



DATED this ____ day of _____ . 20 ____

BETWEEN:

["The Club"]

-and-

["the Player"]

FOOTBALL SOUTH COAST

ABN: 82 133 401 868

STANDARD PLAYERS CONTRACT

NOTES:

1. This is a legal document. By signing it you will be bound by the terms and conditions contained in it. If you have any difficulties understanding any term or condition, you should obtain independent legal advice.
2. Both parties must sign in all appropriate places of the contract
3. Both parties must initial all pages of the contract
4. The original contract plus 2 photocopies to be submitted to Football South Coast with the Player Registration Forms

ISSUE DATE DECEMBER 2010

FOOTBALL SOUTH COAST

ABN: 82 133 401 868

PLAYERS CONTRACT

THIS AGREEMENT is made on the _____ day of _____ 20

BETWEEN:

.....
.....

.....[“the Club”]
of the first part

AND

.....
.....

.....[“the Player”]
of the second part

RECITALS:

- A. The Club is a member of Football South Coast {ABN 31 515 003 213} which conducts the League in Illawarra, New South Wales.
- B. The Club fields a team in the football competition [The Football South Coast’s authorised Leagues and Divisions].
- C. The Player is a non-amateur football player
- D. The Club wishes to contract with the Player and the Player has agreed to enter into this Agreement with the Club.

THIS AGREEMENT RECORDS that the Club and Player agree as follows:
The following expressions shall, unless the context otherwise requires have the following meanings:

- (a) “FSC” means Football South Coast Ltd
- (b) “CUP MATCH” means a match in any knockout competition or any other match organised by the FSC
- (c) “LEAGUE MATCH” means a match in the home and away league competition conducted by the FSC
- (d) “COACH” means the person engaged by the Club, to direct, instruct and co-ordinate players for the purpose of competing in Association competitions and pre-competition matches.
- (e) ‘CLUB PRESIDENT’ means the highest authorised and elected member of the Club’s Executive Committee.

1. TERM

The term of this agreement shall be the Football season/s set out in Item 1 of the Schedule (“the term”)

2. PAYMENTS OR RENUMERATION TO PLAYER

- 2.1 In consideration of the Player entering into this Agreement the club shall pay to the player during the term the amounts set out in Items 2 & 3 of the Schedule
- 2.2 The remuneration payable to the Player in regard to Non-League matches, (not being practice games for which no fee shall be payable) shall be determined by the Club President.
- 2.3 The Club must provide to the Player insurance in the amount prescribed by Soccer NSW to cover any permanent disability or the death of the Player, which may arise out of or in the course of the Player’s employment or engagement with the Club.
- 2.4 The Club must deduct from all payments and other benefits of the Player under this Agreement all taxation payments in accordance with the Income Tax Assessment Act 1936 (Cth) and any requirements of the Australian Taxation Office save where the Player, by written notice from the Australian Taxation Office, notifies the Club that the Club is not under any legal obligation to make such deductions.
- 2.5 The Club must pay for, and on behalf of the Player, all amounts as are required by law to be paid for Superannuation.
- 2.6 The Club may suspend the payment of any remuneration or the provision of any benefit to the Player under Items 2 and 3 of the Schedule for any period in which the Player is unable to play for the Club by reason of any injury, illness or ailment not arising out of, or in the course of, the Player’s employment or engagement with the Club.

3. SERVICE

The Player hereby agrees that he must:

- 3.1 (a) use all reasonable endeavours to play to the best of his skill and ability in all soccer matches in which he is selected to play for the Club; and
- (b) attend promptly and participate fully in all soccer training sessions at such times and places as reasonably required by the Club;

unless the Player is deemed unfit to play or train for football by the medical advisers to the Club;

- 3.2 attend promptly all team meetings of the Club;
- 3.3 attend promptly all matches in which the Club is a participant whenever directed by the Club;
- 3.4 Each Player shall conduct himself at all times in a manner consistent with a good public image for himself, the Club and the game of football as a whole;
- 3.5 Unless otherwise permitted by the Coach, each Player shall travel with the Team and Officials on away matches in accordance with the Code of Conduct;
- 3.6 comply with all reasonable requirements of the Club in relation to behaviour and dress when making any public appearance for the Club in accordance with the Code of Conduct;
- 3.7 attend promptly all social functions reasonably required by the Club in accordance with the Code of Conduct;
- 3.8 obey all reasonable directions of the Club in accordance with the Code of Conduct;
- 3.9 do everything reasonably necessary to obtain and maintain the highest possible standards of personal health and fitness in order to render the most effective service to the Club as a football player;
- 3.10 Each Player shall comply with the rules and directions of the ground authorities at any ground where matches are being played;
- 3.11 Each Player shall duly and promptly complete and sign all claim forms and other documents required or necessary to lodge a claim within seven (7) days, on any insurance policy which has been effected by the Club in respect to that Player;
- 3.12 A Player shall not wear, sponsor or endorse any football clothing, footwear, gear or equipment if the wearing, sponsorship or endorsement, as the case may be, conflicts with the products of any of the Sponsors of the Club or the League;
- 3.13 The Club President shall have absolute discretion to impose any penalty he thinks fit (including without limiting the generality the imposition of a fine or the termination of the Player's Contract) for any breach of these rules or of any term of the Player's Agreement with the Club and in accordance with the Code of Conduct.
- 3.14 obey the conditions, rules, regulations and by laws of the FSC, Soccer NSW, the Football Federation of Australia, the Federation Internationale de Football (FFSC) and any other Association, Federation, Combination or League which may be in force in respect of which the Club or League shall be a member or an affiliated organisation.

4. OTHER ACTIVITIES

The Player must not, without obtaining the prior written consent of the Club, which consent the Club may withhold in its absolute discretion:

- 4.1 play or train with any other Football Team or Club or engage in any other sport or athletic activity except with the consent of the Club President. Nothing in this clause shall restrict or debar a Player from training or playing with any Australian or State Representative team for which he may be selected.
- 4.2 other than during the last six (6) months of the Term, enter into any discussion, contract, arrangement, understanding or option to play football for any team fielded by any person other than the Club in the FSC Competition or any other football competition.
- 4.3 Not engage in any activity which in the reasonable opinion of the Club may involve a risk to the Player's health or fitness.
- 4.4 In accordance with the provisions of the Rules and Regulations of the FSC, at all times make himself available to play whenever selected in any representative team and to attend training sessions specified for such team by the FSC.

5. CLUB RIGHTS AND OBLIGATIONS

- 5.1 The Club may terminate this Agreement by giving seven (7) days written notice to the Player (without prejudice to the right of the Club to a Transfer fee) if the player shall at any time:
 - (i) fail, refuse or neglect to conform his personal conduct to the standards of good sportsmanship or to keep himself in first class physical condition or to obey the Club's training rules; or
 - (ii) fail, in the opinion of the Club's management to exhibit sufficient skill or competitive ability to qualify or continue as a member of the Club's team:
 - (iii) be guilty of any serious breach of this Agreement, the Club's By-Laws, the Rules and Regulations of the FSC, the League or any other Federation or League of which the Club may be a member; or
 - (iii) by his action brings the Club or the game of Football into disrepute.
- 5.2 If the Club shall default in the payments to the player provided in the Schedule or shall fail to perform any other material obligation agreed to be performed by the Club hereunder, the Player shall notify the club in writing of the facts constituting such default or failure. If the club shall not cause such default or failure to be remedied within ten (10) days after the receipt of such written notice, the Player shall have the right by a further written notice to the club to terminate this contract.

- 5.3 The Club shall pay traveling and accommodation expenses and meals reasonably incurred by the Player while playing for the Club in other than the Club's home city.
- 5.4 The Club covenants not to assign its rights hereunder to another club without the prior written consent of the Player, which consent shall not unreasonably be withheld.

6. PUBLIC RELATIONS

6.1 In addition to his services in connection with the actual playing of Football the Player agrees to co-operate with the club and participate in any and all reasonable promotional activities of the Club and the League which in the opinion of the club will promote the welfare of the Club or Football and to observe and comply with all reasonable requirements of the Club respecting conduct and service to its team and its players at all time whether on or off the field.

6.2 (a) The Player agrees that his picture may be taken for still photographs, motion pictures or television at such times as the club may designate and agrees that all rights in such pictures shall belong to the club and may be used by the Club for publicity purposes in any manner it desires. The Player further agrees that he will not make public appearances, participate in radio or television programmes or permit his picture to be taken or write or sponsor newspaper or magazine articles or sponsor commercial products without the written consent of the club, which shall not be unreasonably withheld.

(b)The Player shall not give endorsement for goods of any nature nor allow his name or photograph to be used for promotional or advertising purposes except with the consent in writing of the Club, which consent shall not be unreasonably withheld.

(c)The Player shall not make any commercial or be engaged in any advertising of any nature which may conflict with the interest of the Club's sponsors or any sponsor of the League and the decision of the Club's Directors whether or not a conflict of interest may arise as aforesaid, shall be conclusive.

(d)If the player is selected for any representative team by the FSC, he consents to the FSC, using his name, signature and photograph for promotional purposes and advertising the game of football provided that:

(i)Such use shall not cause injury to his reputation or standing;

(ii)That if the FSC receive any financial benefit whatsoever from such use then the player shall be entitled to receive payment for such use at a rate to be first agreed to in writing by the Player and in default of agreement at a reasonable rate agreed to generally by other representative players.

(iii)This authority is strictly limited to the uses herein described.

7. PHYSICAL CONDITION

The player represents and warrants to the Club that he is at the date of this Agreement:

7.1 in excellent physical condition, and

7.2 not suffering from any injury, illness or ailment which may impair in the performance of any of his obligations under this Agreement which he has not disclosed to the Club or the medical advisers to the Club.

8. INJURY AND MEDICAL TREATMENT

8.1 The player must:

(a) obtain and maintain 'Top Cover' membership of a recognised Private Hospital and Medical Benefits Scheme which includes in its cover, hospital, medical, dental, physiotherapy, chiropractic and ambulance benefits;

(a) report promptly (within 48 hours) to the Club or the medical advisers to the Club any injury, illness or ailment:

i) sustained arising out of or in the course of the Player's employment or engagement with the Club; or

ii) of a kind likely to prevent the Player from performing any of his obligations under this Agreement.

(b) submit promptly to any medical examinations and testing in relation to the Player's health and fitness as a football player as the Club may reasonably require; and

(c) undergo such treatment as may be prescribed by the medical advisers to the Club in respect of any injury, illness or ailment sustained arising out of or in the course of the Player's employment or engagement with the Club in order to restore the Player to a level of health and fitness appropriate for football.

8.2 Provided the Player at all times complies with his obligations under Clause 8.1, the Club must:

(a) promptly arrange any treatment recommended by the medical advisers to the Club and agreed to be undertaken by the Player provided such treatment is in relation to any injury, illness or ailment sustained arising out of in the course of the Player's employment or engagement with the Club;

(b) ensure that such treatment is undertaken and completed notwithstanding the expiration of the Term;

(c) the Player acknowledges that Soccer NSW, of which the FSC is an affiliate, has secured , and will maintain during the term, a personal injury insurance policy for all registered

football players under which the Player will be entitled to certain limited benefits in the event of injury. Details of this insurance cover are available on the Soccer NSW website, or upon request;

- (d) the Player acknowledges and agrees that he is solely responsible for the payment of any costs incurred in the treatment of an injury, illness or ailment sustained in the course of his Agreement or engagement with the Club which is not covered by:
 - a. the Soccer NSW personal injury insurance; or
 - b. the Player's own personal insurance cover secured in accordance with Clause 8.1(a).

9. MEN'S FOOTBALL COUNCIL

9.1 The Club and the Player hereby agree:

- (a) to observe and be subject to the Men's Football Council (MFC) Rules & Regulations; and
- (b) not to induce, or attempt to induce, the other to commit any breach of any provision of the MFC Rules & Regulations.

9.2 The Club must promptly perform all acts and execute all documents as may be required under the MFC Rules & Regulations to ensure that at all relevant times during the Term, the Player is eligible to play football for the Club in the MFC Competition or whenever required.

The Club and the Player hereby acknowledge that where there is a conflict in any provision of this Agreement and any provision of the MFC Rules & Regulations, the provision of the MFC Rules & Regulations will prevail.

10. MISCONDUCT

10.1 The Player hereby acknowledges to the Club that the confidence of the public in the game of football and the FSC Competition, is dependent upon all FSC games being played on their merits and the good character of all FSC players.

The Player therefore agrees:

- (a) not to accept any bribe or fail to report any attempt to bribe him or agree to play or train for football other than to the best of his skill and ability;
- (b) not to bet, gamble or knowingly associate with any gambler or any gambling activity in relation to the Club or FSC Competition;
- (c) not to use, or provide any other FSC Player with any stimulant, drug or other substance prohibited by Australian Sports Drug Agency (A.D.S.A.), or used for the purpose of enhancing football performance;

- (d) whenever required by A.S.D.A., to undergo any tests and provide such samples for the purpose of determining whether the Player has taken, or used, any stimulant, drug or other substance prohibited by A.S.D.A., or for the purpose of enhancing football performance.
- (e) Not to return a test positive to any stimulant, drug or other substance prohibited by A.S.D.A., or used for the purpose of enhancing football performance or refuse to undergo any test for any stimulant, drug or substance prohibited by A.S.D.A., or used for the purpose of enhancing football performance; and
- (f) Not to commit any criminal offence of a kind which will be likely to bring the Club, FSC or the Football Federation of Australia into disrepute.

10.2 Without prejudice to the FSC Rules & Regulations if the Player is found to have breached any provision of Clause 10.1;

- (a) and the breach by the Player involved the use of any stimulant, drug or other substance prohibited by A.S.D.A., or used for the purpose of enhancing football performance, and such breach has been found only in accordance with the FSC Doping Policy (see Annexure 'B'); or
- (b) in any other case, and such breach has been found, only after having given the Player the opportunity to be heard and to make submission in respect of any alleged breach of Clause 10.1;

The Club may invoke any of the remedies available to the Club under Clause 12.2. The Player will have the right to refer any purported action by the Club against the Player under this Clause 10.2 will not become operative until investigations by the FSC Board have been exhausted or terminated.

11. DISPUTES

11.1 Subject to the FSC Rules & Regulations, if any dispute arises between the Player and the Club during, or after, the expiration of the Term, concerning the construction or, or in respect of, any matter arising from this Agreement, it will be a condition precedent to the institution of any legal proceedings in any Court of Australia that the same will be referred to the General Purposes Tribunal.

11.2 any reference under Clause 13.1 may only be brought in accordance with the prescribed procedures for the General Purposes Tribunal set out under the FSC Rules & Regulations.

12. TERMINATION, DISCIPLINE AND SUSPENSION

12.1

- (a) If the Club is in breach of any term or condition of this Agreement and fails to remedy that breach within ten (10) days after receiving written notice from the Player requiring it to do so, then the Player may, by written notice to the Club and without prejudice to any other right or remedy he may have against the Club, terminate this Agreement.

- (b) The Club will have the right to refer any purported termination by the Player under Clause 12.1(a) to the FSC General Purpose Tribunal and such termination will not be effective until the General Purpose Tribunal Enquiry has been completed.

12.2

- (a) If the Player is guilty of any serious or persistent breach of his obligations under Clauses 3, 4, 7 or 8, inclusive of misconduct under Clause 10, the Club may:
 - i) terminate this Agreement;
 - ii) fine the Player;
 - iii) order the Player not to attend at the Club; or
 - iv) suspend the Player from playing for the Club.

In accordance with the list of remedies set out in the Annexure 'A':

- (b) the Club must inform the Player in writing of the action taken and the full reasons for it;
- (c) the Player will have the right to refer any purported action by the Club under Clause 12.2 to the FSC General Purpose Tribunal and any action taken by the Club against the Player under Clause 12.2 will not become operative until the General Purpose Tribunal Enquiry has been completed.

SPECIAL CONDITIONS

Provided that no provision of the special conditions set out below may derogate any actual or potential benefit of the Player under this Agreement, the Player and the Club agree as follows:

- *That the National Registration Fee (NRF) due and payable to the Football Federation of Australia is to be paid by the Player and not by the Club*

.....
the Player

.....
the Club

.....
where the Player is under 18 years at date of signing, this Agreement must be countersigned by one of his parents or his legal guardian.

IN WITNESS WHEREOF the parties have executed this Agreement in three counterparts on the date hereinbefore set out.

SIGNED for and on behalf of the club }

by.....
Club President
A duly authorised officer thereof, in the }
presence of:

.....
Signature

.....
[signature of witness]

SIGNED by the Player }
In the presence of: }

.....
(signature)

.....
[signature of witness]

SIGNED by THE PARENT / }
LEGAL GUARDIAN where }
Player is under the age of }
18 years at the date of }
signing of this Agreement }

.....
[signature]

.....
[signature of witness]

SCHEDULE

Item 1 the term

From: to

Item 2 Basic Wage

(a) Basic Wage _____

Manner and date for payment:

.....

.....

Item 3 MATCH PAYMENTS:

(a) **Appearance Money:**

(i) per League Match (1st Grade) \$ _____

(ii) per Cup Match \$ _____

(iii) per Reserve Grade Match \$ _____

(iv) per Youth Grade Match \$ _____

(b) Bonuses: 1st Grade Reserve Grade Youth Grade

(i) per win \$ _____ \$ _____ \$ _____

(ii) per draw \$ _____ \$ _____ \$ _____

(iii) per loss \$ _____ \$ _____ \$ _____

Manner and date for payment:

.....

.....
the Player

.....
the Club

.....
where the Player is under 18 years at the date of signing, this Agreement must be countersigned by one of his parents or legal guardian.

ANNEXURE A

REMEDIES

1. First Breach - the Club may impose a caution, or
- a fine equal to 25% of the Player's basic wage and last match payments, or \$20.00, whichever is the lesser.
2. Second Breach - a fine equal to 50% of the Player's basic wage and last match payments, or \$25.00, whichever is the lesser
3. Third Breach - a fine equal to 50%% of the Player's basic wage and last match payments, or \$50.00, whichever, is the lesser.
4. Fourth Breach - a fine equal to 50% of the Player's basic wage and last match payments, or \$100.00, whichever, is the lesser.
5. The Player may not refer any action taken by the Club against the Player to impose any of the above-mentioned fines to the General Purposes Tribunal on the ground of severity.
6. In lieu of the above fines, the Club may impose the following penalties:
 - (a) order the Player not to attend one (1) training session;
 - (b) order the Player not to attend two (2) training sessions;
 - (c) suspend the Player from playing in one competition match (FSC League game or Cup Fixture) ;
 - (d) terminate this Agreement if the Player is guilty of a serious, or fourth (4th) , or subsequent Breach, and the Club has complied with Clause 12.2 .

7. SERIOUS BREACHES

Subject to the General Purposes Tribunal, the Club may impose a more severe penalty on the Player if the nature of the relevant alleged breach of this Agreement by the Player justifies the imposition of a more severe penalty.

ANNEXURE B

DOPING POLICY

* In this policy the following words shall have the meaning set forth below"-

"player" shall mean a member of the Association, or any person competing in a competition under the jurisdiction of the Association, or the state Federation, or any affiliated members of either body.

"doping provision" shall mean the doping practices and doping agencies that are prohibited by the International Olympic Committee (IOC)

"official" shall mean an official, coach, medical practitioner, sports scientist, or psychologist, or any other person associated with this sport.

"responsible authority" shall mean the Australian Sports Commission, Australian Government (both Commonwealth and State), the Australian Olympic Federation, the International Olympic Committee, National Sporting Organisations, International Federations, the Australian Institute of Sport, State institutes of Sport, and/or State Sporting Organisations.

"Association" shall mean the Football South Coast Limited

Such words when used in the plural shall have a corresponding meaning

* Doping is forbidden

* This policy applies to all players and officials.

* All players are liable to doping controls/examinations which are conducted in conformity with the rules of the IOC Medical Commission

* Doping control examinations may be conducted by an appointed Doping Control Committee:-

(a) During competition OR (b) out of competition

Players are liable to any number of doping control examinations in any year, whether during or out of competition

* Samples taken by the Doping Control Committee shall be analysed by a laboratory accredited by the IOC

- * Subject to Regulation 18.8 of the IOC Policy:-
 - (a) Any player who is found to have contravened the "doping provision" will be suspended from all competition for a period of:
 - (1) Two (2) years for a first offence
 - (2) Life for any subsequent offence
 - (b) Any person serving a sentence for a first offence may be subject to drug control examinations during the suspension at their own expense.
 - (c) Any official or other person who aids, abets, counsels or procures, or is knowingly involved in an athletes breach of the Association's "doping provision" will be subject to the same penalties in 18.7A of the IOC Policy.
 - (d) Any player who is found to be in breach of the "doping provisions" and who may have been selected to be part of an association representative team shall be immediately removed from such team.
 - (e) Any person/s so charged shall have the right of appeal to an independent tribunal which will be established by the Association. Such appeal must be in writing and lodged with the Association within twenty-one (21) days of such person/s being notified in writing of their offence and subsequent penalty.
- * Any decision by the Board to impose a lesser penalty than the one prescribed in Regulation 18.7 of the IOC Policy shall be at it's absolute own discretion.
- * Any player or official who contravenes the "doping provisions" of any "responsible authority" shall be subject to the penalties prescribed in regulation 18.7 of the IOC Policy
- * Any player who refuses to submit to a doping control examination shall be subject to the penalties prescribed in Regulation 18.7 of the IOC Policy.
- * It is the intent of this policy that doping control examinations shall be conducted in conformity with the rules of the IOC Medical Commission, but the failure to do so shall not itself invalidate the findings of any such doping control examination.
- * Football NSW shall be responsible for the administration policy and will continue to monitor developments in this area.

CLUB TO ATTACH WHERE APPLICABLE COPY OF ITS OWN BY-LAWS AND PLAYER CODE OF CONDUCT.

CLUB TO ALSO MAKE AVAILABLE FSC'S RULES & REGULATIONS IF REQUESTED BY THE PLAYER.

ANY CLUB DOCUMENT THAT IS ENCLOSED OR ATTACHED TO THE FSC PLAYING CONTRACT MUST COMPLY WITH ALL FSC AND FOOTBALL NSW GOVERNING DOCUMENTS, AND MUST BE VETTED AND CLEARED BY THE FSC MANAGER PRIOR TO SECURING ANY PLAYERS SIGNATURE.