

# PLAYER CONTRACT

The contract parties can only edit the sections that are "open for editing", please see further explanation in the guidelines for the Player Contract. This means that no deviations can be made from the general conditions of the standard contract, neither under section 8 of the contract nor in any additions. For instance, this applies to section 5 pt. 5 about vacation and section 8 pt. 6 about the player's right to seek another physician.

Reference is also made to League Regulations of DanishHandball. The League Regulation can be required at DanishHandball, Idrættens Hus, Brøndby Stadion 13, 2605 Brøndby or on the website of DanishHandball [www.danskaandbold.dk](http://www.danskaandbold.dk).

It is important that all essential conditions of the employment are indicated in the player contract. If the player contract is completed correctly, it means that the contract complies with the at all times valid act on employment contracts.

## Between

the undersigned player: \_\_\_\_\_

date of birth: \_\_\_\_\_ nationality \_\_\_\_\_

E-mail: \_\_\_\_\_

hereinafter referred to as the Player

## and

the management of \_\_\_\_\_  
(name and address of the club/company).

CVR no. \_\_\_\_\_

hereinafter referred to as the Club

a contract has been made from this date that the Player will play handball in the Club under the following terms:

## 1. CONTRACT PERIOD

1.1 The Player hereby commits himself/herself to maintain his/her playing permission in the club

\_\_\_\_\_ (the club) and play handball

In the Club starting from \_\_\_\_\_

until the termination of the contract on 30.06 - \_\_\_\_\_ (date of termination, at least 5 months. The maximum contract period is 5 years, counted from the date of commencement).

1.2 The player who at the time of the signing is eligible to play for

\_\_\_\_\_ (the name of the disposing club)

Hereby declares that the player does not have any unfulfilled obligations to another club.

## 2. WORKING HOURS - TRAINING

By marking and filling in the empty sections, the parties signify the applicable alternatives to the conditions of employment between them (One, and only one, condition shall be stated):

### Handball players with handball as a sideline.

The present contract does not restrict the Player's access to other jobs on the condition that the Player is also able to fulfil the present contract.

The Player is committed to participate in the number of training sessions and matches determined by the Club.

The normal weekly training hours are max: \_\_\_\_\_ hours which on weekdays are usually placed before \_\_\_\_\_ o'clock and after \_\_\_\_\_ o'clock

The club is obligated to give the player a reasonable amount of time off for education taking the players employment into account, such as giving the player time off for exams.

### Handball players with handball as part-time employment.

The present contract implies that the Player is only able to take on other jobs between

\_\_\_\_\_ o'clock and \_\_\_\_\_ o'clock on the following weekdays:  Monday,  Tuesday,  Wednesday,  Thursday and  Friday.

The Player is committed to participate in the number of training sessions and matches determined by the Club. The normal weekly training hours are max. \_\_\_\_\_ hours which are usually placed before \_\_\_\_\_ o'clock and after \_\_\_\_\_ o'clock on weekdays

Concerning the issuance of a release certificate the following has been agreed:

The Club is obligated to allow the Player time off for education to a reasonable extent, including time for exams, according to the player's terms of employment as a handball player.

**Handball players with handball as full-time employment.**

The present contract implies that the Player cannot accept any other work – paid or unpaid – without a preceding written agreement with the Club. The Player shall participate in training, training camps and matches according to the conditions laid down by the Club.

The normal weekly training time is max. \_\_\_\_\_ hours, which are usually placed from \_\_\_\_\_ o'clock to \_\_\_\_\_ o'clock on weekdays.

**3. TRAINING PLACE, TRAINING TIME, ETC.**

The normal training place of the Club is:

\_\_\_\_\_ (name and address)

\_\_\_\_\_ (name and address)

\_\_\_\_\_ (name and address)

\_\_\_\_\_ (name and address)

\_\_\_\_\_ (name and address)

The Player is obligated to be present at the training facility \_\_\_\_\_ minutes before the scheduled training sessions. The period between meeting time and training session shall be used to change clothes and for warm-up.

#### 4. THE PLAYER'S OBLIGATION TOWARDS THE CLUB

- 4.1 Within the contract period, it is the Player's duty to act loyally and be loyal to the Club as well as to the members and cooperation relations of the Club.
- 4.2 The Player is committed to play on the team for which the Player is selected, whether it is a match in an official tournament, a training match or a cup match. The player has the right to train with the first team, or with the age group to which the Player belongs. The Player cannot be referred to training with lower ranked teams.
- 4.3 In case of illness or injuries the Player is obligated to informing the Club immediately. The Player is obligated to assist the Club in obtaining the correct sickness benefit refund. Should the player not assist in this matter, and should the Club thereby lose the right to the refund, the Club has the right to reducing the player's salary by the amount that the club should have received as sickness benefit refund. The Club must ensure sufficient guidance for the Player concerning this matter.
- 4.4 The Player shall submit to the means and times of travel as determined by the Club in consultation with the representative of the players or the team captain.
- 4.5 If travel, training and match clothing has been supplied by the Club, the Player is committed to wear only those clothing when travelling with the Club, during training and in matches. This rule also applies in connection with press conferences, at television interviews and the like for the Club. Even though no such clothing has been supplied, the Player is, on the before-mentioned occasions, not allowed to dress in clothes from another sports clothing company than the company with which the Club has an agreement.
- 4.6 The Player is committed to follow the individual and collective training schedule determined by the trainer including individual running and weight training as individual training.
- 4.7 The Player is committed to make himself/herself available to the sponsors of the Club for advertising purposes without any separate payment:
- \_\_\_\_\_
- \_\_\_\_\_
- 4.8 The Club has the right to use the Player's photo with or without name for advertising purposes.
- 4.9 The use of the Player's photo etc. by either the sponsor or the Club must not conflict with the Player's obligations, including the obligations of loyalty, to the Player's main employer, and the use of the Player's photo must be offensive or in other ways used in compromising contexts.

- 4.10  According to below-mentioned detailed agreement, the Player is allowed to make agreements with personal sponsors or others for advertising purposes and participate in arrangements such as autograph writing and fashion shows.
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#### 4.11 DOPING MATTERS

- 4.11.1 The Player is obligated to make himself/herself available for doping control in connection with training and matches according to the WADA Code.
- 4.11.2 If the Club can document that the player has used doping, the Club has the right to terminate the contract, if the player is sentenced to a 3 months' ban.
- 4.11.3 Should the Club wish to take the judicial employment consequences of a positive doping sample (B-test), this must be announced to the Player no later than 8 calendar days after the result of the B-test has been made known to the Club. The Player can then bring the matter to judicial examination at Danish Handball's Court of Arbitration according to the Laws of DanskHåndbold.
- 4.11.4 If the Player can document that the use of doping has happened with the assistance of the Club's medical staff or other personnel, the Club is not entitled to terminate the contract.

#### 4.12 MATCH FIXING AND SIMILAR UNETHICAL BEHAVIOR

- 4.12.1 If the Club can document that the Player is guilty of match fixing or/and similar unethical behavior according to DIF's Legal Regulations VIII (the Match Fixing Regulations), the Club is entitled to terminate the contract, provided that the Player is sentenced to a ban of more than 3 months.
- 4.12.2 Should the Club wish to take the judicial employment consequences of the Player being found guilty of match fixing and/or other unethical behavior, this must be announced to the Player no later than 8 calendar days after the verdict of the case has been made known to the Club. The Player can then bring the matter to judicial examination at Danish Handball's Court of Arbitration according to the DanskHåndbold Laws.
- 4.12.3 If the Player can document that the match fixing and/or other unethical behavior has happened with the assistance of the Club's management or other personnel, the Club is not entitled to terminate the contract.

## 5. THE CLUB'S OBLIGATIONS TOWARDS THE PLAYER

The Club commits itself to show loyalty and cooperativeness and as far as possible take into consideration the working and family relations of the Player.

- 1 The terms regarding salary are fixed through an individual agreement between the Club and the Player. This includes the value of the salary elements. Further specifications and terms are to be entered under point 8 "Supplementary Agreement". The player cannot advance claims towards the Club, apart from what is stated in the Player's own contract with the Club. All elements of the salary (a.o. payment in cash and other free benefits) must be listed in the contract.

The Club offers payment, compensation for lost hours of work, and bonus for the Player's practicing of handball for the Club as is listed below:

Monthly basic salary:

Year 1 from, date \_\_\_\_\_ to date \_\_\_\_\_ monthly salary \_\_\_\_\_ Dkr.

Year 2 from, date \_\_\_\_\_ to date \_\_\_\_\_ monthly salary \_\_\_\_\_ Dkr.

Year 3 from, date \_\_\_\_\_ to date \_\_\_\_\_ monthly salary \_\_\_\_\_ Dkr.

Year 4 from, date \_\_\_\_\_ to date \_\_\_\_\_ monthly salary \_\_\_\_\_ Dkr.

Year 5 from, date \_\_\_\_\_ to date \_\_\_\_\_ monthly salary \_\_\_\_\_ Dkr.

Bonus (list time of payment after the amount):

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Staff benefits (e.g. free car, free housing, agent):

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Other (e.g. coaching):

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2 The above-mentioned payment, compensation for lost hours of work, and bonus are paid:

- On a monthly basis in arrears on the last day of the month, if not stated otherwise in the above.  
 On a monthly basis in arrears on the last day of the month, if not stated otherwise in the above.  
 Other

3 Optional pension scheme (not sportsavings)

Added:  Not added:

A pension scheme is introduced, after which \_\_\_\_\_ % of the Players basic salary is paid to a pension fund, as an addition to the Player's basic salary. The contribution to the pension fund is financed by the Club with 2/3 and by the Player with 1/3.

The Club pays contribution to the pension fund according to the valid tax legislation and is not responsible for the fiscal processing.

4 The Club is obligated to cover all travel costs connected to travels for the Club. Should accommodation be necessary in connection with travels for the club, the Club is obligated to make this available for the play, just as the Club must cover the costs for all necessary food and drink during the travel.

5 HOLIDAY

The Player is covered by the Danish Holiday Act.

Notification of holiday shall be given according to the regulations of the Danish Holiday Act.

Salary that warrants Holiday Allowance is defined as all taxable cash payments/salary elements from the Club. Henceforward the following applies:

- The Player receives salary during holiday, when the right to this has been earned.
- The Player receives 12,5% Holiday Allowance from all other in Denmark, taxable salary elements (e.g. sign-on fee, sign-off fee, stay-on fee, bonuses). The Holiday Allowance is paid monthly to the holiday account.

Holiday Allowance is paid out of the entire salary, entitled to holiday pay, as described in the Danish Holiday act.

6 The club is committed to place the following at the Player's disposal:

- Necessary practice outfit in each season  
 Necessary footwear in each season

Other than that, the club is obliged to make the following available to the player:

7 The Club is committed to make match dress and full dress available to the Player and the Player is committed to wear the dress in connection with matches for the Club.

The above-mentioned equipment given to the Player belongs to the Club. The equipment is under the responsibility of the Player and must at any time be well-kept. Equipment in such bad condition that it should not be used must be returned to the Club and replaced by new equipment.

Lost or badly-kept equipment shall immediately be reported to the Club so that new equipment can be ordered. The Player can be charged damages amounting to 25% of the retail price of the equipment.

If the contract is terminated within the contract period, all equipment shall be paid according to the following rules:

A  If the contract is terminated during the first season, 50% of the equipment's recommended price shall be paid

- or if the equipment has not been used it shall be returned to the Club.

B  If the contract is terminated at some time after the first season, 25% of the equipment's recommended price at purchase shall be paid or the equipment shall be returned according to the Club's decision.

Termination of the contract in this context means either resignation from the Club or termination of all handball activity for other reasons than temporary pause due to injuries.

## 8. SICKNESS AND INJURIES

8.1 The Club is obligated to make a physiotherapist available to the Player for the treatment of injuries occurred during training and matches for the Club.

8.2 The club must also make:

A doctor

A chiropractor

An Acupuncturist

available to the Player for the treatment of injuries occurred during training and matches for the Club.

8.3 During sickness and injuries, the Club pays the basic salary and other payments not related to matches to the Player.

8.4 Sickness and injuries do not have consequences for the terms of employment.

8.5 The Player is obligated to receive treatment from a doctor/physio therapist/chiropractor assigned to him/her by the Club, under the condition that the Club covers all costs connected with the treatment, with the withdrawal of public grants.

8.6 However, the Player always has the right to consult his/her own doctor and to reject the treatment prescribed by the Club. The Club is not obligated to cover such costs.

8.7 Should the Club have an agreement with a private hospital, all persons under contract with the Club must be referred to this hospital.

8.8 Furthermore the Club is committed to make the following available to the

Facilities for weight training.



## 6. INSURANCE CONDITIONS

1. The club is committed to take out a compulsory insurance in accordance with Danish Law on damages in connection with professional injury (ref. Act no. 422 of 10<sup>th</sup> June 2003).

The insurance has been effected at: \_\_\_\_\_

with police No.: \_\_\_\_\_

A copy of the policy has been given to the Player.

2. Furthermore, the Club shall take out a travel insurance to cover medical and hospital treatment as well as return transport in connection with travels abroad for the Club. N.B. When contract handball is performed in a club there is no obligation to take out travel insurance as the common travel insurance of sports (Idrættens Kollektive Rejseforsikring) will cover. Reference is made to [www.idraettensforsikringer.dk](http://www.idraettensforsikringer.dk).
3. Furthermore, the Club shall take out and pay for a full-time accident insurance on the Player where upon an amount of 500,000 DKK as a minimum in connection with 100% disablement or of 250,000 DKK in case of death shall be paid.

The Players' Union (HSF) negotiates with the insurance company and makes the agreement regarding the arrangements of the full-time accident insurance, and the Club takes out the insurance according to its agreement.

The HSF or a by the HSF chosen representative (insurance broker/consultant, insurance company or similar) handles the administration of the agreement, and provides the Player a copy of all relevant insurance terms and conditions. The HSF guarantees that the insurance conditions includes coverage of from 5% permanent injuries

The Club and the Player are responsible for reporting injuries.

The at any time valid insurance premium for the Club's mandatory insurance coverage of DKK 500.000 can be found through this link of the HSF

<https://www.haandboldspiller.dk/heltidsulykkesforsikring>

- 4 The Player and the Club has agreed on the following supplementary insurance cover, besides the under point 6.3 mentioned full time accident insurance. The Club is obligated to take out further insurance policy with the coverage of DKK: \_\_\_\_\_, so that the total coverage amounts to DKK: \_\_\_\_\_.

The Club must strive to get this additional insurance sum included in the insurance agreement of the HSF

The at any time valid insurance premium for the additional insurance coverage can be found through this link of the HSF

<https://www.haandboldspiller.dk/heltidsulykkesforsikring>

- 5 The Player is not allowed to take part in the below-mentioned sports and leisure activities without the written approval of the club:

## **7. PARTICIPATION ON SELECTED TEAMS ETC.**

- 7.1 The Player has the right to free time for training, travel and matches in connection with selection for the talent training, training sessions and national teams of DanskHåndbold. The release is conditioned by DanskHåndbold taking out a compulsory insurance according to Danish law on damages in connection with professional injury as well as travel insurance for the player or taking out insurance with similar cover against injury or death of the player.
- 7.2 The regulations of the IHF and the EHF regarding the release of players to national team activities that are in force at the time in question are applicable (See the IHF Regulations: III. Player Eligibility Code, article 7). For foreign citizens, the Club shall at its own expense take out travel and accident insurance for professional sports performers with an insurance amount of DKK 1,000,000 by death and DKK 1,000,000 by disablement including coverage in connection with illness and return transport.
- 7.3 Except from cases, where the Player is injured, the Player cannot send an excuse to sessions with the national team without previous agreement with the Club.
- 7.4 The Club pays salary to the player during national team assemblies.

## 8. SUPPLEMENTARY AGREEMENT:

Supplementary agreements of any kind can be added in this section as long as they do not contradict the League Regulations of DanskHåndbold.

## 9. GENERAL STIPULATIONS

- 9.1 Also applicable for the present contract, are the DanskHåndbold League Regulations, section 5 regarding player contracts, which can be found on [www.danskhaandbold.dk](http://www.danskhaandbold.dk), and with which the Player by signing the present contract confirms to be familiar with.
- 9.2 The Player commits himself/herself to conform to the regulations on function and participation of the DanskHåndbold enclosed herewith, and by signing the present contract the Player confirms to be aware of these regulations.
- 9.3 With their signature on the present contract the Club and the Player declare that all and only the rights, obligations and compensations mentioned in the present contract are applicable between the Club and the Player. In case of dispute between the parties on the validity of more than one employment contract with different content, the content of the employment contract which has been registered in copy at the latest date at the DanskHåndbold shall apply.
- 9.4 The present contract is subject to registration with the DanskHåndbold who ensures that the present contract does not conflict with the statutes and regulations of the association. Registration of the present contract can only be made when all due payments in accordance with the DanskHåndbold League Regulations - have been paid to the DanskHåndbold Office. Furthermore, registration depends on the compliance with the written regulations and that they are not deviated from on other issues than where it is explicit indicated that other issues can be agreed on. Finally, registration depends on a present and valid player certificate.

## 10. TERMINATION, CANCELLATION, TRANSFER TO ANOTHER CLUB

- 10.1 Except in the case of a breach of contract, the contract cannot be terminated by either party within the contract period. However, nothing can prevent a cancellation or a transfer to another club within the contract period if both parties agree to it.
- 10.2 By mutual agreement between the Club and the Player the Club can rent the Player to another club for a period of at least 3 months, and no longer than to the expiry date of the present contract. A loan of the Player to another club is subject to a written acceptance of the conditions in the present contract by the other club as the loaning Club guarantees all services according to the present employment contract. All rights of the Player according to the present contract are preserved in relation to the club to which the Player is rented.
- 10.3 The Club has the right to enter a joint team co-operation according to the DanskHåndbold regulations, and the Player is under the obligation to play on such a team, if he/she is selected. The rights and obligations of the Player according to the present contract remain unchanged in relation to the Club.  
The new company vouches for conditions in the previous company towards all the players, even those players, who are not transferred to the new first team/company.
- 10.4 Regardless of the agreed time of termination, the contract will terminate without delay or previous agreement on 30 June in the same year as the Club's first team is relegated to:  
 the division below which the club was eligible to play in at the time of the conclusion of the contract.  
 two division below which the club was eligible to play in at the time of the conclusion of the contract.

In this connection the Club has no financial claims at the transfer of the Player to another club.

- 10.5 If the Player has not settled all accounts with the Club according to the present contract and a request for the player certificate is submitted, the differences in question are certified at the player certificate with an indication of the date of claim.
- 10.6 Changes, amendments and cancellation of the present contract are only binding when written down and registered with the DanskHåndbold.

## **11. BREACH OF CONTRACT**

- 11.1 The principles of the Civil Service law §2b shall be used on this contract in matters of disciplinary misdemeanors, unfair dismissal, breach of contract or severe breach of contract under consideration of the below-mentioned procedural regulations.
- 11.2 Where the Club's material breach of a player contract is acknowledged by the Club or established by an arbitration award, the Player may request to be released from the contract. The Player can get a playing license for a new club according to the DanskHåndbold League Regulations
- 11.3 Where the Player's material breach of a player contract is acknowledged by the Player or established by an arbitration award, the Club can request a discontinuation of the contract, however for the remaining period of the contract, the Player can only make a contract with another club with the approval of the club with which the Player had made the discontinued contract.
- 11.4 However, for the remaining period of the contract the Player can get a playing license without a player contract for another Danish club whose highest ranked team plays in a division two levels lower or does not participate in the Danish national tournament.
- 11.5 The club is bound to release the Player's certificate when a contract is discontinued without any regard to the cause hereof. If occasion should arise, a new playing license can be issued according to the regulations in this section and in section 5 in the DanskHåndbold League Regulations.
- 11.6 By material breach of contract from the Club's side is especially, but not exclusively, meant non- or delayed payment of salary, bonus, holiday bonus, etc.
- 11.7 By material breach of contract from the Player's side is especially, but not exclusively, meant repeatedly absence from training or match, severe disloyal statements to the public about the employer, use of performance-enhancing drugs. By use of performance-enhancing drugs is meant established use of illegal performance-enhancing drugs according to the regulations of the Danish Sports Federation (DIF)/the EHF/the IHF.
- 11.8 By non- or delayed payment of salary, bonus, holiday bonus, etc. the Player shall give in a written demand hereon to the Club with a payment notification of at least 7 days for payment of the amount due. The written demand shall be sent recommended to the Club and the written acknowledgement of receipt and the time of the receipt shall be obtained by the Player. If payment is still not made after the expiry of the demand notification, it is considered an essential breach of contract by the Club.

- 11.9 By material breach of contract due to non-payment of salary or repeatedly delayed payment of salary, bonus or holiday bonus, the Player has the right to immediately request a discontinuation of the contract by the DanskHåndbold Court of Arbitration according to the DanskHåndbold Laws, section 25 and get the player's certificate from the contract club. The Player can get a playing license for another club according to the tournament regulations for club transfer.
- 11.10 The club has the same rights if the player repeatedly does not show up for training or match without just cause.

## 12. ARBITRATION

The present contract is regulated by Danish law.

Any civil legal dispute between the parties that arises from the present player contract shall be settled at the DanskHåndbold Court of Arbitration in accordance with section 24 in the DanskHåndbold Laws

## 13. SIGNATURES

- 13.1 **At the signing of the contract, it is also confirmed that the fixed text in this contract is not corrected, erased or in any other way changed as well as adding of text is only done in those paragraphs that are open for editing**

### Player Agent's

The following ticked and filled in by the parties and any contributing Player Agents:

No authorized or unauthorized Player Agent has contributed during the establishment or conclusion of this contract.

Describe any other assessors who participated in the establishment or the conclusion of the Player Contract:

During the establishment or the conclusion of this Contract the following Player Agent(s) has/have been involved:

As Agent for the club: \_\_\_\_\_ As Agent for the Player: \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

Postcode/Town \_\_\_\_\_ Postcode/Town \_\_\_\_\_

Country \_\_\_\_\_ Country \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

### 13.2 Contracting parties.

Date \_\_\_\_\_

For the Club/company

Name

Name

Name

Name

Date \_\_\_\_\_

As the Player

Name

Name

Name

Name

(The signature of the Player and if the Player is under 18 at the date of the authorization, also the signature of the guardian, the name of the undersigned shall be indicated in typed letters).

A signed version of this contract will be made and handed out to the parties at the time of the signing. The Club is responsible for sending the contract to the DanskHåndbold 14 days after the signing at the latest.

The present Player Contract is registered by the DanskHåndbold, who will ensure that the Player Contract is registered by the European Handball Federation (EHF).

The registration only implies that the Player Contract has been entered according to the DanskHåndbold League Regulations. In connection with the registration, no decision has been made regarding the content of the contract, as this is solely a matter between the Club and the Player. Furthermore, the DanskHåndbold cannot be held responsible for any loss that one of the parties might suffer as a result of the present contract of employment or breach of contract from one of the parties, including loss as a result of lacking insurance coverage or claim from the authorities.

Copy of Attestation of registration will be sent to both parties.

#### DanskHåndbold

Player contract registered on:

\_\_\_\_\_

Player's certificate certified on:

\_\_\_\_\_