[Date]

[Players Full Name]
[Player's Full Address]

Dear [Player's First Name],

Prescribed Form NRSTR05 –Professional Player Contract

This letter sets out the terms (including any incorporated terms) on which the entity as specified in Item 1.1 of the Specification (***Club***) will casually employ you to play football and the obligations imposed on you and the Club (***Contract***). Please read this Contract carefully and seek legal or professional advice on it.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Contract:

Competition means the competition as specified in Item 1.2 of the Specification (including any pre-season or finals series) or any other competition, tournament or cup in which the Club participates during the Term.

Competition Administrator means the entity responsible for the conduct of the Competition, as specified in Item 1.3 of the Specification.

Competition Rules means the rules of the Competition promulgated by the Competition Administrator from time to time that are consistent with the National Registration, Status and Transfer Regulations.

FA means Football Australia Limited ABN 28 106 478 068, which is the Australian member of FIFA and responsible for the administration and promotion of football throughout Australia.

FA Statutes means FA's constitution and by-laws and the rules and regulations promulgated by FA from time to time, including the National Registration, Status and Transfer Regulations, Code of Conduct and Ethics, National Disciplinary Regulations and Grievance Procedure By-Law (current versions of which can be obtained on the FA Website or on request).

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FA Website means FA's official website at www.footballaustralia.com.au.

Football Administrators mean FA, the Member Federation, Competition Administrator and the Club.

Football Agent means a natural person licensed by FIFA to perform Football Agent Services.

Football Agent Services has the meaning prescribed in the National Registration, Status and Transfer Regulations.

Grievance means a dispute arising out of or in relation to your casual employment or this Contract, including a dispute about the breach, termination, enforcement or subject matter of the FA Statutes and the Competition Rules.

Match means any match participated in by the Club which has been staged, sanctioned by or played under the auspices of a Member Federation or a Competition Administrator.

Member Federation means the member of FA to which the Club falls under the jurisdiction of, as specified in Item 1.4 of the Specification.

Member Federation Rules and Regulations means the Member Federation's constitution and by-laws and the rules and regulations promulgated by the Member Federation from time to time.

National Anti-Doping Policy means the national anti-doping policy of FA relating to anti-doping rule violations and related matters as promulgated by FA from time to time (a current version of which can be obtained on the FA Website or on request).

National Code of Conduct and Ethics means the national football code of conduct and ethics as promulgated by FA from time to time (a current version of which can be obtained on the FA Website or on request).

Partners mean any entity that has a partnership agreement with a Football Administrator that relates to the Competition, including the Club's sponsors as specified in Item 1.7 of the Specification.

Payments means any amount payable to you by the Club in the amount and manner as specified in Item 1.5 of the Specification.

Term means the term of this Contract being the period specified in Item 1.6 of the Specification.

1.2 In this Contract:

(a) terms that are used but not defined have the meaning given to them in the National Registration, Status and Transfer Regulations;

(b) any use of the verb 'includes', or of words such as 'for example' or 'such as', do not limit anything else that is included in general speech; and

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(c) all notices must be in English, in writing and addressed to the parties at the address specified in the Specification or as otherwise notified.

1.3 If there is any inconsistency between a term of this Contract and a term of the Competition Rules, the term of this Contract prevails to the extent of the inconsistency.

2. SCOPE OF CONTRACT AND MUTUAL OBLIGATIONS

The Club and you agree:

(a) to comply with FA Statutes, including:

(i) the National Registration, Status and Transfer Regulations;

(ii) the National Code of Conduct and Ethics; and

(iii) the National Disciplinary Regulations;

(b) to comply with the Competition Rules and Member Federation Rules and Regulations;

(c) that you are employed under this Contract as a skilled football player on a casual employment basis (and that accordingly no annual, sick or other leave entitlements apply);

(d) that you will have main employment other than under this Contract or be undertaking education or training;

(e) to submit exclusively to the jurisdiction of the Grievance Procedure By-Law and to not attempt to resolve any Grievance in a court of law; and

(f) to comply with any special conditions specified in Item 1.9 of the Specification.

3. CLUB GENERAL OBLIGATIONS

The Club must:

(a) pay you the Payments in accordance with the Specification;

(b) comply with all federal/state income tax legislation in respect of PAYG tax deductions;

(c) if applicable under Australian legislation, pay superannuation contributions to a fund designated by you;

(d) supply all playing apparel (excluding footwear and goalkeeping gloves); and

(e) make deductions from your Payments only if authorised by you in writing or by operation of law.

4. PLAYER GENERAL OBLIGATIONS

4.1 You must:

(a) play football exclusively for the Club (subject to the National Registration, Status and Transfer Regulations);

(b) play football in the Matches in which you are selected at the dates, times and venues nominated by the Club;

(c) play all Matches to the best of your ability and skill and in accordance with the Laws of the Game;

(d) wear playing apparel as provided by the Club when performing your obligations under this Contract;

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(e) punctually attend all Matches and official training sessions and functions; and

(f) comply with all reasonable directions of the Club in relation to transport and behaviour and dress when making any public appearance for the Club.

4.2 You must not enter into any contract during the Term that would affect your ability to perform your obligations under this Contract.

4.3 You agree not to bring any claim or proceeding against any Football Administrator for any damage, loss, injury or liability you may suffer while participating in football, including playing in a Match or with a Representative Team. Except for liability that by law cannot be excluded, the Football Administrators exclude all liability to you in tort (including negligence), contract or bailment for acts or omissions of the Football Administrators and their employees, agents and contractors.

5. INJURY AND FITNESS

5.1 The Club must:

(a) provide a playing, training and travelling environment that is free of any unreasonable risk to your health and safety;

(b) ensure reasonable medical facilities are available at each home Match; and

(c) continue to pay your Payments while you are injured if your injury was sustained out of or in the course of your casual employment with the Club.

5.2 The Member Federation must provide you with insurance to cover any injury sustained while participating in football activities for that Club in the scope and coverage as prescribed by that Member Federation. A copy of the insurance policy must be provided by the Member Federation on request, including applicable benefits (such as death and capital benefits, loss of income and non-Medicare medical expenses), exclusions, maximum benefits and deductibles.

5.3 You must:

(a) make full, complete and ongoing disclosure to the Club of any physical condition you are aware of, or any injury or illness you may suffer, that might impair the performance of your obligations under this Contract;

(b) promptly submit to any fitness testing, medical examination or other testing in relation to your health and fitness as a professional footballer that the Club may reasonably require; and

(c) provide samples for drug testing whenever you are required to do so under the National Anti-Doping Policy.

5.4 Subject to the National Anti-Doping Policy, your medical details and the results of any drug tests must be kept confidential by the recipient of that information.

5.5 Football Administrators strongly recommend you maintain private hospital and medical benefits to cover those items not covered by that sports injury insurance.

6. MARKETING AND PROMOTION

6.1 You:

(a) grant Football Administrators the non-exclusive right to use your name or image in any medium for football marketing and promotional activities;

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(b) must respond to any request by the Club to participate in a promotional or game development activity, including personal appearances for sponsors or coaching clinics (provided you are able to attend and your expenses of participation are met); and

(c) must co-operate with the Club, the media (in particular the holders of any broadcast rights), sponsors or any other person reasonably required in relation to any promotional activity.

6.2 You must not:

(a) participate in any personal promotional activities if the products or business of that personal sponsor are in competition with the products or business of a Partner;

(b) use any FA or Club intellectual property rights, in particular any names, logos or playing apparel (other than in accordance with this Contract); and

(c) engage in any marketing or promotional activities that may bring a Football Administrator or the game of football into disrepute.

6.3 You are not obliged to participate in promotional activities if you (acting reasonably and in a bona fide manner) have:

(a) a moral or religious objection to any use that may be made of your image and have declared that objection; or

(b) work, education or personal commitments.

7. TERM, BREACH AND TERMINATION

7.1 This Contract starts on the date it is signed by you and continues for the Term, unless it is terminated earlier in accordance with this clause 7.

7.2 If a party thinks the other party may be in breach of this Contract, that party may initiate a Grievance in accordance with the Grievance Procedure By-Law.

7.3 You may terminate this Contract by giving written notice to the Club if the Club

(a) is in breach of any term of this Contract and fails to remedy that breach within fourteen (14) days after receiving written notice requiring it to do so; or

(b) suffers an insolvency event, including ceases to be able to pay its debts as they become due or enters into any arrangement with its creditors.

7.4 The Club may terminate this Contract by giving written notice to you only if you:

(a) are in breach of a material term of this Contract and fail to remedy that breach within fourteen (14) days after receiving written notice requiring you to do so;

(b) are found to be guilty of proven serious misconduct or otherwise in accordance with the FA Statutes (including the National Code of Conduct and Ethics) and/or the Member Federation Rules and Regulations; or

(c) consent in writing to that termination.

7.5 The Club must promptly provide FA and the Competition Administrator with a copy of any notice sent or received under this clause 7.

7.6 If a party disputes a notice of termination received in accordance with clause 7.3 or 7.4, that party may within seven (7) business days of receipt of that notice refer the purported termination to the Member Federation and this Contract will not be terminated until the Grievance Procedure By-Law has been exhausted or terminated.

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7.7 Clauses 2(e), 4.3 and 6.2(b), and each other clause required to make these clauses effective, continue to bind the parties after termination or expiration of this Contract for any reason.

8. GENERAL

8.1 This Contract:

(a) is governed by the law applicable in the territory in which the Club is located;

(b) is the entire agreement between the parties as to its subject matter;

(c) in relation to that subject matter, supersedes any prior understanding, representation or agreement between the parties, including any offers or letters of intent from the Club;

(d) or any right under this Contract, may not be assigned by the Club or you; and

(e) may be varied only by a document signed by both parties.

8.2 The failure by any party at any time to enforce any of its powers, remedies or rights under this Contract will not constitute a waiver of, or affect that party's rights to enforce, those powers, remedies or rights at any time.

If you agree to the terms specified in this Contract, please sign and date this letter and return the original to the Club. A copy will be sent to you for record keeping purposes.

Yours sincerely,

……
[Name of Relevant Officer of Club]
[Name of Club]

I, the Player, agree to the terms as specified in this Contract on the following date ……..

……	…….
Full Name of Player	Signature of Player
……..	…….
Full Name of Witness	Signature of Witness

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If you are under the age of 18 years, your parent or legal guardian must **also** sign below.

I, as the Player's parent or legal guardian, agree to the terms as specified in this letter and will use my best efforts to ensure compliance with this Contract on the following date ……...

……. Full Name of Parent	……. Signature of Parent
……. Full Name of Witness	……. Signature of Witness

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SPECIFICATION

Each item of this Specification must be completed in full and each page initialled by the Club and Player.

1.1 Club

[insert name, ABN and address for notices]

1.2 Competition

[insert name of competition the Club participates in]

1.3 Competition Administrator

[insert name of entity running the Competition, its ABN and address for notices]

1.4 Member Federation

[insert name, ABN and address for notices. If it is the same as Competition Administrator, write 'As above'.]

1.5 Payments

[*Note – in this section insert agreed payments (such as weekly payments, match payments, bonuses or allowances) for each year of the Term and specify the timing and manner of payment.*]

A. Salary

[*Note: Insert agreed salary (exclusive of superannuation and Match Payments (if applicable)) for the Term.*]

Salary:	$	(excl of superannuation)

The above Salary is calculated on the basis of the Player fulfilling the full Term of a XXX month contract period.

Salary will be paid on a …… [insert weekly/fortnightly/monthly] basis by direct deposit into the player's nominated bank account.

If superannuation is payable, it will be paid in accordance with clause 3(c) on or before the relevant legislative due date for such payment.

B. Match Payments (only if applicable)

Appearance fee per match:	$	(incl of superannuation)
Win bonus per match:	$	(incl of superannuation)
Draw bonus per match:	$	(incl of superannuation)

These Match Payments are listed inclusive of superannuation.

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These Match Payments (if any) are payable for Matches if the Player's name appears on the starting list as a starting player or substitute and will be paid on a …… [insert weekly/ fortnightly/ monthly] basis by direct deposit into the Player's nominated bank account.

[*Note: Insert any other Match Payments for each year of the Term.*]

1.6 Term

Start Date: .....

End Date: …… days after the Player's final Match of the year ……. [Maximum: 30 days].

1.7 Partners

[If applicable, Club to insert names of sponsors. If not applicable, write 'not applicable'.]

A Club must advise the Player of changes to its Partners from time to time.

1.8 Football Agent

[If applicable, insert Football Agent's full name and business name. If not applicable, write 'not applicable'.]

A Football Agent has been engaged by:

The Player	Yes	☐	*complete item 1.8(a)*
	No	☐	*complete item 1.8(d)*
The Club	Yes	☐	*complete item 1.8(b)*
	No	☐	*complete item 1.8(c)*

1.8(a)

I warrant that I have been engaged by the Player to act as Football Agent in respect of the negotiation of this Contract. I agree to comply with the FA Statutes.

…… ……
Name of Football Agent engaged by the Player
Name of Football Agent's Business

……
Signature of Football Agent engaged by the Player

1.8(b)

I warrant that I have been engaged by the Club to act as a Football Agent in respect of the negotiation of this Contract. I agree to comply with the FA Statutes.

…… ……
Name of Football Agent engaged by the Club
Name of Football Agent's Business

…….
Signature of Football Agent engaged by the Club

1.8(c)

I warrant that the Club has not engaged a Football Agent in respect of the negotiation of this Contract. I understand that the Club may be sanctioned pursuant to any applicable FA Statutes in the case of a breach of this warranty.

……
Signature of Club

1.8(d)

I warrant that I have not engaged a Football Agent in respect of the negotiation of this Contract. I understand that I may be sanctioned pursuant to any applicable FA Statutes in the case of a breach of this warranty.

……
Signature of Player

1.9 Special conditions

[Club must insert any and all additional terms or payments agreed, including sign on fee or retention fee, season or performance related bonuses, accommodation, motor vehicle, relocation costs or revenue share arrangements.

Note: these conditions cannot be inconsistent with any term of this Contract or the FA Statutes or Member Federation Rules and Regulations.]

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