

## NRR05 – Professional Player Contract – Football NSW Guide



The [FFA National Registration Regulations \(NRRs\)](#) provide that a player contract between a Club and a Professional must be in the form of the Professional Player Contract (Prescribed Form 05) (refer Clause 6.1(a) of the NRRs). The NRRs further provide that the body of the Professional Player Contract must **not** be amended.

Each item in the Specification schedule to the Professional Player Contract must be completed in full and each page initialled by the Club and Player. Please note that Conditions included in the Specification schedule cannot be inconsistent with any term of the Professional Player Contract, the FFA Statutes or Member Federation Rules and Regulations.

### 1.5 PAYMENTS

#### A. Salary

In this section, the parties should specify the Salary payable to the Player under the Contract. Please note the Salary excludes Match Payments which are dealt with in Item 1.5B.

The parties should clearly specify whether the amount stated as the Salary is the Player's weekly Salary (e.g. \$400 per week) or the total salary payable for the entirety of the Contract (e.g. \$8,800 for 22 Rounds or \$10,400 for 26 Rounds). In our experience, the parties to player contracts usually specify the Salary as the amount to be paid weekly.

In the updated version of the Contract, FFA has included the following paragraph:

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

Football NSW notes that this paragraph requires the parties to insert the Term of the Contract in terms of a number of months. This may, however, create some confusion or inconsistency with the "End Date" as set out in Section 1.6 (Term), which requires the parties to specify the "End Date" in terms of a specified number of days after the Player's final Match of the year.

It is our understanding that the "End Date" is to be expressed this way as when the Contract is entered, the parties will not know when the Club's final match will be as it will depend on whether the Club qualifies for the Championship Series and/or progress through to the latter stages of the FFA Cup.

In our experience, however, we have noticed that some Clubs will insert an actual date in the "End Date" section, for example, this may be the Final Round of the Premiership Series or the date of the Grand Final. Where the "End Date" is specified as the Final Round of the Premiership Series, the Clubs will usually then specify, Item 1.9 (Special Conditions) the payments that the Player will receive in the event the Club qualifies for the Championship Series.

On this basis, Football NSW suggests the parties leave the paragraph extracted above blank but ensure that the Contract is clear in relation to its "End Date"; either by stating the "End Date" as a specified number of days after the Player's final Match of the year (as is intended), or an actual date (e.g. 11 September 2019) and that the Contract is clear in relation to how the Player will be remunerated during the Championship Series, for participating in FFA Cup fixtures and the NPL Finals Series.

#### Superannuation

Please note that the amounts included in the Contract as Salary and Match Payments are stated as **exclusive** of superannuation.

Under clause 3(c) of the Contract, if superannuation is payable on any payment made to a player, the obligation to make that payment is on the Club and the amount payable is in addition to the Salary and Match Payments specified in the Contract.

## 1.6 TERM

Please note that it is Football NSW's position that the parties are bound under the contract from the date specified at the top of the first page of the contract. This will generally be the date that the contract is signed by the parties.

The "Start Date" set out in Item 1.6 is the date from which the Club is liable to commence paying the Player the Payments sets out in Item 1.5 (Payments). The parties may enter a specific date or Round number from which Payments will start to be made.

The "End Date" field is discussed above. While the intention is that the parties will insert a specified number of days after the Player's final Match of the year as the "End Date", Football NSW recognises that this is not always practical.

## 1.9 SPECIAL CONDITIONS

Within the Special Conditions section, any additional payments such as the examples set out below can be included, however, these special conditions **cannot** be inconsistent with any term of this Contract, the FFA Statutes or Member Federation Rules and Regulations:

- Sign on Fee
- Retention Fee
- Motor Vehicle Allowance
- Travel Allowance
- Training Allowance
- Accommodation Costs
- Relocation Costs
- Season Bonus
- Performance Bonus

In this Item, the parties may also include additional terms such as:

- Sanctions for being absent from training
- Payments for Trial Matches / Cup Matches / Championship Series / NPL Finals Series (where not dealt with under Specifications Item 1.5)
- Provisions which allow the Player to trial or train with overseas or A-League Clubs.

### **NOTES:**

- Clubs / Players must **not** include terms within the Item 1.9 (Special Conditions) in relation to injury compensation which are inconsistent with clause 5 of the Contract, in particular, clause 5.1(c) which provides that a Club must continue to pay "Payments" (i.e. Salary and Match Payments) to a Player while injured if the Player's injury was sustained out of or in the course of the Player's casual employment with the Club.
- While Clubs / Players may include provisions for trialling or training with overseas or A-League Clubs, once a Club agrees to the Mutual Termination of the Contract in order to allow the Player to trial/train, if that Player then decides not to play for the overseas or A-League Club, Football NSW generally does not regard the Player to be in breach of the Contract as the Contract was Mutually Terminated. In such cases, Clubs may however wish to seek their own independent legal advice.
- Clubs / Players must submit the Mutual Termination Form to Football NSW once it is signed by both parties, as Football NSW is required to process all Mutual Terminations.
- Clubs / Players should be aware of the responsibilities and obligations as outlined in the [FFA Code of Conduct](#) (specifically Clause 6.2 and 6.3), which specifically refer where Clubs can discipline Players on a Professional Contract and disciplinary sanctions that can be imposed.