) in any other circumstance: the Players' full basic wage for the first six weeks of such injury or illness;

save always that a Club may pay the Player's full basic wage for such longer period as the Parties may agree;

**Contractual Disputes Tribunal:** has the meaning given to it in the FA Rules;

**Disciplinary Procedure:** means the disciplinary procedure at Schedule 2;

**End Date:** means the date specified as the end date in Section 3 (Duration of Contract) in the Key Terms;

**FA Rules:** means the rules and regulations from time to time in force of The FA and those of FIFA (Fédération Internationale de Football Association) and UEFA (Union des Associations Européennes de Football) to the extent that they relate or apply to the Player or the Club;

**Grievance Procedure:** means the grievance procedure set out in Schedule 3;

**Gross Misconduct:** means serious or persistent conduct behaviour activity or omission by the Player involving one or more of the following:

(a) theft or fraud;

(b) deliberate and serious damage to the Club's property;

(c) use or possession of or trafficking in a prohibited substance (as set out in the FA Rules);

(d) incapacity through alcohol or any other prohibited substance affecting the Player's performance as a player;

(e) breach of or failure to comply with of any of the terms of this Agreement,

or such other similar or equivalent serious or persistent conduct behaviour activity or omission by the Player which the Club Board reasonably considers to amount to gross misconduct;

**Incapacity Period:** has the meaning given in clause 29;

**Key Terms:** means the terms in Part 1 of this Agreement;

**Laws of the Game:** means the laws from time to time in force governing the game of association football as laid down by the International Football Association Board (as defined in the statutes of FIFA);

**League:** means the league in which the Club's first team competes;

**League Rules:** mean the rules and regulations from time to time in force of the League;

**Manager:** means the official of the Club responsible for the selection of the Club's first team;

**Parties:** means the Player and the Club and **Party** means either of them;

**Player Status Rules:** has the meaning given to it in the FA Rules;

**Playing Injury:** means any injury or illness other than an injury or illness which is directly caused by or results directly from a breach by

the Player of: (i) his obligations under clauses 12 or 13 of this Agreement, or (ii) any other of the Player's obligations hereunder that amounts to Gross Misconduct;

**SSP:** means statutory sick pay;

**Start Date:** means the start date of this Agreement as specified in Section 3 (Duration of Contract) in the Key Terms; and

**The FA:** means Football Association Limited.

## 2 Interpretation

2.1 In this Agreement, unless otherwise specified or the context otherwise requires:

2.1.1 the singular shall include the plural and vice versa and any gender includes any other gender;

2.1.2 references to person shall include any entity, business, firm or unincorporated association; and

2.1.3 references to statutory enactments or to the FA Rules or League Rules shall include re-enactments and amendments of substantially the same intent as the original referenced enactment or rule.

2.2 Any phrase in this Agreement introduced by the term include, including, in particular or similar expression shall be construed as illustrative and shall not limit the sense of the words preceding that term. The headings of this Agreement are for convenience only and not interpretation.

## **SCHEDULE 2**

### **Disciplinary Procedure**

#### **1. Introduction**

The disciplinary procedure aims to ensure that the Club behaves fairly in investigating and dealing with allegations of unacceptable conduct with a view to helping and encouraging all employees of the Club (including players) to achieve and maintain appropriate standards of conduct and performance. The Club nevertheless reserves the right to depart from the precise requirements of its disciplinary procedure where the Club considers it necessary or expedient to do so and where the Player's resulting treatment is no less fair.

#### **2. Records**

All cases of disciplinary action under this procedure will be recorded and placed in the Club's records. A copy of the Club's disciplinary records concerning a Player will be supplied to the Player at his request.

#### **3. The Procedure**

The following steps will be taken as appropriate in all cases of disciplinary action:

##### **3.1. Investigation**

No disciplinary action will be taken before a proper investigation has been undertaken by the Club into the matter complained of. If the Club deems it appropriate it may, by written notice, suspend the Player for up to 21 days to allow for an investigation to take place. If the Player is so suspended, this Agreement will continue together with all the Player's rights under it, including payment of the Player's remuneration and benefits. During the period of suspension, the Player will not be entitled to access any of the Club's premises or attend any of the Club's matches (home or away) except at the prior request or with the prior consent of the Club, and he will also be subject to such conditions as the Club may impose. Any decision to suspend the Player will be confirmed in writing by the Club.

##### **3.2. Disciplinary Hearing**

- 3.2.1. Subject as provided in paragraph 3.2.3, no disciplinary penalty will be imposed without first giving the Player the opportunity to state his case to the Manager or Club Secretary.
- 3.2.2. If the Club decides to hold a disciplinary hearing about the matter complained of, the Player will be given full details in writing of the complaint against him and reasonable notice of the date and time of the hearing. At the hearing the Player will be given an opportunity to state his case either personally or through his representative (which may be a legal representative).
- 3.2.3. A disciplinary hearing may proceed in the Player's absence and a disciplinary penalty may be imposed if he fails to appear at such hearing after having received appropriate notice thereof.

#### **4. Disciplinary Penalties**

- 4.1. At a disciplinary hearing, the Club may dismiss an allegation or, if it is proved to the Club's satisfaction, may:
  - 4.1.1. give an oral warning, a formal written warning or a final written warning to the Player;
  - 4.1.2. suspend the Player for a period of not more than 14 days;
  - 4.1.3. impose a fine not exceeding the amount of the Player's basic wage for a period of up to two weeks;
  - 4.1.4. order the Player not to attend any of the Club's premises for such period that the Club thinks fit not exceeding 14 days; and/or
  - 4.1.5. in any circumstances which would entitle the Club to terminate the Agreement pursuant to any of the provisions at clause 32, terminate the Player's employment.
- 4.2. For the avoidance of doubt, the Player can only be warned or sanctioned once in relation to the same incident.

#### **5. Appeal**

- 5.1. The Player has the right to appeal a fine or suspension under this Disciplinary Procedure in accordance with clause 59.
- 5.2. If the Player exercises any right of appeal as aforesaid, any sanction imposed by the Club upon the Player shall not take effect until the appropriate appeal has been determined and the sanction confirmed, varied or revoked (as the case may be).

### **SCHEDULE 3**

#### **Grievance Procedure**

1. The Player shall bring any grievance informally to the notice of the Manager in the first instance, who may require the Player to put any such grievance in writing. Having undertaken a reasonable investigation into such grievance, the Manager will then notify the Player in writing of the outcome of the investigation.
2. If the grievance is not determined to the Player's satisfaction, the Player may, within 14 days of receipt of the outcome of the investigation, give written notice to the Club Secretary that he wishes the matter to be considered by the Club Board. The matter shall then be dealt with at the next convenient meeting of that body and, in any event, within four weeks of notice being received by the Club Secretary.