

2016 Standard Player Contract – Summary of Key Changes

The 2016 Standard Player Contract became available for use by the Clubs on 2 March 2016 for contract renewals and new contracts going forward. NOTE: The Club and the Player *may* mutually agree to replace their existing contract with the updated 2016 version before their current contract comes up for renewal.

NOTE: This paper is for information only and does not constitute legal advice. You must read and ensure that you understand the full 2016 Standard Player Contract, and obtain legal advice if required, before advising a player on the contract.

Key amendments to the new Premiership Standard Contract

Pre-Contract Medical & provision of records (Clauses 2.5 to 2.8)

A standard position on pre-contract medicals has been included:

- The Club can request a pre-contract medical examination of the Player (to take place no later than 28 days before the start of the employment) **but not when renewing or extending a contract**;
- The Player is required to provide their full medical records no later than 7 days prior to the medical;
- If the Player fails the medical and is still not fit to play rugby for the Club within 9 weeks of the start of their employment due to the same medical condition, then the Club can immediately terminate the contract (the player can demand an independent medical examination if he disagrees with the outcome of the medical);

Expenses while on Loan (Clauses 3.2 & 8)

Clarification is provided that the Player will have his expenses covered by the Club (those reasonably and properly incurred) if out on loan at another Club.

Game limit (Clause 4.2)

A maximum game limit of 32x80 (2560) minutes for all players in competitive matches within a season (outside of summer tours and excluding pre-season friendlies) has been introduced: The RPA and PRL will be consulted on reaching a solution if match time approaches this limit, to ensure that the right outcome is achieved for the individual player.

Off season rest (Clauses 4.5 - 4.7)

Provision has been created to ensure Players get proper rest after the Season/Summer Tour. Therefore, 2 weeks absolute rest followed immediately by 3 weeks active rest will be mandatory. There is some latitude in respect of exceptional circumstances, such as being injured for a large part of the season or joining from another competition.

Any variations to this clause shall require the prior written agreement of the Player, PRL and the RPA.

Medical treatment (Clause 5.6)

Previously, the club was obliged to arrange and pay for medical treatment for up to 9 months from date of injury in order to restore a Player to fitness. This obligation is now extended to cover Players who retire due to that injury (also up to 9 months).

Other Rugby/Sports participation (Clause 6.2)

Players will only be released to take part in other competitive sports or rugby e.g. for Invitational teams with the written permission of their Club and once liability for loss of salary, medical costs, etc. are accepted by the club, team or body for whom the Player is participating with.

Betting & Gambling (Clause 6.12)

Updated to reflect the new Betting and Gambling regulations.

Salary Cap Co-operation (Clause 6.13)

Players are obliged to co-operate fully with the Salary Cap auditing exercise and, where there are reasonable grounds to suspect a breach of the Salary Cap, to provide copies of contracts, bank records, tax returns, email and telephone records, etc.

RFU related commercial activity (6.17)

EPS Players must adhere to the Commercial Activity Policy which is due to be agreed between PRL, RFU and RPA.

Player Release (Clause 9)

Non-English qualified players will be released for international duty in accordance with World Rugby regulations. The RPA/PRL/RFU joint policy of insurance will not cover players released for invitational teams e.g. the Barbarians and such teams must accept liability for all medical/salary costs for the Player if the Player is injured when with such team.

Sick pay & termination due to incapacity (Clause 10)

Key changes have been made to this clause to enhance Player welfare provisions and to improve the procedure for termination due to incapacity:

- **Sick pay** – if unfit to play due to injury, illness, etc. then a Player will be paid their full pay for an aggregate of 9 months' incapacity (in any 12 month period), followed by 3 months on half pay.

(Increased from 6 months' full pay + 3 months' half pay).

After the 3 month period at half pay, if the Player remains incapacitated, any pay is at the Club's sole discretion although the Player has the right to terminate the contract with 7 days' notice if he is not put back on full pay.

NOTE: if the Player has not terminated the contract (and the Club has not terminated the contract in line with the paragraph below), then once he is declared fit to play, the Player should be returned to full pay by the Club.

- **Termination due to incapacity** – the Club may terminate the contract with a 3 month notice period (at half pay) if the Player has been unfit to play due to injury, illness, etc. for an aggregate period of 9 months (in any 12 month period).

(Increased from 6 months' aggregate incapacity + 3 months' notice at half pay).

- The Player can request from the Club: his own medical records and written confirmation of the aggregate number of days that he has been incapacitated by illness or injury.
- If the Player has had to wait for more than 3 weeks to undergo any medical/surgical procedure – other than on account of medical advice – then, any period in excess of those 3 weeks shall not be included for the purposes of calculating the aggregate number of days of incapacity.
- The Player can request a medical examination by the Club's medical expert at any time in order to establish his fitness to play rugby for the Club.

General (Clause 17)

These provisions are new and relate to clarity over procedural matters, such as notice of communication.

Schedule One – Term, Salary, Agents Fees and other benefits

This Schedule One has removed the reference to Image Rights payments, which is now clearly provided for in Schedule Two.

Schedule Two – Image Rights

Updated to reflect current management of Image Rights and lists the fees associated with separate agreements.

Schedule Three – Club Disciplinary Procedure

These have been amended to ensure they are procedurally fair and also sanction multiple similar offences with appropriate salary deductions.

Schedule Four – Variations

No changes from the previous version. All Variations must be listed in Schedule 4 and shown marked in the body of the agreement.