

STANDARD FORM PLAYER CONTRACT – VERSION 2018

THIS AGREEMENT (“Agreement”) is made the 20..

BETWEEN:

- (1)(Company Registration No:.....) whose registered office is("the Club")

AND

- (2) whose address is ("the Player")

BACKGROUND

- A. Premier Rugby Limited (“PRL”) acting on behalf of all professional rugby clubs being shareholders of PRL has agreed with the Rugby Players Association (“the RPA”) to govern the relationship between professional rugby clubs and professional rugby players from time to time and this document is the standard form of player contract which has been approved by the Rugby Football Union (“RFU”).
- B. Should a Player be invited to join an England Senior, Saxons or U20s’ representative team the RFU will expect him to sign an agreement described as the Elite Player Squad (EPS) Player Agreement setting out his playing and commercial obligations whilst on England duty. Signature of this document will be a condition for a Player being selected to play for England representative teams by the RFU. The Player shall not enter into any other agreement with the RFU during the currency of this Agreement unless otherwise agreed by PRL and the Club.

THE PARTIES AGREE AS FOLLOWS:

1 STANDARD CONTRACT

- 1.1 The Club and the Player acknowledge that this Agreement is the standard form player contract as agreed between PRL and the RPA, and approved by the RFU (“the Standard Form”).
- 1.2 The Club and the Player agree that any variations in this Agreement from the Standard Form shall be identified in Schedule 4 and will be shown marked in this Agreement. A copy of this Agreement will be forwarded to PRL, or its nominated representative, within 28 days of the signing of this Agreement. PRL and the RPA will review all Schedule 4 variations on an annual basis, usually in November each year.

2 APPOINTMENT BY THE CLUB & CONDITIONS OF EMPLOYMENT

- 2.1 The Club shall employ the Player, and the Player shall serve the Club, subject to clause 8, as a professional rugby union player exclusively and entirely upon the terms and conditions specified in this Agreement and in the attached Schedules. The Player and the Club hereby agree to fulfil their obligations contained herein in good faith at all times.

- 2.2 The Player and Club by their signatures hereto confirm that the Player receives no remuneration for the provision of his services under this Agreement from the Club other than as set out in Schedule 1.
- 2.3 The Player's employment will commence on the Commencement Date and will terminate on the Termination Date specified in Schedule 1 to this Agreement unless terminated earlier under the provisions of this Agreement. No employment with a previous employer shall count towards the Player's continuous employment with the Club.
- 2.4 It is envisaged that the Player will be required to perform the majority of his duties at the Club's address at the head of this Agreement but it is in the nature of the employment that the Player will be asked to perform his duties under this Agreement at other various locations within and outside the United Kingdom.
- 2.5 The Club may require the Player to undergo a medical examination no later than 28 days (unless otherwise agreed by the Player) prior to the Commencement Date, to take place at an agreed time and venue ("Pre-Contract Medical Examination"). For the avoidance of doubt, this clause 2.5 shall not apply to renewals or extensions of this Agreement.
- 2.6 The Player shall use all reasonable endeavours to procure that the Club is provided with full medical records, and where practicable, no later than 7 days prior to the date of the agreed Pre-Contract Medical Examination referred to in clause 2.5 above.
- 2.7 If the Player does not pass the Pre-Contract Medical Examination to the reasonable satisfaction of the Club's medical expert and is unable to play rugby for the Club within 9 weeks of the Commencement Date ("9 Week Period") by reason of the same medical condition that caused the Player to fail the Pre-Contract Medical Examination, then the Club may terminate this Agreement by notice in writing with immediate effect upon expiry of the 9 Week Period. During the 9 Week Period the Player shall receive his full salary and benefits. For the avoidance of doubt, the Club will provide the Player with full medical support during the 9 Week Period in accordance with its obligations under this Agreement.
- 2.8 The Club's medical expert will certify in writing whether the Player has passed the Pre-Contract Medical Examination and, where the Player has failed the Pre-Contract Medical Examination, provide a full written explanation as to why the Player has failed no later than 3 days after the date of the Pre-Contract Medical Examination. In the event that the Player shall dispute the outcome of the Pre-Contract Medical Examination he shall be entitled to require the opinion of an independent medical expert, in which event the Player shall proceed in accordance with clause 10.3 below.

3 REMUNERATION & EXPENSES

- 3.1 The Club shall pay the Player the salary detailed in Schedule 1 of this Agreement and the salary shall be payable monthly in arrears on or before the last day of each month. For the avoidance of doubt such salary shall be no less than the applicable national minimum wage rate.
- 3.2 The Club will reimburse the Player all reasonable expenses properly incurred by him in or about the performance of his duties for the Club, and for any Loan Club in accordance with clause 8, under this Agreement in accordance with the Club's expenses procedures.
- 3.3 Subject to the obligation to pay no less than the applicable national minimum wage pursuant to clause 3.1 above, the Club shall be permitted to reduce the Player's salary or make deductions from salary as follows:

- 3.3.1 in the event of the Player being suspended pursuant to the RFU's Illicit Drugs Policy as provided in clause 6.10 below and the Player having a "strike" against him under the terms of such policy prior to the signing of this Agreement, in which case the Club may reduce the Player's salary by up to 80% during any period of suspension (without prejudice to the Club's right to terminate this Agreement pursuant to clause 11, below); or
 - 3.3.2 in the event that the Player shall be fined for failure to complete any Mandatory Education Programmes set by the Professional Game Board ("PGB") in accordance with RFU Regulations and where any appeal process shall have been exhausted, the Club may make appropriate deductions from the Player's salary to the extent of the value of and in order to pay any such fines on the Player's behalf; or
 - 3.3.3 make a deduction from salary following the issuing of any fine in accordance with the Club's disciplinary procedure and where any appeal process shall have been exhausted as set out at Schedule 3, to the extent of the value of such fine; or
 - 3.3.4 make a deduction from salary in the event that the Player owes any other sums to the Club for any reason, to the extent of the value of such sums.
- 3.4 The Player confirms that any of the above deductions shall amount to a lawful deduction for the purposes of the Employment Rights Act of 1996. The Player, for the avoidance of doubt, agrees that any fine which the Club pays on his behalf may be set off in whole or in part against monies otherwise due to the Player from the Club under the terms of this Agreement.

4 HOURS OF WORK & HOLIDAYS

- 4.1 Due to the nature of the employment there are no set hours of employment and the Player will make himself available to play and/or train on any day of the week, including Sundays and Bank Holidays, as required and notified to the Player in advance, subject to the Player's obligation to take at least one day's complete rest per week, such rest day to be directed by the Club, or the Loan Club as applicable.
- 4.2 The Player and the Club acknowledge that in normal circumstances (excluding summer tours with national teams or the British and Irish Lions) the Player should not play more than 2560 minutes in competitive rugby matches (excluding pre-season friendlies) during each season. The total playing time referred to in this clause shall be reviewed annually and any variation shall be agreed by PRL and the RPA and shall be notified in writing to the Club and the Player and shall take effect at the start of the following season.

Should the Player's competitive match time approach this limit, the Player and the Club shall meet to agree a resolution, consulting with, PRL and the RPA.
- 4.3 The Player shall be entitled to a minimum of 30 days' holiday (including weekends) per holiday year with pay, subject to clause 4.5 below, to be taken at such times as may be agreed with the team manager of the Club from time to time or his deputy (hereinafter defined as the "Team Manager") and, for the avoidance of doubt, the Team Manager shall have sole discretion in relation to the approval or otherwise of holidays during the playing season.
- 4.4 The holiday year shall run from 1 July to 30 June. Holidays shall accrue at the rate of 2.5 days per month. Holidays accrued but untaken during the holiday year may not be carried forward to subsequent holiday years, save where necessary to give effect to the Player's statutory entitlements.

4.5 The Player shall be entitled to have a minimum 2 week (14 days) continuous period of absolute rest away from the Club's facilities and any Club organised training (and such rest period shall form part of the Player's holiday entitlement set out at clause 4.3 above), and subject to clauses 4.6 and 4.7 below, such period of rest shall be taken immediately after the later of:

- a) the last competitive match of his club's season; or
- b) his last day of duty on any international summer tour for which the Player is selected;

and which shall be immediately followed by a minimum 3 week (21 days) continuous period of active rest. For the avoidance of doubt, during such period of active rest, the Player shall not be required to take part in any organised training sessions at or with the Club however the Player may voluntarily, (but without any obligation) use the Club's facilities during the period of active rest. Thereafter, formal training with the Club may commence.

Without prejudice to clause 4.7 below, any variations to this clause 4.5 proposed by the Club shall require the prior written agreement of the Player, PRL and the RPA to have effect.

4.6 Where the Player has joined the Club from:

- (i) another northern hemisphere club during the Club's "off" season, the Player's absolute rest period (followed by his active rest period) shall commence immediately after the last competitive match of his previous club's season or his last day of duty on any international summer tour for which the Player is selected, if later; or
- (ii) a southern hemisphere club, the Player's absolute rest period shall be as agreed between the Club and the Player.

4.7 Where the Player has been injured for more than 5 weeks immediately prior to the last competitive match of his Club's season the absolute and active rest periods referred to in clause 4.5 above may be varied if mutually agreed in writing by the Player and the Club.

4.8 In the event of termination of employment, a payment in lieu of any accrued untaken holiday entitlement will be made. In circumstances where the Player's contract is terminated pursuant to clause 10.6, if the Player has taken more holiday than has accrued at the date of termination he will repay the appropriate sum to the Club and agrees that this sum may be set off in whole or in part against monies otherwise due to the Player from the Club under this Agreement.

5 CLUB OBLIGATIONS

The Club will throughout the Term of this Agreement as set out in Schedule 1:

- 5.1 ensure that all relevant World Rugby ("World Rugby") Rules and Regulations, RFU Rules and Regulations, European Professional Club Rugby ("EPCR") Regulations, Club Rules, the Salary Capping Regulations and PRL, PGB or RFU Codes of Conduct and all relevant insurance policies are available to and for inspection by the Player at the Club premises;
- 5.2 fit out the Player for matches and training with such items of Playing Kit and Leisurewear, as defined and detailed in Schedule 2, as may be deemed suitable or necessary by the Club;

- 5.3 arrange where necessary for the provision of transport, accommodation and subsistence for the Player when engaged on the Club's business including but not limited to Promotional Activities as defined and detailed in Schedule 2;
- 5.4 ensure that proper medical personnel equipment and facilities are available at all matches and training sessions;
- 5.5 provide the Player with training facilities, professional coaching and training services and the opportunity to be trained and coached so as to enable the Player to maintain his form, health and high standard of physical fitness;
- 5.6 arrange promptly and pay for such treatment as may be prescribed by the medical or dental adviser to the Club in relation to injuries sustained in the performance of the obligations set out in clause 6. Such treatment shall be for a duration of up to nine months from the date of injury (or until a new contract has been obtained by the Player to play professional rugby or, in the case of the Player's retirement due to such injuries, to a level of health and fitness consistent with the nature and extent of the injury suffered. The obligation to provide such treatment shall continue to apply even if the Term of this Agreement expires after such treatment has been prescribed **PROVIDED** that the Club shall not be liable for the cost of any dental charges for injuries which arise in circumstances where the Player has failed to wear a mouth guard unless his failure to do so was upon advice from a dental practitioner;
- 5.7 use reasonable endeavours to ensure that all relevant insurance policies are provided through the arrangements organised by RPA, PRL and the RFU. The Club will provide details of these policies on request;
- 5.8 produce to the Player upon request full details of the insurance policies effected by it under the terms of this Agreement;
- 5.9 support education programmes and/or vocational training policies as agreed by the PGB from time to time;
- 5.10 provide the opportunity for the Player to meet with his RPA Personal Development Manager on at least two (2) occasions per season;
- 5.11 fully support the RPA's Personal Development Programme; and
- 5.12 subject to clauses 14 and 15 below, not at any time (whether during the Term of this Agreement or after its expiry) disclose any privileged or confidential information obtained during the Player's employment save to any professional advisers or in accordance with the requirements of the Salary Capping Regulations. For the purposes of this clause, confidential information is information however recorded relating to the affairs and finances of the Player for the time being confidential to the Player. The only other disclosure permitted shall be to the extent required by law or where such information enters the public domain other than as a result of a breach by the Club of its obligations under this Agreement.

6 PLAYER'S OBLIGATIONS

The Player shall throughout the Term of this Agreement as set out in Schedule 1:

- 6.1 not participate without the Club's express written authority in any recreational sport or activity that is likely to endanger his fitness or ability to train or play rugby for the Club;
- 6.2 not (save where permitted pursuant to clauses 8 or 9 below) train for or play rugby union or any other competitive sport for any other club, team, body or rugby organisation otherwise than for the Club unless:

- 6.2.1 he shall have prior written authorisation from the Club to do so; and
- 6.2.2 the applicable club, team, body, organisation or union concerned shall have accepted in writing, to the satisfaction of PRL, liability for loss of salary, medical costs or other associated costs caused by any injury sustained by the Player in the course of such participation;
- 6.3 attend all matches and training sessions, as and when required by the Team Manager, and Promotional Activities subject to the requirements of clauses 8 and 9;
- 6.4 make all reasonable endeavours to maintain his form and health and the high standard of physical fitness as reasonably laid down from time to time by the Club so as to be available for regular selection for matches provided that the Player shall not be under any obligation to make payments to third parties in meeting his obligations under this clause;
- 6.5 wear a suitably fitting mouth guard for all appropriate practices and matches (unless otherwise permitted by the Club following medical advice);
- 6.6 wear or use any relevant items of Playing Kit or Leisurewear supplied to him by the Club on and off the field when playing or training as a member of the Club and when engaged in the Club's business including Promotional Activities and comply with all lawful and reasonable instructions and directions of the Team Manager or someone authorised to act on his behalf. For the avoidance of doubt, the Player shall be permitted to enter into sponsorship or other agreements with a base layer and protective clothing manufacturer. However, should the Player wish to use any base layer or protective clothing which contains branding or other identifying colours or features which conflict with a Club sponsor, the Player shall only be entitled to wear such base layer or protective clothing providing that the branding or any other identifying colours or features are removed;
- 6.7 subject to agreed inter-club loan arrangements set out in clause 8 below, not provide to any other rugby union club services similar to those required to be provided under this Agreement and not to do anything that conflicts with the performance by the Player of any of his services under this Agreement provided that the above does not prevent the Player during the last six months of the Term from entering into an agreement that takes effect after the expiry of this Agreement;
- 6.8 at all times observe established standards of conduct both on and off the field using his reasonable endeavours to promote rugby union, its image, the Club and its interests; and not do or omit to do or permit to be done anything which is likely to damage rugby union (or the Club) or bring it (or them) into disrepute;
- 6.9 at all times comply with and observe all World Rugby Bye-Laws and Regulations, RFU Rules and Regulations, EPCR Regulations, the Salary Capping Regulations and PRL, PGB and RFU Codes of Conduct and the Heads of Agreement signed by the RFU and PRL and the Premiership Clubs, dated 16th October 2007, as amended (hereinafter referred to as the 'Heads') and any club rules;
- 6.10 comply with and agree to submit at any time upon request to a drugs test administered by UK Sport or such other person or body appointed by the RFU, 6 Nations, EPCR or any other authorised body whether in or out of competition and including any test pursuant to the RFU's anti-doping regulations or illicit drugs policy. If necessary, the Player further agrees to comply with any relevant 'whereabouts' or other testing programmes which he is notified that he must apply comply with. In the case of any conflict between this Agreement and any club rules the provisions of this Agreement shall prevail;

- 6.11 not at any time (whether during the Term of this Agreement or after its expiry) disclose any privileged or confidential information obtained during his employment save to professional advisers or the Salary Cap Manager. For the purposes of this clause confidential information is information however recorded relating to the affairs and finances of the Club for the time being confidential to the Club and trade secrets including without limitation know-how relating to the business of the Club. The only other disclosure permitted shall be to the extent required by law or where such information enters the public domain other than as a result of a breach by the Player of his obligations under this Agreement;
- 6.12 and for six months after the termination of this agreement comply at all times with the prohibitions and obligations set out in RFU Regulation 17 (Anti-Corruption and Betting). For avoidance of doubt, this includes obligations upon the Player not to bet, wager or gamble on any rugby union match or make to or receive from any person or organisation whatsoever a payment or other incentive as an inducement to influence the outcome of any element of a match except for such payments to be made by the Club to the Player as are specifically provided for in this Agreement;
- 6.13 in acknowledgment of the importance of the Salary Capping Regulations or any future equivalent or similar system in ensuring the financial viability of PRL Clubs and preserving a financially healthy and competitive Premiership competition, fully co-operate in the Salary Cap auditing exercise including meeting with the Salary Cap Manager (with an RPA representative in attendance if requested by the Player) and, when requested by the Salary Cap Manager:
- (i) without undue delay provide PRL, or any other person appointed by PRL to manage the Salary Capping Regulations (including any third party appointed by PRL), with copies of and/or access to all contracts, financial records, bank records, tax returns and other tax records, insurance records, email records and telephone records which the Salary Cap Manager, acting reasonably, and in good faith, believes are likely to be relevant to the Salary Cap auditing exercise ("Relevant Records"); and
 - (ii) consent to PRL, or any other person appointed by PRL to manage the Salary Capping Regulations, obtaining such Relevant Records from any other person or entity.

The provisions of sub-paragraph (i) and (ii) above will only apply in circumstances where the Salary Cap Manager has reasonable grounds (based on bona fide information and acting in good faith) to suspect a breach of the Salary Capping Regulations, and as part of the request the Salary Cap Manager shall have provided brief details to the Player explaining the reasons beforehand.

In exercising the rights set out in this clause, PRL and the Club agree that:

(A) a copy of any such request under (i), and/or (ii) above shall be provided on a contemporaneous basis to the Chief Executive of the RPA, subject to receipt by PRL of an undertaking by the Chief Executive of the RPA that all applicable data protection legislation in place from time to time will be complied with and the contents shall be kept strictly confidential and not disclosed to any third party in any circumstances (other than to the RPA's professional advisers in circumstances where the Player has sought the RPA's advice); and

(B) the provision of any Relevant Records shall be subject to receipt by the Player of an undertaking from PRL (including on behalf of any other person appointed by PRL to manage the Salary Capping Regulations) that all applicable data protection legislation in place from time to time will be complied with, that all such Relevant Records and the contents of the same shall (during and after any Salary Cap auditing exercise) be kept strictly confidential and not disclosed to any third party in any

circumstances and that all such Relevant Records and the contents of the same shall be used solely for the purposes of the Salary Cap auditing exercise;

- 6.14 meet with his RPA Personal Development Manager on at least two (2) occasions per season;
- 6.15 support education programmes and/or vocational training policies as agreed by the PGB from time to time;
- 6.16 fully support the RPA's Personal Development Programme; and
- 6.17 during any period as an EPS Player only conduct RFU and/or RFU sponsor (including partners and/or suppliers) related commercial or promotional appearances outside EPS release periods in accordance with the policy agreed by PRL with the RFU and the RPA. When such policy is agreed or amended, it will form part of this Agreement and the EPS Agreement and will be advised in writing to the Player. The RFU, PRL and RPA intend that this policy will be agreed prior to 31 March 2016.

7 REGISTRATION & PERMITS

- 7.1 Upon the execution of this Agreement the Club shall immediately use best endeavours to effect the registration of the Player with the Club under the RFU Registration Regulations in force at the time if he is not already so registered and the Player shall provide all necessary information to assist in such registration. In the event that registration is not achieved then this Agreement shall lapse and the Club shall not be liable for any damages.
- 7.2 Upon the execution of this Agreement the Club shall immediately use best endeavours to obtain a work permit if required. In the event that a work permit is not obtained where required, this Agreement shall lapse.
- 7.3 Subject to clause 8 below, during the Term of this Agreement as set out in Schedule 1 the Club and the Player shall use reasonable endeavours to maintain the registration of the Player with the Club PROVIDED that the Player may apply to the RFU for deregistration if the Player certifies in writing to the RFU that he is no longer under any contractual obligation to the Club. The Club shall use reasonable endeavours to maintain in force any applicable or relevant permits required by law. For the avoidance of doubt the selection of players to enable work permits to be renewed shall not constitute reasonable endeavours.

8 PLAYER SECONDMENT OR LOAN

- 8.1 The Club may, with the Player's prior consent, arrange for the Player to be seconded or loaned to any other Rugby Football Club ("the Loan Club") on a temporary basis for purposes consistent with the Player's duties under this Agreement. During any period in which the Player is seconded or loaned in accordance with this clause the Player shall continue to be bound by all terms of this Agreement except where such terms are wholly inconsistent with the secondment or loan. In addition, the Player shall, in relation to the Loan Club, maintain standards of performance and conduct consistent with the standards of performance and conduct required in relation to the Club in accordance with this Agreement. The Club will reimburse the Player all reasonable expenses properly incurred by him in or about the performance of his duties whilst seconded or loaned to the Loan Club, which shall include, but not be limited to, travelling to and from the Loan Club, in accordance with clause 3.2.
- 8.2 For the avoidance of doubt, the Player shall continue to receive his salary and all benefits during the period of any loan pursuant to this clause 8 including but not limited to pro rata holiday accrual, pension contributions and insurance provisions.

9 PLAYER RELEASE

- 9.1 The Club agrees to release any Player who is qualified for England, for England international matches and training periods agreed between the RFU and PRL in accordance with the Heads or, in the event of the termination of the Heads, World Rugby Regulation 9.
- 9.2 If the Player is not qualified for England, the Club hereby agrees to release the Player for international matches and training periods in accordance with World Rugby Regulation 9.
- 9.3 The Club will only agree to release the Player for any select or representative team other than for the Union for which he is qualified if satisfactory commercial terms have been agreed between PRL and the relevant organising body or bodies. Furthermore, it is accepted that the joint policy of insurance referred to at clause 5.7 will not be effective and all liability must be accepted by the relevant team organiser irrespective of whether any policy of insurance is in force.
- 9.4 For the avoidance of doubt the Player shall continue to receive his salary and all benefits during the period of any release pursuant to this Clause 9 including but not limited to pro rata holiday accrual, pension contributions and insurance provisions.

10 INCAPACITY

- 10.1 The Player shall immediately report any incapacity or sickness to the Team Manager and shall submit promptly to such medical or dental examination as the Club may reasonably require for the purposes of establishing whether the Player is able to play rugby for and/or train with the Club. The Player shall undergo such treatment as may be prescribed by the medical or dental advisers for the Club, subject to the Player reserving the right to obtain his own medical or dental advice at his own expense before undergoing any such treatment. In the case of dispute the parties agree to submit to the process set out in clauses 10.2 and 10.3 below.
- 10.2 Following an examination carried out in accordance with Clause 10.1 above, the medical or dental expert who carried out the examination shall if the Player so requests certify in writing within 3 days whether or not in their opinion the Player is incapacitated by illness, injury or accident from playing rugby for, or training with, the Club.
- 10.3 Within seven days of receipt of the written certificate of the Club's medical expert the Player will notify the Club whether he accepts the finding or whether he requires the opinion of an independent medical expert. Should the Player exercise this right, the following procedure shall apply:
 - 10.3.1 the independent medical expert shall be appointed by the parties jointly in writing or in the event of disagreement as to the identity of the independent medical expert by the President (or other acting senior officer for the time being) of the Royal College of Surgeons on the request of either party;
 - 10.3.2 the medical expert so appointed shall afford the parties the opportunity to make representations to him or her;
 - 10.3.3 the fees and expenses of the medical expert including the costs of the nomination shall be borne jointly by the Club and the Player;
 - 10.3.4 the decision of the independent medical expert shall (in the absence of manifest error) be binding on the parties.

- 10.4 Subject to clauses 10.6 and 10.7 below the Player shall continue to receive his full salary and benefits during an aggregate period of 9 months' incapacity arising from illness, injury or accident in any 12 month period. In respect of any further 3 month period of incapacity including for the avoidance of doubt any period of notice as provided for in clause 10.6 below ("Further Incapacity"), the Player shall receive 50% of his salary and benefits. Thereafter, any payment of salary or provision of benefits shall be at the Club's sole discretion. Should the Club not, following the Further Incapacity, restore the Player's remuneration to its pre-incapacity level, the Player shall be entitled to terminate this Agreement by serving 7 days' notice in writing.
- 10.5 The Club will ensure that it shall promptly communicate the details of any injury which affects the Player's ability to play rugby to the relevant insurance provider.
- 10.6 If the Player shall be prevented by any incapacity arising from illness, injury or accident from playing rugby for the Club for an aggregate period of 9 months in any 12 month period then the Club shall be entitled to terminate this Agreement by giving not less than 3 months' written notice to the Player provided that at the time of giving such notice:
- 10.6.1 the Player shall still be unable to play rugby for the Club due to illness, injury or accident;
- 10.6.2 the Player shall have been examined by a suitably qualified medical practitioner, who has been instructed by the Club and with whom the Player shall co-operate, no earlier than 7 days before the date on which the written notice is given ("the Medical Examination"); and
- 10.6.3 the Club and Player shall have received from the same suitably qualified medical practitioner, a certificate (the 'Original Certificate') dated not earlier than the date of the Medical Examination, stating that in their opinion the Player will be unfit to play rugby for a period of at least 28 days from the date of the Original Certificate ("the 28 Days"). Within 7 days of receipt of the Original Certificate the Player shall notify the Club whether he accepts the finding or whether he requires the opinion of an independent medical expert, in which event the Player shall proceed in accordance with clause 10.3 above. In these circumstances, all reasonable endeavours must be used to ensure that any further medical examination takes place before expiry of the 28 Days and the expert shall be instructed to express their opinion as to the fitness of the Player to play rugby during the 28 Days.
- 10.7 If the Player's absence shall be occasioned by the actionable negligence of a third party in respect of which damages are recoverable, then all sums paid by the Club shall constitute loans to the Player, who shall:
- 10.7.1 immediately notify the Club of all the relevant circumstances and of any claim, compromise, settlement or judgment which is made or awarded in connection therewith;
- 10.7.2 subject to 10.7.3, if the Club requires, refund to the Club such sum as the Club may determine, not exceeding the lesser of the amount of damages recovered by him in respect of loss of earnings and the sums advanced to him in respect of the period of incapacity; and
- 10.7.3 be entitled to deduct any reasonable legal and other expenses related to making such recovery prior to making any payment to the Club under this clause.
- 10.8 At any time during the Player's employment or thereafter, the Club shall provide to the Player within 7 days of the Player's written request:

- (a) a full copy of his medical and/or dental records held by the Club; and/or
 - (b) written confirmation of the aggregate number of days the Player is considered by the Club to have been incapacitated by reason of illness, injury or accident in the 12 month period up to and including the date of the written request.
- 10.9 In order to establish the duration of the Player's incapacity for the purposes of this Clause 10, no regard shall be had to any period in excess of three weeks during which the Player is required to wait in order to undergo any medical or surgical procedure in respect of an illness, injury or accident, provided that the Player has made himself readily available for any such medical or surgical procedure and/or the delay shall not be by reason of any medical advice or recommendation. For the avoidance of doubt, any waiting period of three weeks or less shall constitute a period of incapacity for the purpose of calculating the aggregate period of nine months set out at clauses 10.4 and 10.6.
- 10.10 The Player may, at any time, request an examination to be carried out by the Club's medical expert in order to help establish his fitness to play rugby for the Club. Such examination shall take place within 7 days of the written request from the Player. Following such examination, the medical expert who carried out the examination shall certify in writing within 3 days whether or not in his opinion the Player is incapacitated by illness, injury or accident from playing rugby for the Club. If the Player does not accept the findings of the Club's medical expert, then the procedure set out at clause 10.3 shall apply.

11 TERMINATION

- 11.1 The Club may terminate this Agreement:
- 11.1.1 if the Player is, guilty of a serious breach or material breach of the terms of this Agreement, on giving 14 days written notice to the Player, provided that the Club has first notified the Player in writing of the breach (if it is capable of remedy) and required a remedy within 14 days and the breach has not been so remedied;
 - 11.1.2 subject to Schedule 3, immediately, should the Player commit an act of gross misconduct being misconduct regarded by the Club as being so serious that it justifies summary dismissal (dismissal without notice where, for the avoidance of doubt, there is no entitlement to payment in lieu of notice) including but not limited to:
 - 11.1.2.1 conviction of a criminal offence which results in a custodial sentence;
 - 11.1.2.2 failing to submit to a drugs test or series of drugs tests or 'whereabouts' reporting (if required) or other testing programmes or failing a drugs test, (where "drugs test" includes (i) any drug test under any applicable anti-doping regulations and (ii) any drugs test, whether by means of urine, hair or blood sample or otherwise and as and when required by the RFU, for illicit substances);
 - 11.1.2.3 incapacity to perform his duties due to abuse of drugs or excessive consumption of alcohol or failure to maintain the high standard of physical fitness referred to in Clause 6.4 above;
 - 11.1.2.4 theft (from Club players, employees, members or a member of the public);

- 11.1.2.5 unauthorised possession of property of the Club or causing malicious damage intentionally to the property of the Club, its players, members or members of the public;
 - 11.1.2.6 being guilty of gross insubordination or conduct that has brought the Club or the game into disrepute; and
 - 11.1.2.7 any serious repeated breach or non-observance by the Player of any of the obligations contained in this agreement.
- 11.1.3 In accordance with clause 10.6 of this Agreement.
- 11.2 The Player may terminate this Agreement:
- 11.2.1 if the Club is guilty of serious or material breach of the terms and conditions of this Agreement, on giving 14 days written notice to the Club, provided that the Player has first notified the Club in writing of the breach (if it is capable of remedy) and required a remedy within 14 days and the breach has not been so remedied;
 - 11.2.2 immediately, if the Club, is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the Club under this Agreement) or compounds with or convenes a meeting of its creditors or has a receiver (which expression shall include an administrative receiver) or manager or an administrator appointed of its assets or ceases for any reason to carry on business or takes or suffers any similar action;
 - 11.2.3 in accordance with clause 10.4 of this Agreement;
 - 11.2.4 immediately should the Club exercise its right to reduce the Player's salary by more than 60% pursuant to clause 3.3 above.
- 11.3 Either the Club or the Player may terminate this Agreement forthwith if the Player is not registered to play for the Club within three months of the Commencement Date of this Agreement.
- 11.5 On the termination of this Agreement, save where otherwise agreed the Player shall immediately deliver to the Club or its authorised representative all notes, memoranda, records, correspondence, documents and all other material whatsoever relating to the business of the Club (and any copies of the same) and all motor cars, car keys, equipment, books, documents, and other property of or relating to the business of the Club which may be in his possession or under his power or control (and shall not retain any copies) and if the Player should fail to do so the Club is irrevocably authorised to appoint some person in his name and on his behalf to sign any documents and do any things necessary or requisite to give effect thereto.

12 DISCIPLINARY RULES & GRIEVANCE PROCEDURE

- 12.1 The Club's disciplinary and grievance procedures are set out at Schedule 3 to this Agreement. They form part of the Player's contract of employment with the Club.
- 12.2 If the Player has any grievance arising from his employment he should refer the matter to the Team Manager. If the matter relates to the Team Manager, the Player should address his complaint to the Club's CEO. If the matter is not resolved by the Team Manager (or Club's CEO as appropriate), the Player may appeal in writing

within 14 days to the Disciplinary Committee (as defined in Schedule 3). The Disciplinary Committee shall afford the Player a reasonable opportunity to address the Disciplinary Committee in connection with the grievance before any decision is taken. Any appeal from such decision shall be to the Appeal Committee in accordance with the Club Disciplinary procedure set out in Schedule 3 of this Agreement.

- 12.3 If the Player breaches any obligation contained in this Agreement the procedure set out in Schedule 3 should apply.

13 TRADE UNION

- 13.1 This Agreement has been negotiated with the involvement of the RPA and the Club supports and approves the Player's membership of the RPA.
- 13.2 The Player authorises the Club subject to confirmation by the Player in writing to deduct and pay over to the RPA such amounts from his first monthly salary and thereafter on each such anniversary the amount of such membership contributions as shall be notified to the Club by the RPA on or around the 1st September of every year. The Player must give at least 3 months' notice to the Club should he no longer wish for the Club to make payments to the RPA.
- 13.3 The Player agrees to support the RPA whilst he is a member with a minimum of two appearances during each calendar year (save where otherwise agreed by RPA), over and above the promotional activities referred to in paragraph 3 of Schedule 2 of this Agreement. The dates of such appearances shall be agreed by the Player and RPA.

14 DATA PROTECTION

The parties are committed to protecting the privacy and security of personal information. Schedule 5 shall have effect with regards to the collecting and processing of personal data relating to the Player. The notice set out at Schedule 5 describes how personal information is collected and processed, in accordance with the General Data Protection Regulation 2018.

15 COMMERCIAL RIGHTS AND PLAYER RESPONSIBILITIES

Schedule 2 shall have effect.

16 THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall apply to this Agreement to the extent (but no more) set out in this clause. Any third party shall be entitled to enforce the benefits conferred on it by this Agreement including for the avoidance of doubts any rights the PRL shall have under clause 6.13 or otherwise.

17 GENERAL

- 17.1 Any notice or communication issued under the terms of this Agreement must be in writing in English and (i) delivered by hand, (ii) sent by recorded delivery mail or courier (iii) sent by email, to the address(es) set out at the outset of this Agreement or email address(es) notified to the other party, in each case marked for the attention of the other party (or to such other address(es) and/or addressee(s) and/or email address(es) as the party concerned shall from time to time designate to the other), except in the case of any notice or communication in respect of breach and/or alleged breach of this Agreement and/or any disciplinary and/or grievance matter or notice provided under clauses 2.7 or 10.6 and in respect of which (iii) shall not apply. Any such notice shall be deemed given at the time when personal delivery was made, or the notice was signed for by a representative of the recipient party; or if returned to sender marked 'unknown', 'gone away' or similar, on return of the notice to the sender (provided that the notice has been sent to the correct address), or, in the case of e-

mail, at the time the e-mail was sent to the correct e-mail address in the absence of any 'failure to send' or equivalent notification being received by the sender.

- 17.2 Save as expressly set out in this Agreement, neither party shall (without the prior consent of the other) assign, novate, charge, sub-licence or similar this Agreement and/or the benefit and/or burden of this Agreement or any of its provisions.
- 17.3 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
- 17.4 The failure to exercise or a delay in exercising a right or remedy provided by this Agreement or by any applicable law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any term of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement. No waiver shall be effective unless specifically made in writing and signed by a duly authorised officer of the party granting such waiver. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by any applicable law.
- 17.5 This Agreement and the documents referred to herein constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

18 APPLICABLE LAW AND JURISDICTION

English law is the law applicable to this Agreement and the courts of England shall have jurisdiction to settle any dispute which arise in relation thereto.

SIGNED

By:.....

For and on behalf of the Club

By

The Player

DATE.....

Statement by the Player's Agent (if applicable)

I hereby confirm that I have represented the Player in the negotiation of the terms of this Agreement.

SIGNED

Name;

Agents Registration Number (.....)

SCHEDULE 1

This Schedule sets out the terms of the Player's employment which are personal to the Player. The remaining terms and conditions of employment are as set out and agreed in the standard contract (of which this Schedule is a part)

1 Term

The duration ("Term") of the Agreement is from the Commencement Date to the Termination Date inclusive.

Commencement Date

Termination Date

There is no normal retirement age.

2 Continuity of Employment

For the purposes of continuity of employment, the Player's employment with the Club began on [date] and no prior service with any other employer shall count towards continuity of employment.

3 Salary

The Player will be paid £..... per annum subject to deductions for tax and national insurance in 12 equal monthly instalments on or before the last day of each month.

4 Agents Fees

Fees have been paid to the Registered Agents in the sum of £.....

5 Bonus (individual and team)

[Details to be added]

6 Benefits

The Player will benefit from relevant PRL/RPA/RFU personal accident policies which they intend to renew annually. If such policies are not renewed, then this benefit will cease.

7 Pension

[Insert terms]

No contracting out certificate pursuant to the Pensions Scheme Act 1993 is in force in respect of the Player's employment under this Agreement.

SCHEDULE 2

COMMERCIAL RIGHTS AND PROMOTIONAL ACTIVITIES

This Schedule explains the player image rights the Club and the Player will benefit from by virtue of the employment relationship between them. It is recognised that it is in the best interest of both parties that the exploitation of rights associated with the appearances of players for commercial purposes be properly governed so that the overall commercial viability of the game is enhanced for the benefit of all and no confusion arises between the parties as to what rights can be exploited by the Club and the Player acting individually or together with other players. Any rights not specifically dealt with in this Schedule shall be deemed to belong to the Player and he may exploit those rights as he sees fit subject only to the general provisions of this Schedule.

Whilst the Club and Players recognise that Schedule 2 represents the standard position in respect of image rights and promotional appearances, nothing in this Agreement shall preclude separate arrangements relating to the exploitation of additional rights on such terms and for such consideration as are agreed either within the context of the employment relationship or any other form of relationship such as an image rights company

Subject to the availability of the Player, such availability not to be unreasonably withheld by the Club, nothing in this Schedule or the Agreement shall preclude the Player whilst being a member of RPA from participating in, endorsing or supporting the activities, whether commercial or otherwise, of the RPA and, in particular, it is agreed that the Club shall release the Player for a minimum of 2 RPA events per year (save where otherwise agreed by RPA) on dates to be agreed by RPA.

DEFINITIONS

In this Schedule and in this Agreement the following terms have the following meanings:

“Image Rights” means those intellectual property rights belonging to an individual Player relating to his name, likeness, image, signature, logo, strapline, catchphrase, fame, notoriety, nickname(s), mannerisms, distinguishing characteristics and voice such rights arising out of or associated with personal appearances for the purposes described in this Schedule or otherwise relating to the Club. When referred to in the context of a team or squad, it means the collective Image Rights of the Players making up the team or squad, such collective Image Rights being vested in TER LLP in relation to England appearances. For the avoidance of doubt, subject to Clause 1.9 of this Schedule Image rights include Internet web site design and usage. Nothing in this Agreement shall have the effect of creating by contract or otherwise any performance rights individual to the Player in any sporting performance that is not provided for in English law.

“Leisurewear” means clothing and footwear (excluding rugby boots) other than Playing Kit.

“Playing Kit” means all playing and training kit and/or clothing including rugby shirts, shorts and socks, footwear (excluding rugby boots), tracksuits, sweatshirts, tee shirts, caps, scrum caps and other headgear, mouthguards, sports bags, or holdalls, rugby balls, sweatbands/headbands, towels, bandage supports, garters/tie ups base layer clothing, protective clothing and shin pads.

“Premiership Competitions” means all club competitions organised or approved by the RFU for the Premiership Clubs.

“Promotional Activities” means appearance at and participation in a reasonable number of reasonably located (in time and distance) promotional activities and public relations exercises relating to the Club as the Club may from time to time specify in accordance with this Schedule.

THE PARTIES AGREE AS FOLLOWS:

1 Grant of Licence for Club and other Promotional Activities

- 1.1 Subject to the terms of this Agreement and in particular clause 1.2 hereof, the parties acknowledge that the Image Rights of the Player belong solely and exclusively to him and may not be exploited by the Club or granted to any other third party without the express authority of the Player save as is provided in this Schedule.
- 1.2 Subject to clause 1.4 the Player acknowledges that he will be obliged to participate in a reasonable number of Promotional Activities and RPA activities and duties so as to enable the terms and conditions of the Clubs contracts entered into with any sponsor, licensee or partner to be fulfilled. The Player hereby licences his Image Rights to the Club for Promotional Activities subject to the terms set out below.
- 1.3 The Club may assign the benefit of such licence to PRL in order to promote PRL and Premiership Competitions for the benefit of such PRL partners as are notified to the Clubs and Players from time to time subject to the terms set out below.
- 1.4 These Promotional Activities will unless varied upward by agreement in Schedule 1 be limited to 20 hours per month (excluding reasonable travel) and may at the discretion of the Club include:
 - 1.4.1 Events organised by any sponsor or licensee of the Club;
 - 1.4.2 Interviews given to television, radio, press or magazine journalists, which in themselves shall not exceed 5 hours in any month;
 - 1.4.3 Visits by third parties to any matches training sessions or squad sessions of the Club;
 - 1.4.4 Benevolent and/or charitable activities including without limitation visits to schools hospital and charitable organisations.
- 1.5 Within the 20 hours per month specified in clause 1.4 above, the Player agrees to make himself reasonably available to Club approved photographers at photographic opportunities subject always to the conditions that any such photographic image and/or other depiction/representation of the Image Rights to be commercially exploited by the Club or sponsor, licensee and/or partner must contain a minimum of three Club players with each player employed by the Club having roughly equal prominence and provided that such usage does not imply any individual endorsement.
 - 1.5.1 By way of exception to clause 1.5, the Club and PRL shall have the right to exploit commercially the photographic image of a Club's team captain in an individual capacity but only in relation to ambassadorial work such as club tournament launches and promotions. Such a right shall extend to the commercial exploitation of the photographic image of an individual player for use on programmes, brochures and marketing collateral promoting the Club, provided that the relevant Player chosen is subject to regular rotation.
 - 1.5.2 Pursuant to clause 1.3 above, PRL shall have the right to exploit commercially the photographic image of a minimum of three players from the Premiership on a collective basis for the benefit of Premier Rugby partners.
- 1.6 At Promotional Activities the Player shall wear appropriate Playing Kit or Leisurewear as requested by the Team Manager or other appropriate Club official.
- 1.7 The Player shall follow all reasonable instructions given to him by the organiser of any event or activity to which the Promotional Activity relates.
- 1.8 The Player will conduct himself in an orderly and respectable manner suitable to the

relevant event or activity and any relevant audience.

- 1.9 Subject to clause 1.5.1 and 1.5.2 the Player's Image Rights may not without the express authority of the Player be used on any website or internet based or online enterprise operated by the Club or any third party on its behalf except as provided for in this Schedule or in Club team or squad profiles so long as the Player's profile is the same as or substantially the same in content and format as the profiles of at least three of his Club colleagues and that all such profiles are equally accessible to users of the website or other internet or online presence and no impression is given that the website or other internet presence is the "official" or "exclusive" website or other internet presence of the Player.

2 Player's Commercial Activities

The Player is free to pursue commercial activities on his own account subject to the following terms and conditions:

- 2.1 The Player must comply with the terms of this Schedule and the Agreement.
- 2.2 The Player must take all reasonable steps (to include contacting the relevant Club official) to ensure that any sponsorship, advertising or similar promotional activity undertaken by him will not conflict with the relationship between the Club and any Club sponsor or potential sponsor with whom the Club is currently actively in negotiation.
- 2.3 The Player shall have the non-exclusive right to use in the context of a web presence of the Player available over the Internet all archive material owned or controlled by the Club PROVIDED THAT:
- 2.3.1 This right is personal to the Player, although in the alternative it may be delegated to someone operating a web presence in the name of and with the authority from the Player;
- 2.3.2 Although the Club will not charge a rights fee in respect of such use, there may be handling or rights clearance fees to be paid to third parties;
- 2.3.3 The use of such material will be limited to 10 minutes in any 24 hour period;
- 2.3.4 The right will lapse 12 months after the expiry of this Agreement, or any subsequent playing agreement between the Player and the Club.

3 Restrictions on Player's Commercial Activities

The Player shall not make use of:

- 3.1 The Club name, Club logo, the name [.....] Rugby Football Club or [.....] RFC or any other use of the words "[.....]", "Club", "Rugby", and "Football" in conjunction with others, without the prior consent of the Club such consent not to be unreasonably withheld or delayed;
- 3.2 The Club insignia including but not limited to the [.....] logo without the prior written consent of the Club such consent not to be unreasonably withheld or delayed.

4 Player's Conduct Undertaking

In relation to any promotion of the Player by the Player or on his behalf to the public through whatever media (including in particular web sites or other Internet promotion) which is authorised and or controlled by the Player and/or his agents:

- 4.1 The Player undertakes that such promotion will not, so far as its content refers to the Player or the Club or any of the Club's other players, infringe any rules or regulations or any terms set out or referred to in this Agreement:
- 4.2 Such promotion shall not cause the Player or Club to be brought into disrepute, or the game of rugby football to be brought into disrepute;
- 4.3 Such promotion shall not damage or interfere with the commercial interests of the Club.

5 Other Provisions

- 5.1 Nothing in this Schedule 2 shall prevent the Club from entering into other arrangements additional or supplemental hereto or in variance hereof in relation to commercial rights and promotional activities with the Player from time to time. Details of the following shall be set out below:

- 5.1.1 any other such arrangements which have been agreed as at the date of the signing of this contract; and

- 5.1.2 any image rights contract(s), or similar, which have been, or are intended to be, entered into by the Club with an entity or entities which control the image rights of the Player.

- 5.2 (If applicable) The following arrangements additional or supplemental to the terms of this Schedule or in variance hereof in relation to commercial rights and promotional activities have been agreed between the Club and the Player:

[Set out summary of agreement(s) to include services to be provided and fees to be paid]

- 5.3 (If applicable) The following image rights contract(s), or similar, have been, or are intended to be, entered into by the Club with an entity or entities which control the image rights of the Player:

[Set out summary of image right contracts to include the identity of the image rights company(ies), the services to be provided and the fees to be paid]

SCHEDULE 3

CLUB DISCIPLINARY PROCEDURE

- 1 This procedure applies to all Players who should familiarise themselves with its provisions.
- 2 Where appropriate, the Club may deal with some issues by counselling or informal warnings to either correct a situation or prevent it from getting worse without having to use the disciplinary procedure.
- 3 In the event of a breach or an alleged breach by the Player of any obligation contained in this Agreement the Club's Disciplinary Committee ("the Disciplinary Committee") may take disciplinary action against the Player. The power to invoke the disciplinary procedure set out in this Schedule shall lie with the Team Manager, who shall also act to invoke the disciplinary procedure on instruction from the appropriate Club Official. At all times, the Club shall act fairly and reasonably in the conduct of any disciplinary action and shall observe the rules of natural justice.
- 4 The Disciplinary Committee will comprise of two appropriate Club officials and any two individuals nominated by the Player. The Club shall nominate one of its representatives to be the Chairman of the Disciplinary Committee who shall have a casting vote in the event of deadlock. For the avoidance of doubt, the Chairman of the Disciplinary Committee can seek legal advice on behalf of the Disciplinary Committee.
- 5 Any power of the Disciplinary Committee to take disciplinary action against the Player for any breach of this Agreement and any such disciplinary measures taken shall not prejudice or limit any other right or remedy which the World Rugby, the RFU may have in relation to such breach.
- 6 If the Club is of the reasonable opinion after conducting due investigation that a Player may have been in breach of any obligation contained in this Agreement the appropriate Club Official shall instruct that Player in writing to appear before the Disciplinary Committee. Such instruction shall specify allegations and evidence against the Player and indicate the date and time of the Player's appearance before the Committee. Where appropriate, the Club will send the Player any evidence prior to the hearing. The Player shall be entitled to be accompanied at the hearing by a colleague or either a RPA or other trade union representative of his choice ("the Representative") who shall be entitled to ask questions and address the Disciplinary Committee.
- 7 At the hearing the Player shall be required to answer any relevant questions put to him by the members of the Disciplinary Committee and to give such explanations for his conduct as the Disciplinary Committee shall require. The Player shall be given the opportunity to state his case to the Disciplinary Committee before any decision is taken and may provide the Disciplinary Committee with such documentary or other evidence as he thinks appropriate either before or at the disciplinary hearing.
- 8 In the course of the disciplinary hearing, the Disciplinary Committee may consider oral written or video evidence from third parties. In such a case the Player or the Representative shall, as far as practicable, be given a reasonable opportunity to cross-examine such witnesses and make representations as to the contents of written witness statements. The Player will also have a reasonable opportunity to invite his own witness(es) to attend the hearing to give evidence. The Player or the Representative shall also have a reasonable opportunity to examine and comment upon any other written or video evidence considered by the Disciplinary Committee.

- 9 The Chairman of the Disciplinary Committee shall be entitled to suspend its hearing for the purpose of investigating any matters put to the Disciplinary Committee by the Player or the Representative. Such a suspension shall last only for as long as shall be reasonably necessary to conclude an investigation.
- 10 After the conclusion of the disciplinary hearing, or within 48 hours of the disciplinary hearing where possible, the Disciplinary Committee shall consider the evidence and reach its decision. The Chairman shall inform the Player of the Disciplinary Committee's decision and the reasons for it. The same shall be communicated in writing to the Player within 5 Working Days (meaning Monday to Friday inclusive but excluding public holidays) of the Disciplinary Committee's decision. Where the Disciplinary Committee is satisfied that the case for disciplinary action is established, the Disciplinary Committee may take one or more of the following steps:
- 10.1 take no further action;
 - 10.2 caution or reprimand the Player, or issue an oral or written warning;
 - 10.3 impose a reasonable and proportionate fine upon the Player of up to a maximum of two weeks' net remuneration (excluding bonuses and benefits in kind) and which may be increased up to a maximum of four weeks' net remuneration (excluding bonuses and benefits in kind) solely in circumstances where the offence: (i) is an off field incident, and (ii) is a repeat offence of the same nature of the offence for which the Player has previously suffered a fine imposed by the Club during the preceding 2 year period. Any fine shall be payable by the Player by equal instalments over the remaining period of this Agreement or by equal instalments within 12 months from the date of such fine being imposed, whichever is the lesser period;
 - 10.5 suspend the Player with payment;
 - 10.6 terminate the Employment.
- 11 The warnings referred to in clause 10.2 will remain effective for the following periods:
- (a) recorded verbal warning – 6 months
 - (b) first written warning – 12 months
 - (c) final written warning – 12 months
- Two copies of a warning will be completed. One copy will be issued to the Player and the other will be retained on the Player's personnel file. The warning will expire after the appropriate period.
- 12 The Player shall have the right of appeal against any decision of the Disciplinary Committee. The appeal must be in writing and be lodged with the appropriate Club Official, within 5 Working Days of the Player's receipt of the written decision. The Player's notice of appeal shall set out the Player's grounds of appeal in full.
- 13 The appeal shall be heard by an Appeal Committee of the Club within 15 Working Days of the receipt by the appropriate Club official of the notice of appeal. The Appeal Committee shall be comprised of two appropriate Club Officials and any two individuals nominated by the Player. The Club shall nominate one of its representatives to be the Chairman of the Appeal Committee who shall have a casting vote in the event of a deadlock. The Appeal Committee shall have the power to confirm or reduce any penalty imposed by the Disciplinary Committee, and to overrule any finding made by the Disciplinary Committee. No member of the Disciplinary Committee shall sit as a member on the Appeal Committee. The Player and/or the Representative shall be entitled to attend at the hearing of the appeal and to make representations to the Appeal Committee before a decision is made. The Player shall be

notified of the decision of the Appeal Committee in writing within 5 Working Days of the appeal hearing. The decision of the Appeal Committee shall be final.

- 14 The Club and the Player recognise that there is often public and media interest in disciplinary procedures and their outcome. In order to protect the interests of both parties, the Club and the Player agree that any public announcement in respect of any relevant disciplinary proceedings will be confined to a statement to the effect that relevant disciplinary action has been taken or, in the case of a finding that the Player is not guilty of the alleged offence, a statement to that effect. Where the Club and the Player agree, a more detailed statement may be issued.
- 15 All proceedings, witness statements and records relating to any disciplinary matter will be kept confidential by both the Club and the Player.

1 CLUB GRIEVANCE PROCEDURE

The Grievance Procedure is intended as the means by which Players may formally raise a grievance, regarding any condition of their employment, heard by the Club. The Player has the right to be accompanied at any hearing or appeal by a trade union representative or colleague of his choice. In the event of a Player wishing to raise a grievance, it is preferable for the grievance to be satisfactorily resolved informally if at all possible. However, it is understood however that this is not always possible and that a formal procedure is required to ensure the swift and fair resolution of matters which aggrieve any Player.

Time scales are indicated to try to ensure that grievances are dealt with quickly, however these may be extended as reasonably required.

Informal Procedure - Stage 1

The Player's first step is to raise any grievance in writing with his Team Manager who in most cases, will be best placed to respond to his complaint. If the matter itself concerns the Team Manager, then the grievance should be taken to the Club's CEO.

Formal Procedure - Stage 2

- A If, the matter cannot be satisfactorily resolved under the informal procedure, the Player should raise the matter formally, in writing, with the Team Manager who will try to agree a satisfactory solution.

If the grievance is contested or needs to be investigated, the Team Manager will invite the Player to a meeting to discuss the grievance and will inform the Player of his right to be accompanied by a trade union representative or colleague. The Team Manager will confirm any decision or proposed action to the Player in writing within 5 Working Days of the hearing or, where no hearing has taken place, within 5 Working Days of the grievance being raised. If it is not possible to respond within the specified time period the Player will be given an explanation for the delay and told when a response can be expected.
- B If the matter is not resolved, the Player should raise his grievance in writing with the Club's Chief Executive Officer within 10 Working Days. The Chief Executive shall form a Disciplinary Committee and this Committee will invite the Player to a hearing within 10 Working Days of the receipt of the notice by the Chief Executive in order to discuss the grievance and will inform the Player of his right to be accompanied by a colleague or trade union representative. The Disciplinary Committee will confirm any decision or proposed action to the Player in writing within 10 Working Days of the hearing. If it is not possible to respond within the specified time period the Player will be given an explanation for the delay and told when a response can be expected.
- C If Player wishes to appeal the decision of the Disciplinary Committee, he should, within 10 Working Days appeal in writing to the Appeal Committee. The Appeal Committee will invite

the Player to attend a meeting and within 10 Working Days of that meeting will inform the Player of its final decision.

SCHEDULE 4

INDIVIDUAL CLAUSES VARIED

Clause Varied	Reason for variation

SCHEDULE 5

DATA PROTECTION FAIR PROCESSING NOTICE

WHAT IS THE PURPOSE OF THIS DOCUMENT?

The Clubs, RFU and PRL are committed to protecting the privacy and security of your personal information.

This privacy notice describes how we collect and use personal information about you during and after your working relationship with us, in accordance with the General Data Protection Regulation (**GDPR**).

The Club employs the Player and shall process personal information relating to Players. The Club is a data “controller” which means that the Club is responsible for deciding how we collect, hold and use personal information about you. We are required under data protection legislation to notify you of the information contained in this privacy notice. It is important that you read this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are aware of how and why we are using such information. References to ‘we’ refer to the Club.

PRL acting on behalf of all its shareholder clubs will govern the relationship between the PRL clubs and professional rugby players from time to time. In the course of its dealings with the Club it may therefore receive personal information from the Clubs, and process information as a separate data controller, to the extent that it makes independent decisions on the data provided to it, for its own processing purposes, such as for regulatory, reviewing player contracts and compliance reasons. When the PRL receive personal information about you from the Club, it shall only do so where the Club have a lawful basis to share such information with PRL, and will be subject to an appropriate data sharing arrangement.

DATA PROTECTION PRINCIPLES

We will comply with data protection law. This says that the personal information we hold about you must be:

1. Used lawfully, fairly and in a transparent way.
2. Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
3. Relevant to the purposes we have told you about and limited only to those purposes.
4. Accurate and kept up to date.
5. Kept only as long as necessary for the purposes we have told you about.
6. Kept securely.

THE KIND OF INFORMATION WE HOLD ABOUT YOU

We will collect, store, and use the following categories of personal information about you:

- Personal contact details such as name, title, addresses, telephone numbers, and personal email addresses
- Date of birth
- Gender
- Marital status and dependants
- Next of kin and emergency contact information
- National Insurance number
- Bank account details, payroll records and tax status information
- Salary, annual leave, pension and benefits information
- Start date / End date
- Location of employment or workplace
- Copy of driving licence
- Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process)
- Employment records (including job titles, work history, working hours, training records and professional memberships)
- Information contained in any forms completed by you
- Documentation in order to confirm your eligibility to play rugby within and for England, such as passport information, birth certificate, marriage certificate
- Compensation history
- Performance data (from games and training, including data gathered from technology, whether wearable or otherwise)
- Disciplinary and grievance information
- CCTV footage and other information obtained through electronic means such as swipecard records
- Information about your use of our information and communications systems
- Records of your interactions with us and/or your agent such as telephone conversations, emails and other correspondence;
- Photographs and videos captured during your employment (including but not limited to matchday, training and commercial events)
- Information pertaining to your whereabouts as required by RFU Regulation 20 (Anti-Doping)
- Information that we are required to obtain or that is disclosed to us pursuant to the RFU Regulatory and Governance Privacy Notice.

We may also collect, store and use the following “special categories” of more sensitive personal information:

- Information about your race or ethnicity, religious beliefs, sexual orientation and political opinions.
- Trade union membership, such as membership of the RPA or any other representative bodies
- Information about your health, including any medical condition, health and sickness records.
- Medical Information (including examinations, dates of examinations, medical advice etc.)
- Genetic information and biometric data
- Information about criminal convictions and offences

HOW IS YOUR PERSONAL INFORMATION COLLECTED?

We collect personal information about employees, workers and contactors through the application and recruitment process, either directly from candidates or sometimes from an employment agency or background check provider. We may sometimes collect additional information from third parties including PRL, RFU, RPA, data services, former employers, or other background check agencies, the electoral register and other publicly available sources.

We will collect additional personal information in the course of your activities throughout the period of your relationship with us.

HOW WE WILL USE INFORMATION ABOUT YOU

We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:

1. Where we need to perform the contract we have entered into with you.
2. Where we need to comply with a legal obligation.
3. Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.

We may also use your personal information in the following situations, which are likely to be rare:

1. Where we need to protect your interests (or someone else's interests).
2. Where it is needed in the public interest or for official purposes such as law enforcement.

Situations in which we will use your personal information

We need all the categories of information in the list above (see *The kind of information we hold about you*) primarily to allow us to perform our contract with you and to enable us to comply with legal obligations. In some cases we may use your personal information to pursue legitimate interests of our own or those of third parties, provided your interests and fundamental rights do not override those interests. The situations in which we will process your personal information are listed below.

- Making decisions about your employment
- Determining the terms on which you work for us
- Checking you are legally entitled to work in the UK
- Paying you and deducting tax and National Insurance contributions
- Providing any relevant employment benefits to you
- Liaising with your pension provider (if relevant)
- Complying with Rugby Football Union, World Rugby, Premiership and European Professional Club Rugby regulations including the Salary Cap Regulations and the Premiership Regulations
- Complying with and administering the minimum standards criteria
- Administering the contract we have entered into with you
- Business management and planning, including accounting and auditing
- Conducting performance reviews, managing performance and determining performance requirements
- Making decisions about salary reviews and compensation

- Assessing your eligibility or availability to play and take part in your duties and activities associated with your employment
- Gathering evidence for possible grievance or disciplinary hearings
- Making decisions about your continued employment or engagement
- Making arrangements for the termination of our working relationship
- Education, training and development requirements
- Dealing with legal disputes involving you, or other employees, players, other Clubs, PRL, RFU, workers and contractors and such other stakeholders, including accidents at work
- Ascertaining your fitness to play and/or perform your duties
- Managing sickness absence
- Complying with health and safety obligations
- To prevent fraud
- To monitor your use of our information and communication systems to ensure compliance with our policies
- To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution
- To conduct data analytics studies such as player wellness, retention and attrition rates
- Equal opportunities monitoring

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal information.

If you fail to provide personal information

If you fail to provide certain information when requested, we may not be able to perform the contract we have entered into with you (such as paying you or providing a benefit), or we may be prevented from complying with our legal obligations (such as to ensure the health and safety of our workers).

Change of purpose

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so unless there is another lawful basis on which we can process the data in question.

Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

HOW WE USE PARTICULARLY SENSITIVE PERSONAL INFORMATION

"Special categories" of particularly sensitive personal information (as set out above) require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal information. We may process special categories of personal information in the following circumstances:

1. In limited circumstances, with your explicit written consent.
2. Where we need to carry out our legal obligations and in line with our data protection policy.
3. Where it is needed in the public interest, such as for equal opportunities monitoring in relation to an occupational pension scheme, and in line with our data protection policy
4. Where it is needed to assess your working capacity on health grounds, subject to appropriate confidentiality

safeguards.

Less commonly, we may process this type of information where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public. We may also process such information about members or former members in the course of legitimate organisational activities with the appropriate safeguards.

Our obligations

We will process such information in the following ways:

- We will use information relating to leaves of absence, which may include sickness absence or family related leaves, to comply with employment and other laws.
- We will use information about your physical or mental health, or disability status, to ensure your health and safety in the workplace and to assess your fitness to play and perform your duties, to provide appropriate workplace adjustments, to monitor and manage sickness absence and to administer benefits.
- We may use your information for the purposes of counselling.
- We will use information about your race or national or ethnic origin, religious, philosophical or moral beliefs, or your sexual life or sexual orientation, to ensure meaningful equal opportunity monitoring and reporting.
- We will use trade union membership information to pay trade union premiums, register the status of a protected employee and to comply with employment law obligations.

Do we need your consent?

We do not need your consent if we use special categories of your personal information in accordance with the purposes set out in this notice, to carry out our legal obligations or exercise specific rights in the field of employment law. In limited circumstances, we may approach you for your written consent to allow us to process certain particularly sensitive data. If we do so, we will provide you with full details of the information that we would like and the reason we need it, so that you can carefully consider whether you wish to consent. You should be aware that it is not a condition of your contract with us that you agree to any request for consent from us.

INFORMATION ABOUT CRIMINAL CONVICTIONS

We may only use information relating to criminal convictions where the law allows us to do so. This will usually be where such processing is necessary to carry out our obligations and provided we do so in line with our data protection policy.

Less commonly, we may use information relating to criminal convictions where it is necessary in relation to legal claims, where it is necessary to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

We envisage that we will hold information about criminal convictions.

We will only collect information about criminal convictions if it is appropriate given the nature of the role and where we are legally able to do so. We will use information about criminal convictions and offences in the following ways:

- Disclosure and Barring Service Checks (formerly Criminal Records Bureau Checks).

We are allowed to use your personal information in this way to carry out our legal obligations such as to ensure safeguarding, safety and lawfulness to perform in particular roles.

AUTOMATED DECISION-MAKING

Automated decision-making takes place when an electronic system uses personal information to make a decision without human intervention. We are allowed to use automated decision-making in the following circumstances:

1. Where we have notified you of the decision and given you 21 days to request a reconsideration.
2. Where it is necessary to perform the contract with you and appropriate measures are in place to safeguard your rights.
3. In limited circumstances, with your explicit written consent and where appropriate measures are in place to safeguard your rights.

If we make an automated decision on the basis of any particularly sensitive personal information, we must have either your explicit written consent or it must be justified in the public interest, and we must also put in place appropriate measures to safeguard your rights.

You will not be subject to decisions that will have a significant impact on you based solely on automated decision-making, unless we have a lawful basis for doing so and we have notified you.

We do not envisage that any decisions will be taken about you using automated means, however we will notify you in writing if this position changes.

DATA SHARING

We will share your data between PRL, the Club, RFU and RPA, as well as other third parties, including third-party service providers, medical advisors and professional advisors, and other rugby stakeholders such as World Rugby, European Professional Club Rugby Limited, British and Irish Lions DAC, the Gambling Commission and UK Ant-Doping.

We require third parties to respect the security of your data and to treat it in accordance with the law.

We may transfer your personal information outside the European Economic Area.

If we do, you can expect a similar degree of protection in respect of your personal information.

Why might you share my personal information with third parties?

We will share your personal information with third parties where required by law, where it is necessary to administer the relationship with you or where we have another legitimate interest in doing so.

We will routinely share elements of your personal information between PRL, the Club, RFU and RPA as required for the purpose of furthering your contract with the Club. For example:

- We may share your basic contact information with the RPA to facilitate your membership of the RPA.
- Sharing personal information pursuant to World Rugby Regulations, Rugby Squad Medical advisors, Elite Hub and pursuant to additional applicable laws.

We will not share your medical information or performance data (from games and training, including data gathered from wearable technology) with any third party (including the RFU or other international union) unless (i) we obtain your explicit written consent (as may be contained in the RFU's Elite

Player Squad Agreement or equivalent) or (ii) it is needed to carry out our legal obligations and in line with our data protection policy or (iii) sharing the data is required to assess your working capacity on health grounds, subject to appropriate confidentiality safeguards.

Which third-party service providers process my personal information?

"Third parties" includes third-party service providers (including contractors and designated agents) and other entities within PRL, the Club and the RFU. The following activities are carried out by third-party service providers: payroll, medical professional, professional advisors, auditors, pension administration, benefits provision and administration, IT services.

How secure is my information with third-party service providers?

Our third-party service providers are required to take appropriate security measures to protect your personal information in line with our policies. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

What about other third parties?

We may need to share your personal information with a regulator or to otherwise comply with the law.

DATA SECURITY

We have put in place measures to protect the security of your information. Details of these measures are available upon request.

Third parties will only process your personal information on our instructions and where they have agreed to treat the information confidentially and to keep it secure.

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a legitimate need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality. Details of these measures may be obtained from **[Note: Insert name of representative]** by emailing **[Note: Insert email address]**.

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

DATA RETENTION

How long will you use my information for?

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you. When we end our professional relationship with you, unless there is a lawful basis for retention of your information, we will securely destroy your personal information.

RIGHTS OF ACCESS, CORRECTION, ERASURE, AND RESTRICTION

Your duty to inform us of changes

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your relationship with us.

Your rights in connection with personal information

Under certain circumstances, by law you have the right to:

- **Request access** to your personal information (commonly known as a “data subject access request”). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- **Request correction** of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- **Request erasure** of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).
- **Object to processing** of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes.
- **Request the restriction of processing** of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- **Request the transfer** of your personal information to another party.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact **[Note: Insert name of representative]** by emailing **[Note: Insert email address]**.

No fee usually required

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

RIGHT TO WITHDRAW CONSENT

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact **[Note: Insert name of representative]** by emailing **[Note: Insert email address]**. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

CHANGES TO THIS PRIVACY NOTICE

We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information. Where required, we will request additional consent for new processing activities, prior to undertaking such processing.

If you have any questions about this privacy notice, please contact [Note: Insert name of representative] by emailing [Note: Insert email address].

I, _____ acknowledge that on _____ (date), I received a copy of the above Privacy Notice and that I have read and understood it.

Player's Signature

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