

GUIDANCE NOTES FOR FOOTBALL PLAYERS' NON-LEAGUE CONTRACT

These notes are intended to provide guidance on certain provisions of the non-league playing contract (“Contract”) as at April 2023. These notes do not alter the terms of the Contract, nor should they be treated as legal advice. If there is any inconsistency between the Contract and these guidance notes, then the Contract shall prevail.

For information, guidance notes on:

- **Sick Pay** can be found at Section 4 and Clauses 26-30
- **Permanent Incapacity** can be found at Clause 31
- **Termination** can be found at Clauses 32-38
- **Disciplinary/Appeals** can be found at Clauses 55-57 and 59

RELEVANT SECTION / CLAUSE	Guidance Note
PART 1 - KEY TERMS	
General	All Sections and boxes must be completed except for those marked with a double asterisk (**).
Section 1 Player Information	Insert the Player's: <ul style="list-style-type: none"> - Name - Home address - Place of birth – town, city and country - Date of birth - Last club and the national association of the club (e.g. England) - National insurance number If the Player has played outside of England, please also insert the name of the Player's last club outside of England. If the Player has not played outside of England, this box can be left blank.
Section 2 Club Information	Insert the Club's: <ul style="list-style-type: none"> - Name - County association to which the Club is affiliated - Home ground – name and address - Name, job title and email address of the person responsible for (i) administering the Contract; (ii) receiving notices. This person should be an authorised signatory as lodged with the member league (e.g. the Club Secretary or a director of the Club) If the Club is registered at Companies House, please also insert the following details as stated on Companies House: <ul style="list-style-type: none"> - Registered name - Registration number - Registered address If the Club has a regular training ground, please insert the name and address of the training ground. If the Club has no regular training ground, or the training ground is the same as the home ground, this box can be left blank.

RELEVANT SECTION / CLAUSE	Guidance Note
<p>Section 3</p> <p>Duration of Contract</p>	<p>Insert:</p> <ul style="list-style-type: none"> - The specific start date (e.g. 1 July 2023) - The specific end date (e.g. 30 June 2024) <p>In the Contract End Date box, Clubs can choose to add the words “or the date of the last league or knock-out competition match of the Club’s first team”.</p>
<p>Section 4</p> <p>Remuneration and Benefits</p>	<p>Insert:</p> <ul style="list-style-type: none"> - The Player’s gross weekly or monthly pay - The regular weekly or monthly payment date and the specific date of the first payment: <ul style="list-style-type: none"> o Example 1: 25th day of each month, with the first payment on 25 September 2023 o Example 2: Friday of each week, with the first payment on Friday 29 September 2023 <p>If the Club wants to insert any special provisions relating to Sick Pay for a Playing Injury, details can be inserted into the ‘Special Provisions’ box. Any special provision must be no less than the prescribed rate of Club Sick Pay for a Playing Injury (i.e. it must be at least six weeks or twelve weeks full pay determined by the Club’s league membership at the time the Playing Injury is sustained).</p> <p>If there are any other payment details, these should be inserted into the final box in this Section. For example:</p> <ul style="list-style-type: none"> - If the Club has any special bonus terms (e.g. goal bonus or appearance bonus) please insert details here. <p>Clubs should ensure that the wording in the final box is clear to both the Player and the Club. For example, an individual appearance bonus should confirm if it includes “starts” as well as “substitute” appearances, whether a certain number of minutes need to be played for an appearance to trigger the bonus, and what type of match an appearance bonus is paid for (e.g. first team only).</p>
<p>Section 5</p> <p>Working Hours and Location</p>	<p>Insert:</p> <ul style="list-style-type: none"> - Regular days and hours of work for both Match Days and Non-Match Days. This should include the Player’s regular hours for training sessions and matches. - For example: <ul style="list-style-type: none"> o Match Day: Saturday: 11am – 6pm o Non-Match Day: Tuesday: 6pm – 9pm o Non-Match Day: Thursday: 6pm – 9pm <p>Clause 6 of Part 2 provides the Club with the flexibility to require a Player to attend on any other dates where a fixture has been re-arranged (and any training session associated with that re-arranged fixture).</p>
<p>Section 6</p> <p>Intermediary Information</p>	<p>Insert “Yes” or “No” into the first box in this Section.</p> <p>If yes, please also insert the details of any intermediary involved, including:</p> <ul style="list-style-type: none"> - Name - Intermediary Registration Number - Signature

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<p>Section 7</p> <p>Supplemental Provisions</p>	<p><u>Option to Extend</u></p> <p>A suggested “Option to Extend” clause has been included. Clubs may use their own clauses or amend the existing wording if appropriate, provided it is compliant with FA Rules and League Rules.</p> <p>Where an option is included, Clubs must ensure that the option complies with the requirements of FA Rule C.</p> <p>As per FA Rule C:</p> <ul style="list-style-type: none"> • Subject to the point below, a Contract cannot include an option which, if exercised, would result in the playing contract being extended for a period which is longer than the initial term of the Contract (e.g. an option to extend a one year contract by two years). • An option may only extend the Contract for a longer duration than the initial term of the Contract if the following applies: <ul style="list-style-type: none"> ○ The Contract is entered into after the start of the season but by no later than the first Monday in February; <u>and</u> ○ The option provides for the Contract to be extended for a period which is the same duration as the initial term of the Contract plus any further period that is required to ensure that the Contract expires at the end of the season. • The full terms of any option must be set out in the Contract. • As a result of the exercise of an option, the terms of the Contract (to include any guaranteed payments) must be the same or no less favourable overall than the terms of the player’s existing Contract (excluding any signing-on fees). <p>If a Club decides to use the template clause, Club to insert:</p> <ul style="list-style-type: none"> - “Yes” if an option is agreed - The option period, e.g. “One year” - The Player’s salary during the option period <p><u>Other Supplemental Provisions</u></p> <p>Clubs may also include any other bespoke terms with the Player. For example, Club sponsor obligations, relocation allowances, any arrangement relating to payment of intermediary fees/ commission or a player’s right to a sell on fee.</p> <p>Clubs should review and draft any bespoke terms carefully and ensure there is no inconsistency between any bespoke terms and either FA Rules or the remaining terms of the Contract.</p>
<p>Signature by Club</p>	<p>Authorised signatory to sign on behalf of the Club.</p> <p>Club to ensure that the witness is a third party, i.e. not the same person that is signing on behalf of the Club.</p>
<p>Signature by Player</p>	<p>Player to sign.</p> <p>Player to ensure that the witness is a third party, i.e. not the Player.</p> <p>If the Player is under 18, the Player’s parent or guardian should also sign the Contract. However, Clubs should be mindful that any player under 18 years old that has left school must either (a) be participating in an apprenticeship or traineeship programme (which the Contract is not), or (b) be in full-time employment for a minimum of 20 hours each week, and, participate in relevant training and education.</p>
<p>Signatures (General)</p>	<p>The Contract can be signed electronically using a recognised third-party provider (e.g. DocuSign)</p>

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PART 2 - TERMS AND CONDITIONS	
Clauses 1 – 4 Duration and Term	<p>Clauses 1 to 4 set out the Player’s employment with the Club and terms that are required to be included in an employment contract under Section 1 of the Employment Rights Act 1996.</p> <p>Any Club that wishes to exercise an option to extend the contract should comply with the process set out in FA Rule C.</p>
Clauses 5 – 15 Player Obligations	<p>Clauses 5 to 15 set out the Player’s obligations under the Contract, including training and match attendance obligations, compliance with rules, what the Player may do outside of his employment and confirmation as to the Player’s immigration status.</p> <p>The Player is required to attend all football matches that he is selected to play for the Club and any associated training sessions. Whilst the Player’s regular days and hours of work are set out in Section 5 of Part 1, if a match is re-arranged, the Player shall attend any re-arranged match or re-arranged training sessions associated with that re-arranged match.</p> <p>The Player may not participate in professional sporting or athletic activities without written consent from the Club. The Player may also not participate in any other sport or other activity that may endanger his health and fitness.</p> <p>Clubs should always consider FA Rules, League Rules and the remaining terms of the Contract before implementing any specific Club Rules for Players to follow.</p>
Clauses 16 – 25 Club Obligations	<p>Clauses 16 to 25 set out the Club’s obligations under the Contract, including the requirement to pay salary and pension contributions, the ability to make deductions, compliance with relevant rules and other clauses that are required under Section 1 of the Employment Rights Act 1996.</p> <p>All salary payments to the Player are subject to deductions for tax and national insurance contributions.</p> <p>All players that are eligible should be automatically enrolled into a pension scheme within the first three months of their employment.</p> <p>Employment Law requires an employer to confirm if an employee has any entitlement to “training”, whether that training is mandatory, and if it is paid for. The reference to “training” in Clause 25 is to training outside of the employee’s regular obligations to attend football training.</p>
Clauses 26 – 30 Illness and Injury	<p>Clauses 26 to 30 set out the Player’s notification requirements and entitlement to be paid if the Player is unable to train or play.</p> <p>For a “Playing Injury” (which is likely to include an injury that arises from football activity), the Player will receive full pay for the duration of his injury, unless the Club has inserted any special provisions in Section 4 of the Key Terms. Any special provisions must meet the minimum requirements of Club Sick Pay, which is either twelve weeks full pay (for Clubs playing in the National Division of the National League) or six weeks full pay (for any other Club). If there is any dispute as to the Player’s ability to play or train for the Club, the matter is to be determined by an independent medical examination.</p> <p>The minimum requirement of either twelve weeks or six weeks full pay is determined by reference to when the Playing Injury occurs, regardless of any change in the Club’s membership status during the relevant Playing Injury period.</p> <p>For a non-Playing Injury, if the Player is eligible, he will receive Statutory Sick Pay. Statutory Sick Pay is payable, when eligible, for up to 28 weeks (and includes any period of full pay). Further details on Statutory Sick Pay, including eligibility and when it should be paid can be found at https://www.gov.uk/statutory-sick-pay.</p> <p>A Player who is in receipt of either Club Sick Pay or Statutory Sick Pay shall resume being paid their usual salary as soon as the Player is able to play a match or attend training (i.e. the Player does not need to be ‘match-fit’). If there is any dispute as to whether the Player is able to play a match or attend training, the matter shall be determined by an independent medical examination</p>

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<p>Clause 31 Permanent Incapacity</p>	<p>Clauses 31 sets out the ability for a Club to terminate the Contract if the Player suffers from permanent incapacity.</p> <p>If the Player suffers from permanent incapacity, the Club may terminate the Contract by giving three months' notice (with an additional month's notice for each year or part year that the Player has been employed in excess of 3 years).</p> <p>Any notice of termination may be served by the Club at any time after either (a) the date on which the Player has been declared permanently incapacitated in a case where the Player suffers from incapacity within the terms of a league personal accident insurance scheme or (b) in any other case, the date on which the permanent incapacity is established by an independent medical examination</p>
<p>Clauses 32 – 38 Termination</p>	<p>Clauses 32 to 38 set out the requirements for both parties to be able to terminate the Contract.</p> <p>Any notice of termination must comply with League Rules. A copy of the notice should be sent by the terminating party to the League and The FA at the same time.</p> <p>A Club or a Player may appeal the termination by following the process in Clause 61. If the Club or the Player appeals the termination, the termination shall not take effect until the appeal has been decided.</p> <p>The Player and Club may mutually agree to terminate the Contract at any time. However, Players and Clubs should note the entitlement to statutory notice under the Employment Rights Act 1996.</p> <p>Upon valid termination of the Contract, the Player's registration shall be released.</p>
<p>Clause 40 – 45 Holiday and Education</p>	<p>Clauses 40 to 45 set out the Player's entitlement to holiday and holiday pay.</p> <p>All workers are entitled to receive 5.6 weeks' paid holiday each year (which can be pro-rated for those workers who work part-time with regular working hours). 5.6 weeks equates to 28 days for workers who work 5 days / week.</p> <p>Clubs cannot contract out of the Player's entitlement to paid holiday.</p> <p>Clubs can require Players to take their paid holiday during the close season.</p> <p>If a Player does not take holiday during the term of the Contract, the Player is entitled to be paid in lieu of any accrued but untaken holiday on termination or expiry of his employment.</p> <p>Whilst it will be a matter for Clubs to determine the amount of holiday or holiday pay that is due to a Player, a worked example for a Player who has regular working hours is provided as follows:</p> <ul style="list-style-type: none"> Player A trains or plays on 3 days/week for a total of 10 hours. Player A's entitlement to holiday for a full holiday year in days is 16.8 days (5.6 x 3) <u>OR</u> in hours is 56 hours (10/3 x 16.8).
<p>Clauses 46 – 48 Public Relations, Media and Marketing</p>	<p>Clauses 46 to 48 set out the requirements for the Player to engage in PR, media and marketing campaigns.</p>
<p>Clauses 49 – 53 Integrity and Conduct</p>	<p>Clauses 49 to 53 refer to the integrity and conduct obligations of both the Player and the Club.</p>
<p>Clause 54 Confidentiality</p>	<p>Clause 54 confirms the Contract is to be treated as confidential between the parties.</p>

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Clauses 55 -57 Disciplinary and Grievances	<p>Clauses 55- 57 refer the Player and Club to the disciplinary and grievance procedures that are set out in Schedule 2 and Schedule 3 of the Contract.</p> <p>A Player may appeal the outcome of a disciplinary sanction by following the process set out in Clause 59. Any sanction imposed by the Club shall not take effect until the appeal has been determined.</p>
Clause 58 Data Protection	<p>Data protection law requires organisations that collect and process personal data to notify the data subject of such collection and processing. This clause notifies the Player that their personal data may be processed by the Club and The FA.</p> <p>Each Club should make a privacy policy available to its players in order to comply with its obligations under data protection law. See the website of the Information Commissioner's Office for practical guidance.</p>
Clause 59 Appeals	<p>Clause 59 sets out the provisions that apply if a Club or Player wishes to appeal either: (a) the termination of the Contract, or (b) any fine or suspension imposed by the Club under the Contract.</p>
Clause 60 Governing Law and Jurisdiction	<p>Clause 60 confirms the laws and jurisdiction that apply to the Contract.</p>
Clause 61 – 65 Miscellaneous	<p>Clauses 61 to 65 are standard boilerplate clauses which are typical in a modern employment contract.</p>
Schedule 1 Definitions	<p>Schedule 1 sets out the definitions that apply within the Contract.</p>
Schedule 2 Disciplinary Procedure	<p>Schedule 2 sets out the Disciplinary Procedure that will apply to all disciplinary matters.</p>
Schedule 3 Grievance Procedure	<p>Schedule 3 sets out the Grievance Procedure that will apply to all grievance matters.</p>