

STANDARD PROFESSIONAL CONTRACT - IRISH FOOTBALL ASSOCIATION

PART 2 – TERMS AND CONDITIONS



Part 1

This Agreement will be read in conjunction with Part 1.

Duration

1. 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 will terminate automatically without the need for further notice. The minimum length of a contract shall be from its effective date until the end of the season, while the maximum length of a contract shall be five years. Players under the age of 18 may not sign a professional contract for a term longer than three years. Any clause referring to a longer period shall not be recognised.
2. The Parties acknowledge that this Agreement is subject to the Irish FA Rules as amended from time to time. The application of those Rules shall not be exclusive of any other rights or remedies available to either party under applicable law.
3. The Parties acknowledge that both parties have an equal right to negotiate an extension to or the termination of the agreement at any date.
4. No employment with a previous employer shall count as part of the Player's continuous period of employment with the Club.
5. There is no probationary period applicable to the Player's employment.

Player Obligations

6. The Player shall serve the club as a professional Player and report to the First Team Manager, or to an alternative person nominated by the Club in writing from time to time.
7. The Player agrees to play to the best of their ability in all football matches in which they are selected to represent the Club. In accordance with all lawful instructions given by the Club, the Player shall attend all matches, training sessions, travel, recovery sessions and any other duties or activities reasonably required as a professional footballer, including any matches arranged or re-arranged by the League or the organiser of any other competition in which the Club competes and any associated training sessions, at any reasonable place and time as directed by the Club.
8. The player shall obtain and at all times maintain the appropriate permission to work in the United Kingdom (the "UK". Where such permission has not been obtained at the date of signature, this Agreement and the Player's employment shall not take effect unless and until such permission is granted, and the Club shall have no obligation to commence employment or make any payment until satisfactory evidence of the Player's right to work has been provided. The Player shall promptly provide original documentation upon request and immediately notify the Club if the Player ceases to be entitled to work in the UK, failing which, or if such right is refused, revoked, or lapses, the Club may suspend the Player without pay and/or terminate this Agreement with immediate effect without liability (save for accrued rights).
9. The Player shall not participate in any other sporting or athletic activity or practice of any kind that might endanger their health and fitness without the express written permission of the Club, such permission not to be unreasonably withheld. The Player shall do everything necessary to get and keep themselves in the best possible condition so as to render the most efficient service to the Club. For the avoidance of doubt, this restriction shall not apply to the Player's participation in representative matches and related training activities in circumstances where the Player is released pursuant to Clause 31.
10. The Player represents and warrants that, to the best of their knowledge and belief, they have disclosed to the Club, as at the commencement of this Agreement, all current injuries and medical conditions, together with any planned or medically recommended procedures of which the Player is aware, which may materially affect their ability to perform their obligations under this Agreement.

The Player acknowledges that such disclosures, together with the results of any medical examinations, assessments or enquiries carried out by or on behalf of the Club, form part of the basis upon which this Agreement has been entered into.

Any material failure by the Player to disclose, or any materially inaccurate or misleading disclosure, may constitute a breach of this Agreement and may result in the Club taking disciplinary action in accordance with its disciplinary procedure and/or exercising any other rights or remedies available to it, having regard to all relevant circumstances (including the extent to which the Club has carried out such medical examinations, assessments or enquiries prior to the commencement of this Agreement, the information reasonably available to the Player at the time, and whether the Player acted in good faith).

11. The Player shall play association football solely for the Club or as authorised by the Club as required under the Irish FA Rules.
12. 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. Irish FA Rules and the League Rules;
 - c. Club rules, policies and procedures.

13. The Player acknowledges that they shall be under the disciplinary control of the Club and Irish FA and that the Irish FA Rules are publicly available online and the Player should access them to fully understand their obligations under this Agreement.
14. The Player shall comply with any rules, policies and procedures reasonably established by the Club, a copy of which will be given to the Player at time of signing or otherwise notified to them. Any rules, policies or procedures provided by the Club do not form part of this Agreement and may be amended at any time. In the event of rules, policies or procedures being amended, the Player will be notified in writing in advance of the amendments taking effect. To the extent that there is a conflict between the terms of the Agreement and any rules, policies and procedures provided by the Club, this Agreement shall prevail.
15. 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 them) and shall not take part in any pastime or activity which may render such insurance void or voidable.
16. The Player warrants that they are not subject to any provision in any other contract (employment or otherwise) that would prevent their employment by the Club under the terms of this Agreement. The Player further warrants that they are not subject to any suspension or other such restriction that would prevent them from carrying out their duties in accordance with the terms of this Agreement.
17. The Player agrees that the Club may deduct from their remuneration any monies properly due to the Club, including fines imposed under the Club's disciplinary procedures. The Club shall notify the Player in writing of the amount and reason for any deduction before it is made. No deduction shall be made while any appeal against the fine or underlying decision remains pending. The Club shall provide the Player with a written record of all deductions made.

Club Obligations

18. The Club shall pay the Player the amounts set out in **Part 1** (Player Registration Key Terms) of this Agreement, unless otherwise specified in this Agreement. All amounts are stated gross, before PAYE and employee National Insurance deductions. Employer National Insurance contributions shall be borne by the Club and shall not be deducted from the Player's remuneration.
19. The amounts and benefits set out in **Part 1** (Player Registration Key Terms) of this Agreement shall constitute all contractual payments and benefits to which the player is or may be entitled from the Club. In the event of any dispute, the payments and benefits set out in the Key Terms shall be conclusively deemed to be the full entitlement of the Player.
20. The Club shall provide the Player with a payslip on a weekly, fortnightly or monthly basis as indicated in **Section 4** of the Player Registration Key Terms with details of their salary and any deductions. Deductions in respect of income tax and national insurance will be made via PAYE.
21. The Club will maintain in respect of the Player the following records: (a) The Player's name and the remuneration received by the Player; (b) All deductions made from the Player's remuneration and the reasons for such deductions; (c) All matches that the Player was requested to attend by the Club.
22. If, during the term of this Agreement, a player transitions into a different age bracket for the purposes of national minimum wage rates, or if the national minimum wage rates increase, the Club shall immediately adjust the player's salary to ensure compliance with the new applicable national minimum wage rates.
23. 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. The Player may opt out of the Club's pension arrangements in accordance with applicable legislation by notifying the Club promptly in writing.
24. Other than as set out in this Agreement, there are no further benefits applicable to the Player's employment save that the Club may provide reasonable, temporary and discretionary benefits connected to the Player's role as a professional footballer under any bona fide sponsorship or commercial arrangement of the Club, which may be withdrawn at any time or shall cease automatically on the expiry or termination of the relevant sponsorship or commercial arrangement. Any such sponsorship or commercial benefit shall not be retained by the Player, shall not include any gift, cash payment or asset transferred permanently to the Player, and both parties agree that any such benefit shall not form part of the Player's remuneration or give rise to any contractual entitlement.
25. The Club shall observe and be subject to Irish FA Rules and the League Rules.
26. The Club shall provide the Player with Club rules, policies and procedures, 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.
27. The Club shall retain proper records of any injury suffered by the Player. These records shall remain confidential save as required by national or international regulations or as required by law. Following termination of this Agreement, the Club may retain such records only for so long as is reasonably necessary for legal, regulatory or insurance purposes, after which they shall be securely deleted or anonymised.
28. Upon the execution of this agreement, the club shall effect the registration of the Player with the Irish FA in accordance with the League Rules and Irish 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 Irish FA of such transfer.

29. 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.
30. 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.
31. The Club shall release the Player for the purposes of fulfilling the obligations in respect of representative matches for the Player's national association pursuant to the statutes and regulations of FIFA.
32. The Club shall at all times provide the Player with a training environment and programme commensurate with the Player's status as a professional player. The Player shall not be required to train in isolation from the first team or relevant squad without reasonable justification. The Club retains discretion to determine squad composition and training groups and may require the Player to train with a different group for sporting, tactical, disciplinary, behavioural, fitness, rehabilitation or other legitimate operational reasons, provided that the Player continues to receive appropriate training facilities, coaching and medical support.

Pregnancy, Maternity and Menstrual Health Protections for Professional Women's Football Players

33. Pregnancy, maternity and menstrual health protections for female players are set out in the FIFA Regulations on the Status and Transfer of Players (RSTP) and the Irish FA Professional Game Player Registration Regulations. These provisions safeguard players during pregnancy, maternity, and menstrual health-related absences, ensuring rights to leave, pay, return to play, and protection from discrimination or dismissal. The Club and the Player agree to comply with all such protections as required under these regulations.

Loan of Player

34. The Player and Club must both agree with regard to the loan of the Player to another Club. Any proposed loan of the Player must comply with the relevant applicable football regulations.

Place of Work and Hours of Work

35. The Player's normal place of work will be notified by the Club and be within Northern Ireland. The place of work may vary as the Club may reasonably require for the proper performance and the exercise of the Player's duties.
36. The Player agrees to travel within the UK or abroad as may be required for the proper performance of your duties during the term of this Agreement.
37. During the term of this Agreement, the Player shall not be required to work outside the UK for any continuous period of more than one month.
38. Due to the nature of professional football, the Player does not have fixed or regular hours of work and the Player's working hours will vary, including attendance at training sessions, matches and other football-related duties. The Player's working schedule shall be determined by the Club from time to time in accordance with the Club's training and fixture programme, which will be notified to the Player in advance, and may include evenings, weekends and public holidays. The Player acknowledges that their hours of work will vary and are not fixed.
39. The Player is engaged on a full-time or part-time basis as specified in the Player Registration Key Terms and is guaranteed ongoing professional engagement with the Club for the duration of this Agreement. The Player is guaranteed a salary as set out in the Player Registration Key Terms regardless of the number of hours worked in any pay period, subject to the requirements of national minimum wage legislation, reflecting the ongoing nature of the Player's professional obligations to the Club.
40. A Full-Time Professional Player engaged by the Club shall be available for all training, matches and football-related duties as determined by the Club from time to time. The club must ensure that a Full-Time Professional Player is not required to attend work on at least one day during each week of the term.

A Part-Time Professional Player shall not be required to attend more than four sessions in any one week inclusive of both training sessions and match commitments, each of which shall count as one session against the weekly maximum. The composition of those four sessions will vary from week to week depending on the Club's training and fixture schedule for that week. For the avoidance of doubt, all training and/or match commitments on the same day shall together constitute a single session for the purposes of calculating the weekly maximum.

For the purposes of this clause a week shall run from Monday to Sunday.

41. The Player's remuneration as set out in the Player Registration Key Terms is inclusive of all hours worked and the Player shall have no entitlement to additional payment beyond the agreed remuneration, subject always to the requirements of national minimum wage legislation. The Club shall at all times comply with its obligations under applicable working time legislation and shall not exercise its rights under this clause in a manner that is detrimental to the Player's health, safety or welfare.
42. Any permanent and material increase to the Player's established training commitment shall require not less than 28 days' written notice to the Player. The Player shall be entitled to raise a written objection to any such permanent variation within fourteen days of notification, setting out the reasons why compliance would cause them material personal difficulty, and the Club shall consider any such objection in good faith and use reasonable endeavours to find an alternative arrangement before the permanent variation takes effect. Where no reasonable alternative can be found the matter may be referred in accordance with the Rules of the Irish Football Association to the Player Status Committee for determination.

Illness and Injury

43. Any absence from work due to illness or injury shall be reported by the Player to the Team Manager as soon as reasonably practicable and the Player shall use the Player's best endeavours to notify the Club of the Player's expected date of return.
44. If the Player is unable to perform their duties under this Agreement due to illness or injury for any period up to seven calendar days, the Player must complete a self-certification form for absence. If the player's absence continues for more than seven days, the Player must obtain a medical certificate from a qualified medical practitioner stating that the Player is not fit for work, giving the reason. If the absence continues beyond the expiry of a certificate, a further certificate must be provided.
45. 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 advisors to the Club. The Club shall arrange promptly such prescribed treatment. The Player shall be entitled, at their own expense, to seek a second opinion from a suitably qualified independent practitioner of their choice. In the event of a material difference of medical opinion, the Club and the Player shall jointly appoint an independent third specialist, the cost of which shall be met equally by the Club and the Player, whose opinion shall be final and binding on the parties as to the matters referred.
46. If the Player is unable to perform any of their duties under this Agreement by reason of 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** sustained during training or match appearances on behalf of the Club, the Player shall be entitled to their full salary during any period of incapacity;
 - b. In the case of any **other** injury or illness, Statutory Sick Pay (SSP), if eligible. The rate and entitlement to SSP (including as to qualifying conditions and duration) shall be as prescribed by applicable legislation from time to time.

For the avoidance of doubt:

The Incapacity Period shall end when the Player is able to perform any of the obligations set out in **clause 7** of this Agreement. If there is any dispute as to the Player's ability to perform such duties the Club and the Player shall jointly appoint an independent medical specialist, the cost of which shall be met equally by the Club and the Player, whose opinion shall be final and binding on the parties as to the matters referred.

47. Any payment made to the Player in accordance with **clause 46** shall be inclusive of SSP to which the Player is entitled. Any further payments to the Player shall be made at the Club's absolute discretion. The Club reserves the right to withhold payment of any sums due under **clause 46** if the Player does not comply with the reporting requirements set out in this Agreement.
48. The Player shall give all necessary authorities for the release to the Club of their medical records and shall, upon reasonable request by the Club, make such records available within such timeframe as the Club may reasonably specify during the continuance of the Agreement. Where the Player is unable to comply within the specified timeframe, they shall notify the Club promptly and provide the records as soon as reasonably practicable thereafter.

Medical Insurance

49. Where a medical insurance arrangement is agreed between the Club and the Player, the Player Registration Key Terms shall record the terms of that arrangement, including the respective contributions of the Club and the Player where applicable. The Club shall provide the Player with a copy of the relevant insurance details or policy summary from time to time. The Club may change the insurance provider during the term of the Agreement, provided that the replacement policy offers a broadly comparable level of cover. Where no such arrangement is recorded, the Player shall have no contractual entitlement to medical insurance cover from the Club. For the avoidance of doubt, this shall not limit the Club's obligation to meet the reasonable costs of medical treatment as set out in **clause 50**.

Treatment Costs

50. Where no medical insurance arrangement is in place, or where such arrangement does not fully cover the costs of treatment, the Club shall be responsible for the reasonable costs of medical treatment required as a result of any injury sustained by the Player during training or match play, provided that such treatment is approved by the Club, such approval not to be unreasonably withheld or delayed. The Club's obligation under this clause shall continue for the duration of this Agreement.

Termination for Permanent Incapacity

51. 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 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 case the date on which the permanent incapacity is established by a physician whose appointment to carry out the medical examination has been agreed by the Club and the Player.

Holidays and Education

52. The Player is entitled to statutory minimum holiday days as required under Applicable Employment Law, such entitlement to be pro-rated, where appropriate. During any holiday days, the Player is entitled to the Player's regular salary.
53. 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, entitlement is calculated on a pro-rata basis rounded up to the nearest half day.
54. The Player must take their holiday days at a time or times and for such days to be agreed in writing in advance with the Club. When making a request for holiday days, the Player must take into account the Club's training schedule and, where a 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 days after the last league or knock-out competition match of the Club's first team in the relevant holiday year.
55. If the player has accrued but untaken holiday days, the Player will not be paid in lieu of untaken holiday days 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 holiday day of entitlement.
56. If, for any reason, the Player does not take all of the Player's entitlement to holiday in a holiday year, the Player shall not be entitled to carry forward any untaken entitlement except where the Player has been prevented from taking such leave due to sickness absence or any period of statutory leave (including, without limitation, maternity, paternity, adoption or parental leave), in which case any such entitlement shall be carried forward in accordance with applicable law.
57. The Player shall be given every opportunity compatible with their obligations under this Agreement to follow courses of further education or vocational training if he so desires. This includes participation in programmes offered by the Players' Union or other recognised educational institutions to help prepare for a career after football.
58. The Player's absence on International duty shall not be deemed as leave.

Other Paid Leave

59. The Player is entitled to statutory maternity, paternity, adoption, shared parental, parental or parental bereavement leave, as applicable, and in any event to no less than the minimum leave protections required under the FIFA Regulations on the Status and Transfer of Players. Where there is any inconsistency between applicable legislation and the FIFA minimum standards, the Player shall be entitled to the more favourable provision.
60. The Player is required to provide the requisite period of notice to the Club as required by law in respect of their intention to take statutory maternity, paternity, adoption, shared parental, parental or parental bereavement leave.
61. Subject to the relevant statutory eligibility requirements the Player is entitled to:
 - a. Statutory maternity pay;
 - b. Statutory paternity pay;
 - c. Statutory adoption pay;
 - d. Statutory shared parental leave pay;
 - e. Statutory parental pay;
 - f. Statutory parental bereavement pay.
62. The rate of statutory maternity, paternity, adoption, shared parental, parental or parental bereavement pay shall be as prescribed by applicable legislation from time to time, provided always that the Player shall receive no less than any minimum payment or other protection required under the FIFA Regulations on the Status and Transfer of Players. Where there is any inconsistency between applicable legislation and the FIFA minimum standards, the Player shall be entitled to the more favourable provision.

Public Relations, Media and Marketing

63. The Player hereby grants to the Club and any league, competition organiser or governing body in which the Club participates the right to use the Player's image, both individually and as a member of a squad in a Club or competition context, in connection with the promotion of the Club, any league or competition and their respective activities (including on social media channels and in matchday programmes), and for such other promotional purposes as may reasonably be required in connection with the promotion of the game, provided that:
 - a. The Player's photograph shall not be used to imply any brand or product endorsement by the Player; and
 - b. 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.
64. The Player may, save as otherwise mutually agreed, and subject to clauses 66, 70 and 71 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.
65. The Player shall, whenever circumstances permit, give to the Club reasonable notice of their intention to make any contribution to the media in order to allow representation to be made to them on behalf of the Club if it so desires.

66. The Player shall not knowingly or recklessly do, write or say anything, which is likely to bring the Club or the game of association football into disrepute, cause the Player or the Club to be in breach of the Rules or cause damage to the Club or its officers or employees or any match official.
67. The Player will make themselves available for such reasonable community relations and other promotional activities as may be required by the Club 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.
68. The Player shall not undertake promotional activities or exploit the Player's image if such activities conflict with the Club's commercial interests, except to the extent of any commitments already entered into by the Player as at the date of the Agreement or when on international duty in relation to the Player's National Association, UEFA or FIFA.

Integrity and Conduct

69. 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.
70. 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 Irish FA Rules or the League Rules.
71. The Player and the Club each undertake that they shall not make, publish or authorise any statement which is knowingly false or made maliciously or in bad faith and which is reasonably likely to damage the reputation of the other party, including (in the case of the Club) its officers, employees or representatives. Nothing in this clause shall prevent either party from making any statement in the course of legal proceedings, regulatory proceedings, or in asserting or enforcing any legal or statutory rights.
72. The Player acknowledges that they are responsible for the social media profiles and platforms that are used or controlled by the Player and that the provisions of clauses 66, 70 and 71 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).
73. Without prejudice to the Irish 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 or collectively bargained.

Anti-Doping

74. The Player and Club agree that:
 - a. the Anti-Doping rules of the Irish FA are the UK Anti-Doping Rules, published by UK Anti-Doping, as amended from time to time.
 - b. such rules shall take effect and be construed as rules of the Irish FA.
 - c. persons participating in the sport of association football under the jurisdiction of the Irish FA are bound by and must comply in all aspects with the Anti-Doping rules.
 - d. the Irish FA shall recognise and take all necessary steps to give full force and effect within its jurisdiction to the Anti-Doping Rules and to any sanction(s) imposed under Anti-Doping Rules.
 - e. The rules shall apply to all persons under the jurisdiction of the Irish FA for either (i) the length of the registration / membership period or (ii) 12 months from the date of registration/ membership/ participation, whichever is longer.

Confidentiality

75. 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 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 Irish FA Rules or League Rules;
 - c. in the case of the Player, to their duly appointed intermediary and/ or professional advisors or union representative;
 - 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

76. The disciplinary procedure set out in **Schedule 2** shall apply in relation to any breach or failure to observe the terms of this Agreement or any misconduct on the part of the Player including gross misconduct. The Club may suspend the Player on full pay pending investigation and hearing in any case where it considers suspension necessary.
77. The grievance procedure set out in **Schedule 3** shall be available to the Player in the event that the Player has any grievance in connection with their employment under this Agreement.
78. During any Disciplinary or Grievance Procedure, the Player shall be entitled to be accompanied by or represented by another member of the club's staff, a representative of the PFANI or a trade union official.

Termination

79. A contract between a professional and a club may be terminated upon expiry of the term of the contract or by mutual agreement.
80. Either party may terminate this Agreement at any time, it being acknowledged that any such termination shall be subject to the consequences provided for under the applicable regulations of the Irish Football Association and FIFA (including the FIFA Regulations on the Status and Transfer of Players), as amended from time to time. Nothing in this clause shall exclude or limit any rights or remedies available to either party under applicable law.
81. The Club may also terminate this Agreement without notice and with no liability to make any further payment to the Player other than in respect of amounts accrued and unpaid at the date of termination if the Player:
- is guilty of gross misconduct;
 - persistently breaches or fails to observe any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful direction of the Club. For the purposes of this Agreement, the Player shall be deemed to have committed persistent breaches where such breaches occur on three or more separate occasions, whether related, connected, similar or otherwise, following a written warning from the Club.
 - is convicted of any criminal offence (other than an offence under any road traffic legislation in the UK or elsewhere for which a fine or non-custodial penalty is imposed);
 - ceases to be eligible to work in the UK, except where such loss of eligibility arises as a result of the Club's act or omission;
 - is guilty of any fraud or dishonesty;
 - or commits any other conduct which the Club reasonably considers to be of an equivalent level of seriousness having regard to the nature of the Player's role and obligations as a professional footballer.
82. 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.
83. The Player shall 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 their employment.

Appeals

84. Either party may submit a dispute arising from termination of the contract to the Irish Football Association Player Status Committee by giving notice within seven days of receipt of the notice of termination, in accordance with the Rules of the Irish Football Association. The Player Status Committee shall determine whether termination was with or without just cause and the consequences arising therefrom. Any party dissatisfied with the determination may appeal to the IFA Appeals Committee in accordance with the IFA Rules, without prejudice to any rights available to either party under applicable law.

Where the Club imposes a disciplinary sanction other than termination the Player may appeal that sanction internally to the Club in accordance with the Club's internal disciplinary procedures as set out in Schedule 2. Without prejudice to any rights available to the Player under applicable law no further contractual appeal shall be available in respect of non-termination sanctions.

Data Protection

85. For the purposes of the Data Protection Act 2018 and the UK General Data Protection Regulation ("UK GDPR"), the Player acknowledges that the Irish 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 Irish 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 Irish FA's Privacy Policy which is available on the Irish FA's website.

Governing Law and Jurisdiction

86. This agreement shall be governed by and construed in accordance with the Laws of Northern Ireland.

Miscellaneous

87. 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.
88. The Player certifies that they have read, understood and agree 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 them in this Agreement is correct.
89. The invalidity of any clause within this Agreement does not affect the remainder of this Agreement.
90. Each Party agrees that this Agreement may be executed through the use of electronic signature (using an electronic signature platform) 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 Club from time to time.

Club: means the Club set out in **Section 2** of the Player Registration 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, trademarks, 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.

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

End Date: means the date specified as at the End Date in **Section 3 (Duration of Contract)** in the Player Registration Key Terms.

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

Gross Misconduct: means conduct by the Player that is so serious as to justify summary termination of this Agreement without notice, including but not limited to the following:

- a. theft or fraud involving the Club, its staff, other players or any third party connected with the Player's employment;
- b. deliberate damage to the Club's property of a serious or significant nature;
- c. match manipulation, whether direct or indirect, that compromises or is intended to compromise the integrity of any match or competition;
- d. other conduct which the Club reasonably considers to be of an equivalent level of seriousness having regard to the nature of the Player's role and obligations as a professional footballer.

Incapacity Period: has the meaning given in **clause 46**.

Irish FA: means Irish Football Association Limited.

Irish FA Rules: means the Rules and Regulations from time to time in force of the Irish FA and those of FIFA and UEFA to the extent that they relate or apply to the Player or the Club.

Player Registration 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 in the Irish 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) their obligations under **clauses 9 and 15** 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 Player Registration Key Terms.

2. Interpretation

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

- a. The singular shall include the plural and vice versa and any gender includes any other gender;
- b. References to person shall include any entity, business, firm or unincorporated association; and
- c. References to statutory enactments of the Irish 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 Player is subject to the Club's disciplinary rules and procedures. 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.

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 their request.

3. 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 about. If the Club deems it appropriate it may, by written notice, suspend the Player for up to 14 days to allow for an investigation to take place. If the Player is suspended, this Agreement will continue together with all the Player's rights under it, including payment of the Player's remuneration and benefits. An investigatory suspension shall not exceed 14 days initially, renewable by written notice in increments of 14 days where the investigation remains ongoing, provided that the total period of suspension shall not exceed what is reasonable in the circumstances. The Club shall review the need for continued suspension at each renewal and confirm the reasons in writing to the Player.

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 they 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. Investigatory suspension is not considered to be disciplinary action.

3.2 Disciplinary Hearing

Subject as provided in paragraph 3.2.2, no disciplinary penalty will be imposed without first giving the Player the opportunity to state their case to an appropriate officer(s) and/or employee(s) of the Club.

3.2.1 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 them and reasonable notice of the date and time of the hearing. At the hearing the Player will be given an opportunity to state their case either personally or through their representative, which may be another member of the club's staff, a representative of the PFANI or a trade union official.

3.2.2 A disciplinary hearing may proceed in the Player's absence and a disciplinary penalty may be imposed if they fail to appear at such hearing after having received appropriate notice thereof.

4. Disciplinary Penalties

At a disciplinary hearing, the Club may dismiss an allegation or, if it is proved to the Club's satisfaction, may:

4.1 give an oral warning, a formal written warning or a final written warning to the Player;

4.2 suspend the Player for a period of not more than 14 days. During any period of suspension, the Club shall be under no obligation to assign the Player any playing, training or other duties and shall be entitled to exclude the Player from the Club's premises including its ground and training ground. The Player shall continue to receive their full salary and contractual benefits during any period of suspension;

4.3 impose a fine not exceeding the amount of the player's basic wage for a period of up to two weeks;

4.4 in any circumstances which would entitle the Club to terminate the Agreement pursuant to any of the provisions at **clause 81**, terminate the Player's employment.

4.5 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 the termination of the Agreement under this Disciplinary Procedure in accordance with **clause 84**. The Player may appeal any other disciplinary penalty imposed by the Club under this Agreement only to the Club (Employer) in accordance with the Club's internal disciplinary procedures.

5.1.1 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 Club in the first instance. Where the grievance is not resolved informally the Player may raise it formally in writing setting out the nature of the complaint including any relevant facts, dates and names of individuals.
2. The Club shall acknowledge receipt of any written grievance within 5 working days and shall conduct a reasonable investigation. The Club shall normally invite the Player to a grievance meeting within 14 days of acknowledgement.
3. The Club shall normally notify the Player in writing of the outcome within 14 days of the grievance meeting.
4. 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 of appeal to the Club Secretary that he wishes the matter to be considered by the Club Board / Management Committee. 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.
5. The Player may be accompanied at any grievance meeting or grievance appeal meeting by another member of the Club's staff, a representative of the PFANI or a trade union official.