



# Singleton Rugby Club Ltd

## Overseas Player Contract Policy

<b>Applicability</b>
Singleton Rugby Club Ltd
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## Definitions

The following terms and acronyms are used within this document:

<b>Code</b> - Refers to the Singleton Rugby Club Code of Conduct
<b>SRC</b> – Refers to the Singleton Rugby Club Ltd
<b>SRC Board</b> - Refers to the Singleton Rugby Club Elected Board of Directors
<b>Manager</b> – Refers to the Club's Bar Manager
<b>Club</b> – Refers to Singleton Rugby Club and Grounds ( <i>bounded by land at 73 Howe St Singleton</i> )
<b>Club Executive</b> – Refers to Club's President, Senior Vice President, Secretary, Treasurer
<b>Overseas Player</b> – An overseas person that agrees to play for the club ( <i>must have signed a Contract -V.1.3 - OPC015</i> )
<b>Workers</b> – Refers to Employees, Directors, Contractors, Club Members, Players, Patrons Consultants & Ground Manager

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## Policy Purpose

This document is to provide an understanding to all persons entering into an overseas playing contract agreement (*refer to Contract of Services for an Overseas Player V.1.3 - OPC015*) with the Singleton Rugby Club Ltd.

## Exposures

Fair Work Act 2009, Singleton Rugby Club's Ltd Code of Conduct or other approved club or union policies including the Player Contract of Services for an Overseas Player V1.3.

Accordingly, this policy shall apply to all person/s who have signed the Contract of Services of an Overseas Player V.1.3 – OPC015, with the Singleton Rugby Club Ltd.

The Contract of Services of an Overseas player must be signed by the player and witness and a member of the SRC Board Executive for each contract and a witness.

## Expectation / Requirement's

### Player Commitment:

The player agrees to:-

- A commitment to the Club that they are legally able to both play rugby in Australia and for the SRC;
- Attend all training sessions required by the SRC and participate fully to the best of their ability and skills for and on behalf of the SRC;
- Attend all game days required by the SRC and participate fully to the best of her ability and skills for and on behalf of the SRC;
- Meet the minimum fitness standards established for the player by the SRC, its fitness trainer or doctor;
- Agree to observe the games rules and SRC Policy's and Constitution, NHRU, ARU & IRB policy's as required;

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- Attend any work commitments each day required by their hours of rostered work with an employer, unless unable due to illness or injury.
- Attain adequate medical coverage and consider getting Income Protection (IP) while playing rugby with the SRC.
- If sick or injured provide a Medical Certificate to the SRC and or employer as deemed required by the club or employer covering the sickness or injury;
- If injured and were practicable attend both training sessions and games days and assist as directed by the Club's Coaches and Rugby Manager or as their injury permits;
- As requested and were capable to assist with any SRC player development within the senior and junior clubs;
- The player agrees to give fair notice (*1 calendar month written notice*) to leave the SRC and terminate the contract.

### Club Commitment:

The SRC agrees to:-

- Assist the player in gaining local employment;
- Assist the player in finding suitable local accommodation;
- Assist the player to improve their leadership skills.

#### *Exemption:*

If the player declines a fair employment opportunity or is terminated by an Employer, the SRC is then deemed to free of its commitments in having to provide assistance in attaining employment/accommodation for the player under the SRC Contract of Services.

### Club / Player Dispute Resolution:

Should the SRC or the player be in breach of any of terms of the Contract of Services, the SRC and the player agree to take the following actions to resolve any dispute :-

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- Agree to attend a mediation meeting to discuss the breach as arranged by the SRC Executive;
- Ensure a support person is provided if requested by the SRC or player;
- If a resolution cannot be agreed by the parties the SRC may terminate the Contract of Services by giving one (1) calendar months' notice in written as approved by the SRC Board.

### Agreement Termination:

The SRC Board may terminate the players Contract of Services immediately by written advice if the player is found guilty of serious misconduct, including but not limited to: -

- The player being found to breached of SRC Code of Conduct policy;
- The player being found guilty of any ARU/NHRU anti-doping regulations or to have breached the SRC Alcohol & Drug Policy;
- The player being found guilty by an Australian court of law of any criminal offence;
- The player being suspended by the NHRU or the SRC from playing rugby for a period of five (5) weeks or more.

### Financial Assistance (Small Value Loan):

The SRC Board may agree to provide a small value financial assistance (loan) to an overseas player if requested.

All applications for small value financial assistance must be in writing addressed to the SRC Board of Directors.

Process outline: -

- The SRC Board will undertake to review any applications received;
- Applications must include - A total dollar amount requested – Reason for small value Financial Assistance loan (*E.g. Vehicle Purchase*) – Proposed repayment timeframes and amounts (*E.g. Weekly or fortnightly repayments*) – Provide an overview of work commitments that will allows repayment of loan; Bank account details will need to be provided if loan is approved;
- The SRC Board reserves the right to not approve any application received;

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- The SRC Board Executive may elect to complete an Interview with the applicant;
- The SRC Board reserves the right to set/amend the terms and conditions of the Agreement including but not limited to; commercial terms, payment timeframes;
- Small value financial assistance loans must be repaid in FULL prior to the applicants' departure from the club (*Full Loan Balance Amount*) if the Contract of Services is terminated or the player elects leaves the SRC;
- If the SRC Board agrees to a small value loan, a small value loan agreement form (SVLA01) must be completed and signed by both parties prior to providing funding.

### Notes:

- *Financial assistance will only be granted to Overseas player who have signed the Contract of Services - Overseas Player form (V.1.3 - OPC015)*
- *Small value financial assistance (loan) is not available to other Club players.*
- *Prior to funding any loan a SRC Purchase Order must be approved & issued.*
- *Small value financial assistance (loan) must not exceed \$3,000. (unless approved by the Full Board)*
- *Small value financial assistance loan repayments must not exceed 51 weeks from the date of Agreement.*
- *The SRC Board will determine if any interest or administration fees will be changed on small value financial assistance loan & advised to applicant.*
- *Loans approved by the SRC for vehicle purchase are the responsibility of the purchaser and the vehicle must be fit for purpose, the purchaser should hold & produce a current Australian driver's licence, it will be the responsibility of the purchaser to pay all registration, traffic, parking or toll infringements, the vehicle must be insured for the value of the approved small value loan.*

## Breaches of the Policy and Disciplinary Action:

Breaches of the Player Contract or any SRC Policy where, as a result of the above process, a contract player is found to have breached a SRC Policy it will be dealt with via the Club's Code of Conduct.

The Club may take one or more of the following actions:

Disciplinary action may be taken in relation to a contract player that breaches a Policy:

- Which may include dismissal, termination; game suspension; club access bans; removal from the club; written warning;
- Contracts of Service may be terminated; Legal action to recover loan balance amounts;
- The matter may be referred to the NSW or Australian Police or other regulatory bodies; and

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- Any other actions as deemed appropriate by the SRC Board.

**Note:** Termination of an SRC Player Contract must be agreed by the SRC Board by a majority agreement.

## Appendix A:

Form V.1.3 - OPC015

### CONTRACT OF SERVICES - OVERSEAS PLAYER

**Parties:**

1. Singleton Rugby Club Ltd (The SRC)
2. .... (The Player)

**Term:**

The SRC and the Player agree that the term of the 'Contract of Services' is from (date)..... 20XX to ..... 20XX; or as long as the player maintains their service to the Club.

**Commitment:**

1. *The Player agrees to:-*
  - (a) Give a commitment to the Club that they are legally able to both play rugby in Australia and for the Club;
  - (b) Attend all training sessions and games required by the SRC and participate fully to the best of his ability and skill for the SRC;
  - (c) Meet the minimum fitness standards established for the Player by the SRC's fitness trainer;
  - (d) Agree to be bound and observe the rules and constitutions of the home Union and IRB, NHRU;
  - (e) Attend work each day required by their hours of work roster, unless unable due to illness or injury. On these occasions a Medical Certificate will be required by the Employer and if requested by the SRC.
  - (f) Attain adequate medical coverage and consider getting Income Protection (IP) while playing football with the Club.

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2. *The SRC agrees to:-*

- (a) Assist the Player in securing employment;
- (b) Assist the Player in finding suitable accommodation.

**Exception:**

If the Player declines the employment opportunity or is terminated by the Employer the SRC is then deemed to be discharged of its commitment in having to give assistance in securing employment for the Player under this Contract of Services.

**Dispute Resolution:**

Should the SRC or the Player be in breach of any of terms of the Contract of Services, the SRC and the Player agree to take the following action to resolve any dispute:-

- (a) Agree to arrange a meeting to discuss the breach and involve a mediator if requested by either party;
- (b) If a solution cannot be agreed upon the SRC can terminate the Contract of Services by giving one (1) months written notice via the SRC Board.

**Termination:**

The SRC may terminate the Players Contract of Services immediately if the Player is found guilty of serious misconduct, including but not limited to:-

- (a) The Player being found guilty by an Australian court of law of any criminal offence;
- (b) The Player being found guilty of any anti-doping regulations or SRC Alcohol & Drug Policy;
- (c) The Player being found guilty of any serious breach of SRC policies or Code of Conduct;
- (d) The Player being suspended from playing rugby for a period of five (5) weeks or more.

The Contract Player must make themselves aware of the SRC's Overseas Player Contract Policy – OPC014.

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By signing below both the SRC and the Player are confirming they are satisfied with the above terms and conditions of the '*Contract of Services*'.

**Player:**

Print Name : .....

Signature : .....

Date : .....

**Witness :**

Print Name : .....

Signature : .....

Date : .....

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**\*SRC Club Official:**

Position : .....

Print Name : .....

Signature : .....

Date : .....

**Witness:**

Print Name : .....

Signature : .....

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Date : .....

*\*Note: Club Official must be a member of the SRC Board Executive. A copy of the Overseas Player Contract Policy must be provided to the player.*

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