

| | |
|-------------|--|
| FAW Copy | |
| Club Copy | |
| Player Copy | |



FOOTBALL ASSOCIATION OF WALES



FEMALE 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*).....

BetweenFootball 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 Schedule 1 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 her ability in all football matches in which she 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 her 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 her 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 herself 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 her employment.

3.2 The Player agrees that she 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 Schedule 1 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 her 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 Schedule 1 appended to this contract.
- 4.2 Schedule 1 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 her 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 her 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 Schedule 1 to this contract, during the period of incapacity pay to the Player her basic wage as specified in Schedule 1. 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 her basic wage until such time as she 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.

5.2 Where the illness or the incapacity of the Player is connected wholly or in part due to the Player's pregnancy the provisions of clause 6 below will apply.

6 Pregnancy, Maternity Leave and Maternity Pay

6.1 The provisions relating to pregnancy, maternity leave and maternity pay will be in accordance with Article 18 Quater (relating to the Specific Labour Provisions for Female Professional Players) of the FIFA Regulations on the Status and Transfer of Players, or the law applicable in England and Wales, whichever is more favourable to the Player, and as referred to in Schedule 2 appended to this contract.

7 Disciplinary Procedures and Sanctions

7.1 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.

7.2 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.

7.3A 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.

7.4 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.

7.5 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.

- 7.6 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.
- 7.7 The Player, notwithstanding any remedies that she may have before any tribunal or civil court, may dispute the termination of her 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.
- 7.8 The Player may be represented at any personal hearing of appeal under this contract.

8 Termination

- 8.1 This contract may be terminated at any time by mutual consent of both the Club and the Player.
- 8.2 As per clause 2.2, this contract shall cease and terminate on the date specified in Schedule 1 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.
- 8.3 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:-
- 8.3.1 be guilty of serious or persistent breach of the terms and conditions of this contract;
or
 - 8.3.2 fail to pay any remuneration or other payments or bonuses due to the Player for a period of twenty-eight days or more.
- 8.4 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.

9 Grievance

- 9.1 In the event of any grievance in connection with her employment under this contract the following procedures shall be available to the Player as follows: -
- 9.1.1 the grievance shall be brought informally to the notice of the Manager or duly authorised official of the Club in the first instance;
 - 9.1.2 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
 - 9.1.3 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.

10 Miscellaneous

- 10.1 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.
- 10.2 The Player shall not reside at any place that the Club deems unsuitable for the performance of

her duties under this Contract.

- 10.3 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.
- 10.4 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 1

(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

SCHEDULE 2

MATERNITY PROVISIONS

1. About this document

- 1.1 This document outlines the rights and responsibilities of Players who are pregnant or have recently given birth in accordance with Article 18quater of the FIFA Regulations on the Status and Transfer of Players (RSTP) and sets out the arrangements for pregnancy-related sickness, health and safety, and maternity leave.
- 1.2 Where the provisions of Article 18quater of the RSTP conflict with the current statutory provisions applicable in Wales, those provisions which are more favourable to the Player will apply.
- 1.3 The provisions of this document only apply to Players employed under a contract of employment and registered as a Professional Player in accordance with the registration provisions contained in the FAW Rules.

2. Contractual Provisions

- 2.1 The validity of any contract of employment may not be made subject to a Player becoming or being pregnant, being on maternity leave or the Player exercising her rights in accordance with this document or in accordance with her rights under any applicable UK statutory provisions.
- 2.2 Any employer that seeks to include provisions that affect the validity of a contract where a player becomes or is pregnant, takes maternity leave or exercises any of her rights in accordance with this document or any applicable UK statutory provision will be in breach of FAW Rules and will be liable to sanctions as referred to in Section e of the FAW Rules.

3. Entitlement to maternity leave

Players will be entitled to up to 52 weeks' maternity leave, consisting of 26 weeks' ordinary maternity leave (**OML**) and 26 weeks' additional maternity leave (**AML**) with a minimum period of 14 weeks paid maternity leave in accordance with Article 18quater of the RSTP (see clause 8 below).

4. Notification

- 4.1 Players should inform their employer as soon as possible that they are pregnant. This is important as there may be health and safety considerations.
- 4.2 Ordinarily, and in accordance with the current UK statutory framework, Players should inform their employers before the end of the fifteenth week before the week that they expect to give birth (**Qualifying Week**), or as soon as reasonably practical afterwards, of the following:
 - (a) the week in which the Player's doctor or midwife expects them to give birth (**Expected Week of Childbirth**); and
 - (b) the date on which the Player would like to start their maternity leave (**Intended Start Date**).
- 4.3 The Player will have the right to independently determine the commencement of her maternity leave other than in the following circumstances: -

4.3.1 where the Player gives birth, her maternity leave will automatically commence the next day; and

4.3.2 where the Player is absent from work because of her pregnancy in the 4 weeks before the baby is due, maternity leave will start automatically from the day after the first day off. This provision of UK law is to protect both the female employee and the unborn baby from harm occurring in having to continue to attend work when they are suffering from a pregnancy-related illness.

4.4 Your employer will be obliged to write to the Player within 28 days stating the date that the Player will be expected to return to work if the Player indicates that they will take their full maternity leave entitlement (**Expected Return Date**).

4.5 Once the Player receives a certificate from a doctor or midwife confirming their Expected Week of Childbirth (MATB1), they must provide their employer with a copy.

5. Time off for Antenatal Appointments

5.1 If a Player is pregnant, she may take reasonable paid time off during working hours for antenatal appointments. This may include any relaxation or parenting classes that her doctor, midwife or health visitor has advised her to attend.

4.2 The Player should give her employer as much notice as possible of the appointment and provide the following, unless it is the first appointment:

(a) a certificate from the doctor, midwife or health visitor stating that you are pregnant; and

(b) an appointment card.

6. Rights whilst Pregnant

6.1 The Player has the right to continue to provide her sporting services following confirmation from her doctor, midwife or other medical practitioner who is treating her and confirmation from an independent medical practitioner that it is safe for her to do so.

6.2 The Player has the right, where she is unable to provide her sporting services, to provide employment services in another manner, such alternative services to be subject to agreement between her and her employer.

6.3 Whilst providing her alternative employment services as referred to in clause 6.2 above, the Player will continue to receive her full contractual salary.

6.4 The Player has the right to not be discriminated against on the grounds of her pregnancy or maternity leave. If a Player's contract is terminated whilst she is pregnant or on becoming pregnant the presumption will be that the termination was because of the pregnancy and/or maternity leave and such termination will be deemed without just cause unless the employer can prove otherwise.

7. Starting maternity leave

- 7.1 If the Player wants to change her Intended Start Date, she is entitled to do so but should inform her employer in writing and where possible at least 28 days before the original Intended Start Date (or the new start date if she is bringing the date forward). The employer will then be obliged to write to the Player within 28 days to tell her the new expected return date.
- 7.2 In accordance with Article 18quater of the RSTP at least 8 weeks of the Players maternity leave must occur after the birth of the child.

8. Maternity pay

- 8.1 The Player will be entitled to be paid two-thirds of her contractual salary during her maternity leave or if the Player qualifies for Statutory maternity pay (**SMP**), she will be paid SMP, whichever is higher.
- 8.2 The Player will qualify for SMP if she has at least 26 weeks' continuous employment with at the end of the Qualifying Week and her average earnings are not less than the lower earnings limit set by the government each tax year. The first six weeks of SMP are paid at 90% of the Players average earnings and the remaining 33 weeks are at a rate set by the government each year.

9. During maternity leave

- 9.1 Except for terms relating to pay, the Players terms and conditions of employment remain in force during maternity leave.
- 9.2 Holiday entitlement will continue to accrue during maternity leave.
- 9.3 If the Player is a member of the employer's pension scheme, the employer shall make employer pension contributions during maternity leave based on the Players normal salary, in accordance with the pension scheme rules. Any employee contributions made will be based on the amount of maternity pay received by the Player unless they inform the employer that they wish to make up any shortfall.

10. Keeping in touch

- 10.1 The Employer may make reasonable contact with the Player from time to time during her maternity leave although this should be kept to a minimum.
- 10.2 The Player may work (including attending training) on up to ten "keeping-in-touch" days during her maternity leave although this is not compulsory.
- 10.3 The Player will be paid at her normal basic rate of pay for time spent working on a keeping-in-touch day and this will be inclusive of any maternity pay entitlement.

11. Returning to work

- 11.1 The Player must return to work on the Expected Return Date unless they inform their employer otherwise. If the Player wishes to return to work earlier than the Expected Return Date, she should give eight weeks' prior notice of the date.

- 11.2 The Player has the right to return to football activity after maternity leave if it is safe for her to do so. The Player's employer will have an obligation to reintegrate the Player into football activity and will provide all necessary support, including ongoing medical support, to achieve that aim.
- 11.3 The Player will have the right to have the level of remuneration under her contract of employment guaranteed under the same conditions as were in place prior to her maternity leave.
- 11.4 If the Player wants to change her hours or other working arrangements on return from maternity leave, she should make a request under her employers Flexible Working Policy.
- 11.5 The Player has the right to breastfeed and the employer is obliged to provide the Player with the necessary breaks as well as suitable facilities to allow her to breastfeed as often as may be required.

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 _____