***Disclaimer: The following template V2 Player Agreement is provided as a reference only.***

*This document is provided as a guide for your club as of August 2020. Your club should also consider referencing any information, documents and laws that might be specifically required for your club and relevant to its circumstances, structure and operations. The content of this document is general in nature and should not be relied upon as a substitute for legal advice.*

***Please note that references in [square brackets] throughout this document should be tailored for your club’s circumstances, policies, procedures and operations. It is likely other changes may be needed.***

*Cricket Victoria recommends using this resource with due consideration and consultation with a legal/financial advisor to finalise arrangements between the parties.*

**THIS AGREEMENT** is made [*insert date last signatory signed*]

**BETWEEN [*INSERT NAME*] CRICKET CLUB INC.** of [*insert address*] **(‘Club’)**

**AND [*INSERT NAME OF PLAYER*]** of [*insert address*] **(‘Player’)**

**BACKGROUND**

1. The Club is an incorporated body which is a member of the Victorian Cricket Association trading as Cricket Victoria (‘**Cricket Victoria**’). The Club enters a number of teams in the Premier Cricket competition/s (‘**Competition/s**’) conducted by Cricket Victoria.
2. The Player agrees to play cricket with the Club in accordance with the terms and conditions of this agreement.

**IT IS AGREED:**

# TERM OF AGREEMENT

Notwithstanding the date this agreement is signed, this agreement is deemed to have commenced on the date set out in **Item 1** of the schedule and will expire on the date set out in **Item 2** of the schedule or such other date being the end of the last relevant cricket season having regard to the cricket seasons set out in **Item 3** of the schedule (‘**Season/s**’), unless terminated earlier in accordance with **clause 8**.

# PLAYER OBLIGATIONS

## Subject always to the relevant Season commencing, the Player is contracted as a cricket player in the grade set out in Item 4 of the schedule (‘Grade’) with the Club in the Competition during the Season/s, which includes the following obligations:

* + 1. play in all Club cricket matches in the Grade and for the team in which the Player is selected to play or as otherwise directed by the Club, unless ruled unfit to play by a duly qualified health professional (by notice in writing to the Club) or as otherwise permitted by the coach or other authorised Club official;
		2. attend all Club nominated team training sessions, team meetings and team activities advised by the Club;
		3. comply with all reasonable requirements of the Club relating to preparation for matches, attendance at Club social, sponsorship, promotional or public relations activities and functions, behaviour and dress/uniform;
		4. do everything reasonably necessary to obtain and maintain the best possible physical condition so as to render the most effective service to the Club;
		5. conduct themself with propriety and decorum and refrain from any conduct which may prejudice or lessen the value of their services as a player for the Club;
		6. abide by the constitution, by-laws and rules of the Competition, Club and Cricket Victoria as applicable;
		7. exhibit high standards of athletic performance and personal conduct including high standards of personal behaviour;
		8. submit as and when required by the Club to undertake thorough medical fitness testing and examination;
		9. maintain membership of recognised hospital and medical benefits fund which provides hospital, medical and dental benefits coverage, always including ambulance subscription;
		10. not engage in any dangerous or high-risk activity which in the reasonable opinion of the Club may affect the Player's ability to perform the Player’s obligations under this agreement without the prior written consent of the Club;
		11. not advocate, prescribe, recommend, support, administer or participate in the use of drugs, stimulants, or doping practices prohibited by the Club, Cricket Victoria or Cricket Australia;
		12. not engage in any betting in relation to any cricket match, matches or cricket-related activity or event (‘**Event**’), be party to fixing or contriving a result or other aspect of any such Event, disclose inside information at any time that could be used by any person in relation to betting or otherwise contravene any related Australian Cricket policy, rule or regulation;
		13. conduct themself in a competent, professional and timely manner, consistent with the best interests of the Club and in compliance with all applicable laws and regulations (including payment of any fines, penalties and associated administrative costs for failure to comply with any such laws or regulation);
		14. comply with all lawful and reasonable orders and directions given by the coach and the Club committee of management as applicable;
		15. except if selected to play, or appointed to coach, administer or have other involvement in, representative cricket for a Victorian or W/BBL team, not play or enter into any other contract to play cricket for any other entity, league or competition without the prior written consent of the Club (following the Player’s provision to the Club of all relevant information);
		16. maintain confidentiality in respect of this agreement and any matters designated by the Club as confidential or which would reasonably be expected to be confidential, except for the purposes of obtaining legal or financial advice or as otherwise required by law;
		17. not incur expenses on behalf of the Club nor pledge the credit of the Club, except to the extent that the Player has prior written authorisation from the Club;
		18. not comment to or in relation to media except with the express written approval of the Club;
		19. participate in and allow the Club to use photographs, video, film or other media containing images of the Player engaged in training, competition or associated Club activities for the purposes of sponsorship, advertising, promotion and marketing;
		20. carry out such other specific roles and responsibilities as are specified in **Item 5** of the schedule; and
		21. liaise with and report to the person(s) specified in **Item 6** of the schedule.

To avoid doubt, this agreement does not commence and is void (and no payment or benefit is due to the Player) if the Season does not commence. [***Consider if parties are comfortable with no Fee being paid (including for pre-season training completed, if any) if a Season doesn’t commence. If not, remove highlighted wording in two places in this clause and ensure Fee payment provisions in Item 7 of the schedule reflect the intended position.***]

## The Player acknowledges and agrees the Player enters into this agreement as an independent contractor to the Club and that nothing in this agreement creates a relationship between the Player and the Club of employer/employee, principal/agent, a joint venture or a partnership. To avoid doubt, the Player shall be responsible for any taxation in respect of any amount the Player receives under this agreement and the Club shall have no responsibility for payment of any taxes, levies, superannuation, workers’ compensation contributions, group tax, payroll tax and other imposts imposed by law or the provision of annual leave, personal leave or any other leave or entitlements consequent upon an employment relationship. [*Obtain clear legal advice on the Player’s status (and use of this template) having regard to all the circumstances.*]

## If, notwithstanding clause 2.2 of this agreement, the Player is deemed to be an employee of the Club at common law or under any statute (including in relation to superannuation), all payments required to be made will first be deducted from any Fee due and payable under clause 3 and thereafter the Player shall indemnify the Club for any additional tax, superannuation, levy or other impost whatever (including interest, penalties or fines) that may be payable (including as a result of any non-payment or late payment) in any way related to the Player’s engagement to play cricket under this agreement.

# CLUB OBLIGATIONS

## Subject always to this clause 3 and the Player’s compliance with this agreement, the Club will:

* + 1. pay the Player:
			1. the amount specified in **Item 7** of the schedule per Season (‘**Fee’**) in three equal [***vary if preferred***] instalments (or as otherwise specified in the schedule) by the dates set out in **Item 7** of the schedule, which Fee (and relevant Fee instalment) is subject to pro-rata reduction, calculated in accordance with **clause 3.2,** for any team training session/s or any individual home and away match day/s:
				1. for which the Player is unavailable for any reason; and/or
				2. for which the Player is not selected; and/or
				3. which does not proceed for any reason outside the Club’s control ***[vary if preferred to include payment for match days cancelled in extreme weather]***; and
			2. an additional amount to be determined in the sole discretion of the Club if the Player is involved in finals or if the Club otherwise determines the Player is deserving of such additional payment (‘**Bonus**’),within 14 days of the conclusion of the Season but not later than 30 April of the relevant Season,

by direct deposit into the Player’s bank account (the details of which the Player must provide to the Club in writing); and

* + 1. provide the Player with the benefits (if any) specified in **Item 8** of the schedule.

## Subject to clause 3.3, the pro-rata amount of any Fee instalment to be paid under clause 3.1(a)(i) shall be calculated as follows:

1. the number of team:
	1. training sessions the Player was available and attended; plus
	2. individual home and away match days for which the Player was available and played in,

in the period for which a Fee instalment is to be paid (as per **Item 7** of the schedule); divided by,

1. the total number of team training sessions plus individual home and away match days in the period for which a Fee instalment is to be paid, assuming a full, regular season and irrespective of whether these training sessions and match days proceed in circumstances beyond the Club’s control (as per **Item 7** of the schedule); multiplied by,
2. the amount of the relevant Fee instalment (as per **Item 7** of the schedule).

## Notwithstanding clauses 3.1 and 3.2, the Club may in its sole discretion elect to calculate and pay a Fee instalment to the Player under this clause 3 which includes any training session/s and individual home and away match day/s:

* + 1. for which the Player was not selected and/or was unavailable due to an injury or condition arising from or sustained by the Player while carrying out their obligations under this agreement; or
		2. which does not proceed for any reason.

## Any dispute between the Player and Club regarding calculation of Fee instalments will be resolved under clause 5.

# POLICIES, RULES, REGULATIONS AND PROCEDURES

## The Club and Cricket Victoria have and will continue to develop a number of policies, rules, regulations and procedures relating to a range of matters applicable to the Player. All policies, rules, regulations (in so far as they are applicable) and procedures of the Competition, Club and Cricket Victoria are deemed to be part of this agreement, with which the Player is bound to comply. The Club or Cricket Victoria may change these policies, rules, regulations and procedures to meet with the operational needs of their respective businesses and the Competition as applicable. Copies of such policies, rules, regulations and procedures are available for inspection by the Player on the websites of the Club and Cricket Victoria respectively and otherwise upon request to the Secretary (or other authorised officer) of the Club.

## Nothing in this agreement prevents the Player from being suspended or stood down from any and all obligations under this agreement (and so is unavailable) while the Club investigates and/or determines any actual, alleged or reasonably suspected breach of any such policy, rule, regulation or procedure or this agreement.

# DISPUTE RESOLUTION

## If a dispute arises out of or in relation to this agreement, the parties will confer in good faith with a view to resolving the matter in accordance with the following procedure:

* + 1. should any matter occur which gives cause for concern to the Player, the Player will raise such matter with the Chair of the Club Committee of Management;
		2. should any matter occur which gives cause for concern to the Club Committee of Management, its delegate(s) will raise such matter with the Player;
		3. if the matter is not settled, it must be discussed between the Player and a delegate of the Club Committee of Management in the presence of their respectively nominated an agreed mediator (or failing agreement, by a mediator appointed by the President for the time being of the Australian and New Zealand Sports Law Association Inc or successor body);
		4. if the matter is still not settled, the formal dispute resolution as documented within the Club’s Statement of Purposes and Rules (or equivalent) will be followed unless otherwise agreed.

## The parties agree to attempt to resolve any dispute in accordance with the procedure set out in clause 5 prior to taking any further action or commencing any proceedings in a Court of law. To avoid doubt, this dispute resolution process does not apply to on-field sporting matters which are dealt with under the Competition rules.

# PRECEDENCE AND HIGHER DUTIES

## It is agreed by the parties to this agreement that a Cricket Victoria, W/BBL Club and/or Cricket Australia contract will take precedence over this agreement and that the relevant rules, regulations and policies of Cricket Victoria and Cricket Australia as applicable will be complied with.

## The obligations of the parties under this agreement (other than an obligation to pay any amount already accrued, due and payable) are suspended without penalty on notice in writing to the Club if the Player is selected to play (or listed as a replacement player), coach, administer or have other involvement with a State or National representative team or W/BBL team, for such time as the Player is otherwise committed or engaged. The Player must provide the Club with prompt written notice in relation to the commencement or conclusion of all such duties with other entities.

1. **EVENTS OUTSIDE CLUB’S REASONABLE CONTROL**
	1. An obligation of the Club, including an obligation to pay any amount under this agreement except to the extent already accrued and payable, is suspended during the time, and to the extent, that the Club is prevented from or delayed in complying with the relevant obligation as a result of any event or cause beyond the Club’s reasonable control. If the Club is affected by such event or cause, the Club will promptly give the Player full particulars of the event or cause in writing and promptly take action to enable it to perform the obligations prevented or delayed. To avoid doubt, this **clause 7** is not triggered in respect of cancellation of any individual match day (or part thereof) under any applicable extreme or wet weather policy or rule.

## The Club shall not be liable to the Player for any loss or damage incurred by the Player as a result of the Club failing to observe the terms and conditions of this agreement on its part to be observed and performed where such failure is occasioned by any cause beyond the Club’s control. To avoid doubt, no Fee or other benefits specified in Item 8 of the schedule (if any) accrue or are payable or to be provided to the Player for any period during which the notified event or cause operates, unless otherwise determined by the Club in its sole discretion. [*Note: inclusion of this clause 7 assumes the Player is an independent contractor.*]

# TERMINATION

## Either party may terminate this agreement if the other party is in breach of that party’s obligations under this agreement and the breach continues for a period of not less than 14 days’ after written notice requiring the breach to be remedied, subject to first having completed the dispute resolution process in clause 5 (which resolution may involve a player clearance subject to compliance with the Competition rules). Unless otherwise agreed, the Player must continue performing the Player’s obligations under this agreement during the notice period.

## In addition, the Club may terminate this agreement immediately without notice if the Player:

* + 1. is substantially failing to comply with the terms of this agreement and such breach is not, in the Club’s reasonable opinion, capable of being remedied; or
		2. has, in the reasonable opinion of the Club, brought the Club or any individuals employed or retained by or associated with the Club into disrepute; or
		3. has become bankrupt; or
		4. has been convicted of an indictable offence.

## In addition to the Club’s right to suspend this agreement under clause 7, the Club may terminate this agreement immediately without penalty if a Season or the Competition is materially reduced or otherwise concludes unexpectedly due to circumstances beyond the Club’s control.

## On termination of this agreement, the Player shall return to the Club all property belonging to the Club including, without limitation, documents, computer files, equipment and other related materials, along with any related passwords. The Player agrees that upon this agreement terminating, the Club may deduct from any monies due and payable to the Player in accordance with clause 3, any monies outstanding to the Club by the Player, or the value of any property held by the Player (as reasonably determined by the Club) which is not returned. To avoid doubt, a Player shall only be entitled to a clearance from the Club if no amount is owed to the Club by the Player and otherwise in accordance with the relevant rules, regulations policies or procedures, as applicable.

# GENERAL

## The parties agree to consult with each other in good faith in relation to the subject matter of this agreement, including but not limited to any need or proposal to vary arrangements if the Season or Competition doesn’t proceed as anticipated or in the usual manner due to circumstances beyond the Club’s control.

## In addition to Club policies and procedures and the Schedule attached, this agreement records the complete agreement between the Club and the Player. It replaces all previous written or oral agreements or understandings, including any previous agreement for the current (or, where relevant, forthcoming) Season.

## If the Club agrees to vary any term of this agreement, it must be recorded in writing and signed by both parties before it is valid.

**EXECUTION**

|  |  |  |
| --- | --- | --- |
| **EXECUTED** by **[*INSERT NAME*] CRICKET CLUB INC.** by being signed by: | ))) |  |
| Club Authorised signatory |  | Club Authorised signatory |
| Name of authorised signatory (please print) |  | Name of authorised signatory (please print) |

|  |  |  |
| --- | --- | --- |
| **SIGNED** by **[*INSERT NAME OF PLAYER*]** in the presence of: | ))) |  |
| Witness signature |  | Player signature |
| Witness name (please print) |  |  |

**SCHEDULE**

|  |  |  |
| --- | --- | --- |
| **Item 1** | Commencement Date (cl 1) | [*Insert date of commencement*] ***[Consider carefully having regard to possible Season dates]*** |
| **Item 2** | Expiration Date (cl 1) | [*Insert date of expiration, being* 30 April ^^ (*in the last relevant Season)*] ***[single season only preferable?]***  |
| **Item 3** | Season/s (cl 1) | [*Insert years of playing Season/s*] |
| **Item 4** | Service and Grade (cl 2) | Player in [*specify intended grade or alternatively, ‘any’ grade*] Grade of the Competition |
| **Item 5** | Specific Roles/ Responsibilities (cl 2.1(t)) | [*Insert any particular Club/Grade/team role/s or responsibilities not otherwise detailed in clause 2*] |
| **Item 6** | Club Contact (cl 2.1(u)) | [*Insert name, title and contact details of who the Player reports to*] |
| **Item 7** | Fee (cl 3.1(a)(i)) | Up to $[*Insert total amount*]per Season in the specified Grade, assuming always a full, regular season of play, payable as:* **Instalment 1 –** [*insert %*] of the total Fee available, on execution of this agreement or by 30 September of the relevant Season, whichever is later (in respect of the period to 30 September in or ahead of the relevant Season);
* **Instalment 2** – [*insert %*] of the total Fee available, by 31 December of the relevant Season (in respect of the period from 1 October to 31 December of the relevant Season); and
* **Instalment 3** – [*insert %*] of the total Fee available, by 30 April of the relevant Season (in respect of the period from 1 January to 30 April in the relevant Season).

with the total Fee and each Fee instalment subject to reduction by pro-rata calculation in accordance with **clause 3.2** and excluding any Bonus determined under **clause 3.4.** To avoid doubt, there are a total of *[insert usual number of training sessions]* training sessions and *[insert usual number of match days]* match days (excluding finals)in a full, regular season, including:* In Instalment 1 period - *[insert usual number of training sessions]* training sessions and *[insert usual number of match days]* match days;
* In Instalment 2 period - *[insert usual number of training sessions]* training sessions and *[insert usual number of match days]* match days; and
* In Instalment 3 period **-** *[insert usual number of training sessions]* training sessions and *[insert usual number of match days]* match days.

**[*Club to determine instalment allocations and timing of payments as it sees fit, having regard to the usual number of training sessions and match days in a full, regular Season, to be confirmed here to avoid doubt. Complete or vary with care having regard to all possible scenarios for Season 2020/21. Note possible difficulties with contracting for more than one Season.*]****[*Note: clause 3 of the agreement and Item 7 of this schedule can be simplified to provide for daily match payments only if preferred.*]****[*Clause 2.1 provides an option for a condition precedent - proposition is that the agreement is void (no payment due except in the Club’s discretion) if the Season doesn’t commence – vary if relevant and ensure consistency with payment of instalments above.*]****[*Consider any right to player payments if a Player is out of form and not selected in the Grade contracted for – any need to vary agreement accordingly*?]**Subject to the conclusion of the relevant Fee instalment period specified in this **Item 7** of the schedule, the relevant Fee instalments specified in this **Item 7** of the schedule will be paid within 14 days of the Club receiving a valid and correct tax invoice from the Player, detailing the Player’s Australian Business Number (ABN), date of invoice, brief description of service(s) provided, period of service(s) and any training sessions or match days (excluding finals) for which the Player was unavailable or not selected. The total of the tax invoice will be deemed to be inclusive of GST and will state ‘Total includes GST’ unless otherwise specified. |
| **Item 8** | Other Benefits (cl 3.1(b)) | The Player shall also be provided with the following benefits:* [*insert if other benefits (if any)*]
 |