No.

Form 13A

FA Copy	
League Copy	
Club Copy	
Player Copy	

PREMIER LEAGUE CONTRACT

AN AGREEMENT made the

Between ***CHELSEA UvT***

whose registered office is at
(hereinafter referred to as "the Club") of the one part and

MICHELE COLUCCI of a professional association football player (hereinafter referred to as "the Player") of the other part

WHEREBY it is agreed as follows:

1. **Definitions and Interpretation**

1.1 The words and phrases below shall have the following meanings:

"Agent" shall mean any person who represents negotiates on behalf of or otherwise acts for the Club or the Player (other than a solicitor giving professional legal advice only) in the context of either the registration or transfer of the registration of the Player or the employment and/or the terms of employment of the Player by the Club.

"Associated Company" shall mean any company which is a holding company or subsidiary (each as defined in Section 736 of the Companies Act 1985) of the Club or of any holding company of the Club.

"the Board" shall mean the board of directors of the Club for the time being or any duly authorised committee of such board of directors.

"Club Context" shall mean in relation to any representation of the Player and/or the Player's Image a representation in connection or combination with the name colours Strip trade marks logos or other identifying characteristics of the Club (including trade marks and logos relating to the Club and its activities which trade marks and logos are registered in the name of and/or exploited by any Associated Company) or in any manner referring to or taking advantage of any of the same.

"Club House" shall mean

"Club Rules" shall mean the rules or regulations affecting the Player from time to time in force and published by the Club.

"Code of Practice" shall mean the Code of Practice from time to time in force and produced jointly by the Premier League Limited and the PFA in conjunction with the FA.

"the FA Rules" shall mean the rules and regulations from time to time in force of the FA and including those of FIFA and UEFA to the extent they relate or apply to the Player or the Club.

"the FA " shall mean the Football Association Limited.

"FIFA" shall mean the Fédération Internationale de Football Association.

"Gross Misconduct" shall mean serious or persistent conduct behaviour activity or omission by the Player involving one or more of the following:

(a) theft or fraud;
(b) deliberate and serious damage to the Club's property;
(c) use or possession of or trafficking in a Prohibited Substance;
(d) incapacity through alcohol affecting the Player's performance as a player;
(e) breach of or failure to comply with of any of the terms of this contract

or such other similar or equivalent serious or persistent conduct behaviour activity or omission by the Player which the Board reasonably considers to amount to gross misconduct.

"Holiday Year" shall mean a period of twelve months from 1st July in one year to 30th June in the next year.

"Internet" shall mean the global network of computer systems using TCP/IP protocols including (without limitation) the World Wide Web.

"the Laws of the Game" shall mean the laws from time to time in force governing the game of association football as laid down by the International Football Association Board (as defined in the statutes of FIFA).

"the League" shall mean the football league of which the Club is a member from time to time.

"the League Rules" shall mean the rules or regulations from time to time in force of the League.

"Manager" shall mean the official of the Club responsible for selecting the Club's first team.

"Media" shall mean any and all media whether now existing or hereafter invented including but not limited to any print and/or paper medium broadcast satellite or cable transmission and any visual and/or audio medium and including but not limited to the Internet any television or radio channel Website webcast and/or any transmission made by any mobile or mobile telephony standard or technology or other media or broadcasting service.

"PFA" shall mean the Professional Footballers Association.

"Permanent Incapacity" shall mean either (a) "Permanent Total Disablement" as defined in the League's personal accident insurance scheme or (b) incapacity of the Player by reason of or resulting from any injury or illness (including mental illness or disorder) where in the written opinion of an appropriately qualified medical consultant instructed by the Club ("the Initial Opinion") and (if requested in writing either by the Club at any time or by the Player at any time but not later than twenty one days after receipt from the Club of notice in writing terminating this contract pursuant to clause 8.1) of a further such consultant approved or proposed by the Player (and in the absence of either an approval or proposal within 28 days of the request nominated on the application of either party by the President ("the President") for the time being of the Royal College of Surgeons) ("the Further Opinion") the Player will be unlikely by reason of such incapacity to play football to the same standard at which the Player would have played if not for such incapacity for a consecutive period of not less than twenty months commencing on the date of commencement of the incapacity **PROVIDED** that if the Initial Opinion and the Further Opinion disagree with one another then if the Further Opinion was given by a consultant nominated by the President it shall prevail but if not then a third opinion ("the Third Opinion") from a consultant nominated by the President may be obtained on the application of either party and that opinion shall be final and binding for the purposes of this definition.

"Player's Image" shall mean the Player's name nickname fame image signature voice and film and photographic portrayal virtual and/or electronic representation reputation replica and all other characteristics of the Player including his shirt number.

"Player Injury" shall mean any injury or illness (including mental illness or disorder) other than any injury or illness which is directly caused by or results directly from a breach by the Player of his obligations under clause 3.2.1 of this contract or of any other of his obligations hereunder amounting to Gross Misconduct.

"Prohibited Substance" shall have the meaning set out in the FA Rules.

"the Rules" shall mean the statutes and regulations of FIFA and UEFA the FA Rules the League Rules the Code of Practice and the Club Rules.

"Strip" shall mean all versions from time to time of the Club's official football clothing including shirts shorts socks and/or training kit track suits headwear and/or any other clothing displaying the Club's name and/or official logo.

"UEFA" shall mean the Union des Associations Européennes de Football.

"Website" shall mean a site forming part of the Internet with a unique URL/domain name.

1.2 For the purposes of this contract and provided the context so permits:

1.2.1 the singular shall include the plural and vice versa and any gender includes any other gender;
1.2.2 references to person shall include any entity business firm or unincorporated association; and
1.2.3 references to statutory enactments or to the Rules shall include re-enactments and amendments of substantially the same intent as the original referenced enactment or Rule.

1.3 The headings of this contract are for convenience only and not interpretation.

1.4 In the event of any dispute as to the interpretation of any of the provisions of this contract reference shall be made (where appropriate) for clarification to the Code of Practice but so that in the event of any conflict the provisions of this contract shall prevail. Subject thereto wherever specific reference to the Code of Practice is made in this contract the relevant terms and provisions thereof are deemed incorporated herein as if set out in full.

2. Appointment and duration

2.1 The Club engages the Player as a professional footballer on the terms and conditions of this contract and subject to the Rules.

2.2 This contract shall remain in force until the date specified in clause 2 of Schedule 2 hereto subject to any earlier determination pursuant to the terms of this contract.

3. Duties and Obligations of the Player

3.1 The Player agrees:

3.1.1 when directed by an authorised official of the Club:

3.1.1.1 to attend matches in which the Club is engaged;
3.1.1.2 to participate in any matches in which he is selected to play for the Club; and
3.1.1.3 to attend at any reasonable place for the purposes of and to participate in training and match preparation;

3.1.2 to play to the best of his skill and ability at all times;

3.1.3 except to the extent prevented by injury or illness to maintain a high standard of physical fitness at all times and not to indulge in any activity sport or practice which might endanger such fitness or inhibit his mental or physical ability to play practise or train;

3.1.4 to undertake such other duties and to participate in such other activities as are consistent with the performance of his duties under clauses 3.1.1 to 3.1.3 and as are reasonably required of the Player;

3.1.5 that he has given all necessary authorities for the release to the Club of his medical records and will continue to make the same available as requested by the Club from time to time during the continuance of this contract;

3.1.6 to comply with and act in accordance with all lawful instructions of any authorised official of the Club;

3.1.7 to play football solely for the Club or as authorised by the Club or as required by the Rules;

3.1.8 to observe the Laws of the Game when playing football;

3.1.9 to observe the Rules but in the case of the Club Rules to the extent only that they do not conflict with or seek to vary the express terms of this contract;

3.1.10 to submit promptly to such medical and dental examinations as the Club may reasonably require and to undergo at no expense to himself such treatment as may be prescribed by the medical or dental advisers of the Club or the Club's insurers;

3.1.11 on the termination of this contract for any cause to return to the Club in a reasonable and proper condition any property (including any car) which has been provided or made available by the Club to the Player in connection with his employment.

3.2 The Player agrees that he shall not:

3.2.1 undertake or be involved in any activity or practice which will knowingly cause to be void or voidable or which will invoke any exclusion of the Player's cover pursuant to any policy of insurance maintained for the benefit of the Club on the life of the Player or covering his physical well-being (including injury and incapacity and treatment thereof);

3.2.2 when playing or training wear anything (including jewellery) which is or could be dangerous to him or any other person;

3.2.3 except to the extent specifically agreed in writing between the Club and the Player prior to the signing of this contract use as his regular place of residence any place which the Club reasonably deems unsuitable for the performance by the Player of his duties other than temporarily pending relocation;

3.2.4 undertake or be engaged in any other employment or be engaged or involved in any trade business or occupation or participate professionally in any other sporting or athletic activity without the prior written consent of the Club **PROVIDED THAT** this shall not:

3.2.4.1 prevent the Player from making any investment in any business so long as it does not conflict or interfere with his obligations hereunder; or

3.2.4.2 limit the Player's rights under clauses 4 and 6.1.8;

3.2.5 knowingly or recklessly do write or say anything or omit to do anything which is likely to bring the Club or the game of football into disrepute cause the Player or the Club to be in breach of the Rules or cause damage to the Club or its officers or employees or any match official. Whenever circumstances permit the Player shall give to the Club reasonable notice of his intention to make any contributions to the public media in order to allow representations to be made to him on behalf of the Club if it so desires;

3.2.6 except in the case of emergency arrange or undergo any medical treatment without first giving the Club proper details of the proposed treatment and physician/surgeon and requesting the Club's consent which the Club will not unreasonably withhold having due regard to the provisions of the Code of Practice**.**

4. **Community public relations and marketing**

4.1 For the purposes of the promotional community and public relations activities of the Club and/or (at the request of the Club) of any sponsors or commercial partners of the Club and/or of the

League and/or of any main sponsors of the League the Player shall attend at and participate in such events as may reasonably be required by the Club including but not limited to appearances and the granting of interviews and photographic opportunities as authorised by the Club. The Club shall give reasonable notice to the Player of the Club's requirements and the Player shall make himself available for up to six hours per week of which approximately half shall be devoted to the community and public relations activities of the Club. No photograph of the Player taken pursuant to the provisions of this clause 4.1 shall be used by the Club or any other person to imply any brand or product endorsement by the Player.

4.2 Whilst he is providing or performing the services set out in this contract (including travelling on Club business) the Player shall:

4.2.1 wear only such clothing as is approved by an authorised official of the Club; and

4.2.2 not display any badge mark logo trading name or message on any item of clothing without the written consent of an authorised official of the Club Provided that nothing in this clause shall prevent the Player wearing and/or promoting football boots and in the case of a goalkeeper gloves of his choice.

4.3 Subject in any event to clause 4.4 and except to the extent of any commitments already entered into by the Player as at the date hereof or when on international duty in relation to the Players' national football association UEFA or FIFA he shall not (without the written consent of the Club) at any time during the term of this contract do anything to promote endorse or provide promotional marketing or advertising services or exploit the Player's Image either (a) in relation to any person in respect of such person's products brand or services which conflict or compete with any of the Club's club branded or football related products (including the Strip) or any products brand or services of the Club's two main sponsors/commercial partners or of the League's one principal sponsor or (b) for the League

4.4 The Player agrees that he will not either on his own behalf or with or through any third party undertake promotional activities in a Club Context nor exploit the Player's Image in a Club Context in any manner and/or in any Media nor grant the right to do so to any third party.

4.5 Except to the extent specifically herein provided or otherwise specifically agreed with the Player nothing in this contract shall prevent the Player from undertaking promotional activities or from exploiting the Player's Image so long as:

4.5.1 the said promotional activities or exploitation do not interfere or conflict with the Player's obligations under this contract; and

4.5.2 the Player gives reasonable advance notice to the Club of any intended promotional activities or exploitation.

4.6 The Player hereby grants to the Club the right to photograph the Player both individually and as a member of a squad and to use such photographs and the Player's Image in a Club Context in connection with the promotion of the Club and its playing activities and the promotion of the League and the manufacture sale distribution licensing advertising marketing and promotion of the Club's club branded and football related products (including the Strip) or services (including such products or services which are endorsed by or produced under licence from the Club) and in relation to the League's licensed products services and sponsors in such manner as the Club may reasonably think fit so long as:

4.6.1 the use of the Player's photograph and/or Player's Image either alone or with not more than two other players at the Club shall be limited to no greater usage than the average for all players regularly in the Club's first team;

4.6.2 the Player's photograph and/or Player's Image shall not be used to imply any brand or product endorsement by the Player; and

4.6.3 **PROVIDED** that all rights shall cease on termination of this contract save for the use and/or sale of any promotional materials or products as aforesaid as shall then already be

manufactured or in the process of manufacture or required to satisfy any outstanding orders.

4.7 In its dealings with any person permitted by the Club to take photographs of the Player the Club shall use reasonable endeavours to ensure that the copyright of the photographs so taken is vested in the Club and/or that no use is made of the said photographs without the Club's consent and in accordance with the provisions of this contract.

4.8 The Player shall be entitled to make a responsible and reasonable reply or response to any media comment or published statements likely to adversely affect the Player's standing or reputation and subject as provided for in clause 3.2.5 to make contributions to the public media in a responsible manner.

4.9 In this clause 4 where the context so admits the expression "the Club" includes any Associated Company of the Club but only to the extent and in the context that such company directly or indirectly provides facilities to or undertakes commercial marketing or public relations activities for the Club and not so as to require the consent of any Associated Company when consent of the Club is required.

4.10 For the purposes of the Contracts (Rights of Third Parties) Act 1999 nothing in this clause 4 is intended to nor does it give to the League any right to enforce any of its provisions against the Club or the Player.

4.11 Nothing in this clause 4 shall prevent the Club from entering into other arrangements additional or supplemental hereto or in variance hereof in relation to advertising marketing and/or promotional services with the Player or with or for all or some of the Club's players (including the Player) from time to time. Any other such arrangements which have been agreed as at the date of the signing of this contract and any image contract or similar contract required to be set out in this contract by the League Rules are set out in Schedule 2 paragraph 13.

5. **Remuneration and expenses**

5.1 Throughout his engagement the Club shall pay to the Player the remuneration and shall provide the benefits (if any) as are set out in Schedule 2.

5.2 The Club shall reimburse the Player all reasonable hotel and other expenses wholly and exclusively incurred by him in or about the performance of his duties under this contract **PROVIDED** that the Player has obtained the prior authorisation of a director the Manager or the secretary of the Club and the Player furnishes the Club with receipts or other evidence of such expenses.

5.3 The Club may deduct from any remuneration payable to the Player:

5.3.1 fines imposed under the provisions of Part 1 of Schedule 1 hereto;

5.3.2 any monies disbursed and/or liabilities incurred by the Club on behalf of the Player with the Players prior consent;

5.3.3 any other monies (but not claims for damages or compensation) which can be clearly established to be properly due from the Player to the Club.

6. **Obligations of the Club**

6.1 The Club shall:

6.1.1 observe the Rules all of which (other than the Club Rules) shall take precedence over the Club Rules;

6.1.2 provide the Player each year with copies of all the Rules which affect the Player and of the terms and conditions of any policy of insurance in respect of or in relation to the Player with which the Player is expected to comply;

6.1.3 promptly arrange appropriate medical and dental examinations and treatment for the Player at the Club's expense in respect of any injury to or illness (including mental illness or disorder) of the Player save where such injury or illness is caused by an activity or practice on the part of the Player which breaches clause 3.2.1 hereof in which case the Club shall only be obliged to arrange and pay for treatment to the extent that the cost thereof remains covered by the Club's policy of medical insurance or (if the Club does not maintain such a policy) then to the extent that it would remain covered by such a policy were one maintained upon normal industry terms commonly available within professional football and so that save as aforesaid this obligation shall continue in respect of any examinations and/or treatment the necessity for which arose during the currency of this contract notwithstanding its subsequent expiry or termination until the earlier of completion of the necessary examinations and/or prescribed treatment and a period of eighteen months from the date of expiry or termination hereof;

6.1.4 The Club shall use all reasonable endeavours to ensure that any policy of insurance maintained by the Club for the benefit of the Player continues to provide cover for any examinations and/or treatment as are referred to in clause 6.1.3 until completion of any such examinations and/or treatment;

6.1.5 comply with all relevant statutory provisions relating to industrial injury and any regulations made pursuant thereto;

6.1.6 at all times maintain and observe a proper health and safety policy for the security safety and physical well being of the Player when carrying out his duties under this contract;

6.1.7 in any case where the Club would otherwise be liable as employer for any acts or omissions of the Player in the lawful and proper performance of his playing practising or training duties under this contract defend the Player against any proceedings threatened or brought against him at any time arising out of the carrying out by him of any such acts or omissions and indemnify him from any damages awarded and this obligation and indemnity shall continue in relation to any such acts or omissions during the currency of this contract notwithstanding its expiry or termination before such proceedings are threatened and/or brought;

6.1.8 give the Player every opportunity compatible with his obligations under this contract to follow any course of further education or vocational training which he wishes to undertake and give positive support to the Player in undertaking such education and training. The Player shall supply the Footballer's Further Education and Vocational Training Society with particulars of any courses undertaken by him; and

6.1.9 release the Player as required for the purposes of fulfilling the obligations in respect of representative matches to his national association pursuant to the statutes and regulations of FIFA.

6.2 The Club shall not without the consent in writing of the Player:

6.2.1 take or use or permit to be used photographs of the Player for any purposes save as permitted by clause 4; or

6.2.2 use or reveal the contents of any medical reports or other medical information regarding the Player obtained by the Club save for the purpose of assessing the Player's health and fitness obtaining medical and insurance cover and complying with the Club's obligations under the Rules.

7. **Injury and Illness**

7.1 Any injury to or illness of the Player shall be reported by him or on his behalf to the Club immediately and the Club shall keep a record of such injury or illness.

7.2 In the event that the Player shall become incapacitated from playing by reason of any injury or illness (including mental illness or disorder) the Club shall pay to the Player during such period of incapacity or the period of this contract (whichever is the shorter) the following amounts of

remuneration for the following periods:

7.2.1 in the case of a Player Injury his basic wage over the first eighteen months and one half of his basic wage for the remainder of his period of incapacity;

7.2.2 in the case of any other injury or illness his basic wage over the first twelve months and one half of his basic wage for the remainder of his period of incapacity.

7.3 In each case specified in clause 7.2 above there shall be paid to the Player in addition to his basic wage all or the appropriate share of any bonus payments if and to the extent that payment or provision for continuation of the same is specifically provided for in Schedule 2 or in the Club's Bonus Scheme.

7.4 The payments made by the Club pursuant to clause 7.2 shall be deemed to include all and any statutory sick pay and/or any other state benefits payable by reference to sickness to which the Player may be entitled.

7.5 Nothing in this clause 7 shall reduce or vary the entitlement of the Player to signing on fees and/or loyalty payments or any other payments of a similar nature due to him under this contract.

8. **Permanent or Prolonged Incapacity**

8.1 In the event that:

8.1.1 the Player shall suffer Permanent Incapacity; or

8.1.2 the Player has been incapacitated from playing by reason of or resulting from the same injury or illness (including mental illness or disorder) for a period (consecutive or in the aggregate) amounting to eighteen months in any consecutive period of twenty months;

the Club shall be entitled to serve a notice upon the Player terminating this contract.

8.2 The length of such notice shall be twelve months in the case of an incapacity by reason of a Player Injury and six months in every other case.

8.3 The notice referred to in clause 8.1 may be served at any time after:

8.3.1 the date on which the Player is declared to be suffering Permanent Total Disablement under the terms of the League's personal accident insurance scheme; or

8.3.2 the date on which such Permanent Incapacity is established by the Initial Opinion; or

8.3.3 in the case of any incapacity as is referred to in 8.1.2 the date on which the period of incapacity shall exceed eighteen months as aforesaid but so that the right to terminate pursuant to clause 8.1.2 shall only apply while such incapacity shall continue thereafter.

8.4 In the event that after the service of any notice pursuant to clause 8.1.1 Permanent Incapacity is not confirmed by the Further Opinion (if requested) or (where relevant) by the Third Opinion then such notice shall lapse and cease to be of effect.

8.5 In the case of any notice of termination given under this clause 8 the Club shall be entitled by further notice on or after serving notice of termination to terminate this contract forthwith on paying to the Player at the time of such termination the remainder of his remuneration and any other sums properly due to him under this contract and the value of any other benefits which would be payable or available to the Player during the remainder of the period of his notice of termination provided always that the Club's obligations pursuant to clause 6.1.3 shall continue to apply during the remainder of the said notice period and for any further relevant period as provided therein.

8.6 Where the Club has made payment to the Player during any period of incapacity owing to illness or injury and the Player's absence is due to the action of a third party other than of another club player or match official in relation to any damage or injury sustained on or about the field of play or during training or practising giving the Player a right of recovery against that third party then if the

Player makes any claim against such third party the Player must where he is reasonably able to do so include as part of such claim from such third party a claim for recovery of any such payment and upon successful recovery repay to the Club the lesser of the total of the remuneration paid by the Club to the Player during the period of incapacity and the amount of any damages payable to or recovered by the Player in respect of such claim or otherwise by reference to loss of earnings under this contract under any compromise settlement or judgment. Any amounts paid by the Club to the Player in such circumstances shall constitute loans from the Club to be repaid to the Club to the extent aforesaid upon successful recovery as aforesaid.

9. **Disciplinary Procedure**

Except in any case where the Club terminates the Player's employment pursuant to the provisions of clause 10 hereof (when the procedure set out therein shall apply) the Club shall operate the disciplinary procedure set out in Part 1 of Schedule 1 hereto in relation to any breach or failure to observe the terms of this contract or of the Rules.

10. **Termination by the Club**

10.1 The Club shall be entitled to terminate the employment of the Player by fourteen days' notice in writing to the Player if the Player:

10.1.1 shall be guilty of Gross Misconduct;

10.1.2 shall fail to heed any final written warning given under the provisions of Part 1 of Schedule 1 hereto; or

10.1.3 is convicted of any criminal offence where the punishment consists of a sentence of imprisonment of three months or more (which is not suspended).

10.2 If the Club terminates the Player's employment for any reason under clause 10.1 the Club shall within seven days thereafter notify the Player in writing of the full reasons for the action taken.

10.3 The Player may by notice in writing served on the Club and the League at any time from the date of termination up to fourteen days after receipt by the Player of written notification under clause 10.2 give notice of appeal against the decision of the Club to the League and such appeal shall be determined in accordance with the procedures applicable pursuant to the League Rules.

10.4 If the Player exercises his right of appeal the termination of this contract by the Club shall not become effective unless and until it shall have been determined that the Club was entitled to terminate this contract pursuant to clause 10.1 but so that if it is so determined then subject only to clause 10.5.3 the Player shall cease to be entitled to any remuneration or benefits with effect from the expiration of the period of notice referred to in clause 10.3 and any payment made by the Club in respect thereof shall forthwith become due from the Player to the Club.

10.5 Pending the hearing and determination of such appeal the Club may suspend the Player for up to a maximum of six weeks from the date of notice of termination and if the Board so determine such suspension shall be without pay provided that:

10.5.1 the payment due to the Player in respect of the fourteen days' notice period under clause 10.1 is made to the Player forthwith;

10.5.2 pending the determination of the appeal an amount equal to the remuneration which would otherwise have been due to the Player but for the suspension without pay is paid to an escrow account held by the PFA as and when it would otherwise have become due for payment to the Player and following the determination of the appeal the PFA will either pay the money (including interest earned on the said account) to the Player or return it to the Club according to the appeal decision;

10.5.3 all other benefits for the Player under the provisions of clauses 6.1.3 and 6.1.4 of this contract shall be maintained and remain in force while the appeal is pending; and

10.5.4 during any such period of suspension the Club shall be under no obligation to assign to the Player any playing training or other duties and shall be entitled to exclude the Player from the Club's premises including its ground and training ground.

10.6 Upon any termination of this contract by the Club becoming operative the Club shall forthwith release the Player's registration.

11. **Termination by the Player**

11.1 The Player shall be entitled to terminate this contract by fourteen days' notice in writing to the Club if the Club:

11.1.1 shall be guilty of serious or persistent breach of the terms and conditions of this contract; or

11.1.2 fails to pay any remuneration or other payments or bonuses due to the Player or make available any benefits due to him as it or they fall due or within fourteen days thereafter and has still failed to make payment in full or make the benefits available by the expiry of the said fourteen days' notice.

11.2 The Club may within fourteen days of receipt of any notice of termination of this contract by the Player in accordance with clause 11.1 give written notice of appeal against such termination to the Player and to the League which shall hear such appeal in accordance with procedures applicable pursuant to the League Rules.

11.3 If the Club exercises its right of appeal pursuant to clause 11.2 the termination of this contract shall not become operative unless and until it shall have been determined that the Player was entitled to terminate this contract pursuant to clause 11.1.

11.4 Upon any termination of this contract by the Player becoming operative the Club shall forthwith release the Player's registration.

12. **Grievance Procedure**

In the event that the Player has any grievance in connection with his employment under this contract the grievance procedures set out in Part 2 of the Schedule 1 hereto shall be available to the Player.

13. **Representation of Player**

In any disciplinary or grievance procedure the Player shall be entitled to be accompanied by or represented by his Club captain or a PFA delegate and/or any officer of the PFA.

14. **Holidays**

For each Holiday Year the Player shall be entitled to take in the aggregate the equivalent of five weeks paid holiday to be taken at a time or times and for such days during the Holiday Year as shall be determined by the Club but so that (subject to the Club's first team and any international commitments) the Club shall not unreasonably refuse to permit the Player to take three of such weeks consecutively. Holidays not taken during any Holiday Year (or subject to agreement by the Club within one month of the end of such Holiday Year) may not be carried forward into any subsequent Holiday Year.

15. **Survival**

The provisions of this contract shall remain in full force and effect in respect of any act or omission of either party during the period of this contract notwithstanding the termination of this contract.

16. **Confidentiality**

This contract is to be treated as being private and confidential and its contents shall not be disclosed or divulged either directly or indirectly to any person firm or company whatsoever either by the Club the Player or any Agent of the Club or the Player except:

16.1 with the prior written agreement of both the Club and the Player; or

16.2 as may be required by any statutory regulatory governmental or quasi governmental authorities or as otherwise required by law or pursuant to the Rules including (where appropriate) any recognised stock exchange; or

16.3 in the case of the Player to his duly appointed Agent and professional advisers including the PFA; or

16.4 in the case of the Club to its duly appointed Agent and its professional advisers or to such of its directors secretary servants or representatives or auditors to whom such disclosure is strictly necessary for the purposes of their duties and then only to the extent so necessary.

17. **Arbitration**

Any dispute between the Club and the Player not provided for in clauses 9, 10, 11,12 and Schedule 1 hereof shall be referred to arbitration in accordance with the League Rules or (but only if mutually agreed by the Club and the Player) in accordance with the FA Rules.

18. **Specificity of Football**

The parties hereto confirm and acknowledge that this contract the rights and obligations undertaken by the parties hereto and the fixed term period thereof reflect the special relationship and characteristics involved in the employment of football players and the participation by the parties in the game of football pursuant to the Rules and the parties accordingly agree that all matters of dispute in relation to the rights and obligations of the parties hereto and otherwise pursuant to the Rules including as to termination of this contract and any compensation payable in respect of termination or breach thereof shall be submitted to and the parties hereto accept the jurisdiction and all appropriate determinations of such tribunal panel or other body (including pursuant to any appeal therefrom) pursuant to the provisions of and in accordance with the procedures and practices under this contract and the Rules.

19. **Severance**

19.1 If the Player shall not make an application to an Employment Tribunal for compensation in respect of unfair dismissal or redundancy as a result of not being offered a new contract either on terms at least as favourable as under this contract or at all then the following provisions of this clause 19 shall take effect.

19.2 If by the expiry of this contract the Club has not made to the Player an offer of re-engagement on terms at least as favourable to the Player as those applicable over the last twelve months of this contract (or the length of this contract if shorter) then subject to clauses 19.1 and 19.3 the Player shall continue to receive from his Club (as a separate payment representing compensation as more particularly referred to in the Code of Practice) a payment equal to his weekly basic wage (at the average amount of his weekly wage over the preceding 12 months of this contract or the whole of this contract if shorter) for a period of one month from the expiry of this contract or until the Player signs for another club whichever period is the shorter provided that where the Player signs for another club within that period of one month at a lower basic wage than such average then such payment shall in addition include a sum equal to the shortfall in such basic wage for the remainder of such period;

19.3 The maximum amount payable to the Player under sub-clause 19.2 is double the maximum sum which an Employment Tribunal can award from time to time as a compensatory award for unfair dismissal.

20. **Miscellaneous**

20.1 This contract and the documents referred to herein constitute the entire agreement between the Club and the Player and supersede any and all preceding agreements between the Club and the Player.

20.2 The further particulars of terms of employment not contained in the body of this contract which must be given to the Player in compliance with Part 1 of the Employment Rights Act 1996 are given in Schedule 2.

20.3 This contract is signed by the parties hereto in duplicate so that for this purpose each signed agreement shall constitute an original but taken together they shall constitute one agreement.

20.4 For the purposes of the Data Protection Act 1998 the Player consents to the Club the League PFA and FA collecting Personal Data including Sensitive Personal Data (both as defined in the said Act) about the Player. The Club's Data Protection Policy can be found in the Club's employee handbook.

21. **Jurisdiction and Law**

This contract shall be governed by and construed in accordance with English law and the parties submit to the non exclusive jurisdiction of the English Courts.

Schedule 1
Part 1
Disciplinary Procedure and Penalties

1. **Introduction**

The disciplinary procedure aims to ensure that the Club behaves fairly in investigating and dealing with allegations of unacceptable conduct with a view to helping and encouraging all employees of the Club to achieve and maintain appropriate standards of conduct and performance. The Club nevertheless reserves the right to depart from the precise requirements of its disciplinary procedure where the Club considers it expedient to do so and where the Player's resulting treatment is no less fair.

2. **Records**

All cases of disciplinary action under this procedure will be recorded and placed in the Club's records until deleted in accordance with paragraph 4.2. A copy of the Club's disciplinary records concerning the Player will be supplied to the Player at his request.

3. **The Procedure**

The following steps will be taken as appropriate in all cases of disciplinary action:

3.1 **Investigation**

No action will be taken before a proper investigation has been undertaken by the Club into the matter complained of. If the Club determines the same to be appropriate the Club may by written notice suspend the Player for up to fourteen days while the investigation takes place. If the Player is so suspended this contract will continue together with all the Player's rights under it including the payment of the Player's remuneration and benefits but during the period of suspension the Player will not be entitled to access to any of the Club's premises except at the prior request or with the prior consent of the Club and subject to such conditions as the Club may impose. The decision to suspend the Player will be notified in writing to the Player by the Club.

3.2 **Disciplinary Hearing**

3.2.1 If the Club decides to hold a disciplinary hearing about the matter complained of the Player will be given full details in writing of the complaint against him and reasonable notice of the date and time of the hearing. At the hearing the Player will be given an opportunity to state his case either personally or through his representative as provided for in clause 13 of this contract.

3.2.2 Subject as provided in paragraph 3.2.3 no disciplinary penalty will be imposed without first giving the Player the opportunity to state his case to the Manager or if the Player so requests to a director of the Club and where the Club considers it appropriate or where the Player requests the same without a disciplinary hearing.

3.2.3 A disciplinary hearing may proceed in the Player's absence and a disciplinary penalty may be imposed if he fails to appear at such hearing after having received proper notice thereof

3.3 **Appeals**

3.3.1 The Player shall have a right of appeal to the Board against any disciplinary decision. The Player should inform the Board in writing of his wish to appeal within fourteen days of the date of notification to him of the decision which forms the subject of such appeal. The Board will conduct an appeal hearing as soon as possible thereafter at which the Player will be given a further opportunity to state his case. The decision of the Board will be notified to the Player in writing within seven days and subject to paragraph 3.3.2 will be final and binding under this procedure.

3.3.2 In the event of any sanction being imposed or confirmed in excess of an oral warning the Player may by notice in writing served on the Club and the League within fourteen days of receipt by the Player of written notification of the decision of the Board give

notice of appeal against it to the League who will determine the matter in accordance with the League Rules.

3.3.3 If the Player exercises any right of appeal as aforesaid any sanction imposed by the Club upon the Player shall not take effect until the appropriate appeal has been determined and the sanction confirmed varied or revoked as the case may be.

4. **Disciplinary Penalties**

4.1 At a disciplinary hearing or on an appeal against a disciplinary decision the Club may dismiss the allegation or if it is proved to the Club's satisfaction may:

4.1.1 give an oral warning a formal written warning or after a previous warning or warnings a final written warning to the Player;

4.1.2 impose a fine not exceeding the amount of the Player's basic wage for a period of up to two weeks for a first offence (unless otherwise approved by the PFA in accordance with the Code of Practice) and up to four weeks for subsequent offences in any consecutive period of twelve months but only in accordance with the provisions of the Code of Practice;

4.1.3 order the Player not to attend at any of the Club's premises for such period as the Club thinks fit not exceeding four weeks;

4.1.4 in any circumstances which would entitle the Club to dismiss the Player pursuant to any of the provisions of clause 10 of this contract dismiss the Player or impose such other disciplinary action (including suspension of the Player and/or a fine of all or part of the amount of the Player's basic wage for a period not exceeding six weeks).

4.2 Any warning or sanction given under this disciplinary procedure will be deleted in the Club's records after twelve months.

Part 2
Grievance Procedures

1. The Player shall bring any grievance informally to the notice of the Manager in the first instance. The Player may be required by the Manager to put any such grievance in writing. Having enquired into such grievance the Manager will then notify the Player of his decision.

2. If the grievance is not determined by the Manager to the Player's satisfaction the Player may within fourteen days thereafter serve formal notice of the grievance in writing on the secretary of the Club and the matter shall thereupon be determined by the chairman of the Club or by the Board as soon as possible and in any event within four weeks of the receipt of the notice.

Schedule 2
Supplemental Provisions and Employment Rights Act 1996

The following provisions shall apply to supplement the provisions of this contract and the information as set out herein in order to comply with the requirements of Part 1 of the Employment Rights Act 1996.

1. The Player's employment with the Club began on 1 September 2008

2. The date of termination of this contract is 30 June 2009

3. No employment with a previous employer shall count as part of the Player's continuous period of employment hereunder.

4. The Player's hours of work are such as the Club may from time to time reasonably require of him to carry out his duties and the Player shall not be entitled to any additional remuneration for work done outside normal working hours.

5. The place of employment shall be at the Club's ground and training ground but the Club shall be entitled to require the Player to play and to undertake his duties hereunder at any other place throughout the world.

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

7. The Player shall become or continue to be and during the continuance of his employment hereunder shall remain a member of both the Cash Section and the Income Section of the Professional Footballers' Pension Scheme unless he notifies the Scheme Administrator in writing that he wishes to opt out of one or both of the sections. In respect of the Income Section he shall be liable to pay 3.75% of Basic Wage in each Scheme Year or such other amount as he notifies the Scheme Administrator in writing, subject to Revenue limits. In respect of both sections he shall be entitled to such benefits on such conditions as are set out in the Scheme's definitive trust deed and rules as amended from time to time.

   The Player further agrees that the Club may disclose his name, address, gender, date of birth, National Insurance number, salary information and dates of commencement and termination of employment to the League and the trustees of the Scheme for the purposes of facilitating the administration of the Scheme.

8. **Remuneration**

   The Player's remuneration shall be:

   8.1 Basic Wage:

   £5,400,000 (FIVE Millions Four Hundred Thousand Pounds)) payable by monthly instalments in arrears from …..to 30 of June 2009.

   8.2 Such of the bonuses and incentives as the Player shall be entitled to receive under the terms of the Club's bonus and incentive scheme a copy of which is annexed hereto.

9. The Player's normal retirement age is 35 years.

10. The terms and conditions of this contract form part of a number of collective agreements between the Club (through the League) and the Player (through the PFA) affecting the Player's employment and full details thereof are set out in the Code of Practice.

11. Any other provisions:

i) Nothing in this Agreement shall place an obligation on the Club to play the Player in any of the Club's first team fixtures or to play the Player in his preferred position.

ii) The Player agrees that the Club shall be entitled to use, in a reasonable manner and so as not to bring the Player into disrepute, the name, the nickname, signature image, voice, film portrayal and other characteristics of the Player in connection with manufacture, selling, distribution, licensing and promotion of items of official Club merchandise relating to the Club and its players.

iii) For the purposes of the Employment Rights Act 1996, the Player hereby authorises the Club to deduct from his remuneration hereunder any sums due from him to the Club including, without limitation, any overpayments, loans or advances made to him by the Club and the cost of repairing any damage or loss to the Club's property caused by him or any liability the Club may have (including rental payments due and owing) by virtue of the Player's occupation in a third party's property where the Club is the named tenant or where the Club has agreed to pay the deposit/rental payments for the property.

iv) The first team Incentive Schedule will be notified to the Player on the commencement of this Agreement.

v) The Club will pay relocation expenses to include legal expenses, stamp duty, estate agents fees and removal expenses etc ("Expenses") to a maximum of £8000 subject to the Club being invoiced directly from a third party for such Expenses and any other requirements the Club may impose.

vi) In the event of an unlawful breach by the Player of this Agreement the Player and the Club acknowledge and agree that the market value of the Player at the time of such unlawful breach, as determined by the Dispute Resolution Chamber of FIFA, shall be used (in addition to the existing criteria as set out at Article 17 of the December 2004 FIFA Regulations for the Status and Transfer of Players) (as amended) when calculating the compensation due and payable by the Player to the Club for the Player's unlawful breach of Agreement. The Player agrees and acknowledges that such market value represents the actual loss sustained by the Club and the true and fair cost to the Club of replacing the Player as at the time of his unlawful breach of this Agreement. For the avoidance of doubt the market value shall be assessed at the time of the unlawful breach not at the date this Agreement was entered into. Nothing in this Agreement shall infer or imply an acceptance by the Club of the Players ability to terminate this Agreement.

vii) The Player warrants and confirms that he has made a full and honest disclosure to the Club's doctor of his past and current medical history (including but not limited to all injuries suffered medical conditions and treatments) that could in any way affect his fitness and/or ability to play Premiership Football at any time during the term of this Agreement.

viii) If any provision of this Agreement proves to be invalid or void or illegal it shall not in any way affect impair or invalidate any other provision and the remaining provisions shall remain in full force and effect.

SIGNED by the Player

_____

in the presence of:

(Witness signature) _____

(Address)

Occupation

SIGNED by the Player's parent or guardian (if the player is under 18**)**

_____

in the presence of:

(Witness signature) _____

(Address)

Occupation

SIGNED by **name**

_____

for and on behalf of the Club in the presence of:

(Witness signature) _____

(Address)

Occupation

Did the Player use the services of an Agent **Yes/No**

If yes, name of Agent

Signature of Agent _____

Did the Club use the services of an Agent **Yes/No**

If yes, name of Agent

Signature of Agent _____