**Club – Player Contract**

## Parties

1. **CLUB NAME**, a company registered in England and Wales with **COMPANY NUMBER** and whose registered address is at **ADDRESS**(referred to as “**CLUB NAME**”, “**we**”, “**us**”, “**the club**” or “**our**”); and
2. The individual whose details are set out in Schedule 1 of this agreement (referred to as “**the Player**”, “**you**” or “**your**”)

Each a “**party**” and together the “**parties**”.

1. **Appointment and Duration**
	1. We engage the Player, and the Player agrees to be engaged, to play for and represent us in any esports events, match, session or tournament in accordance with the terms of this agreement.
	2. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership, joint venture or employment relationship between the parties, constitute either party the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party.
	3. This agreement shall commence on the date that both parties sign the agreement, and shall continue unless and until terminated by either party in accordance with the provisions of this agreement (“Term”).

## Vision and Values

The Player acknowledges to follow our visions and values. We aim to provide our members with a fun and inclusive environment by:

* improving our skills and understanding within the industry;
* organising teams, tournaments and events;
* producing high-quality entertainment for our members and the public;
* becoming role models within the esports and gaming community;
* supporting Esports Wales teams and gaming communities; and
* growing grassroots esports and gaming in Wales.

For further information of our vision and values, **CLUB VALUES LINK**

## The Clubs Obligations and Rights

* 1. We will aim to provide reasonable support to the Player in connection with this agreement, as may be agreed upon between the Player and The Club (via its game manager(s) and/or other members of its committee).
	2. The club shall have the absolute discretion to select which tournaments, matches and events it enters, the number of teams (if more than one team is to be entered) and the players who shall be included in the team (or teams, as the case may be).
	3. If the Player is unable to perform his duties under this agreement, then the club reserves the right to use a substitute player in respect of any tournament, match or event in place of the Player.

1. **Player Obligations**

## The Player agrees to:

* + 1. participate in any matches, events, sessions and/or tournaments in which you are selected to play in by The club (unless as otherwise agreed between the parties);
		2. be punctual when attending all meetings, team practice sessions, matches, events and tournaments and responding to communications. If you are unable to attend any meetings, practices or events, please notify us as soon as possible;
		3. play to the best of your skill and ability at all times when participating in any matches, events, sessions and/or tournaments in which you are selected to play in by the club;
		4. make yourself available at all reasonable times to the club and/or its sponsors for marketing, promotional and business development purposes in relation to this agreement;
		5. follow the club’s procedures and standards, including health and safety and equal opportunities, and other policies as notified by the club to the Player from time to time, when performing your obligations under this agreement;
		6. inform the club immediately of any criminal prosecution or other complaint brought against you after the date of this agreement and of any actual or likely press speculation or inquiry into you, your personal or business affairs, or publication in relation to such matters;
		7. provide such assistance and support as reasonably required by the club in achieving the visions and values set out in clause 2 above;
		8. comply with all applicable laws, regulations, policies and guidelines in connection with the performance of your obligations under this agreement, including in relation to your use of any esports or social media platforms as part of this agreement;
		9. be respectful to your team members and other members and volunteers at the club; and
		10. support your team members by sharing knowledge and providing honest feedback in relation to any matches, events and/or tournaments.

* 1. The Player agrees that you shall not:
		1. enter into any other agreement, arrangement or relationship with any other esports club, team or player organisation during the Term that is similar to or in direct competition with the club without first obtaining the club’s prior written permission;
		2. behave inappropriately including, but not limited to, cheating, violence, abuse, racism and/or unsportsmanlike conduct;
		3. make any pejorative statement relation to the club, any of your team members and/or other members or volunteers at the club, in public, online (including on social media), to the press of elsewhere; and/or
		4. do anything that may bring the club into disrepute or that may prejudice the goodwill or reputation of the club.

## Intellectual Property

* 1. The Player agrees to grant the club a non-exclusive irrevocable licence worldwide to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence their name(s), username/gameplay name, social media handles (e.g. Twitter, Twitch and/or Instagram handles), voice, biography, images, films, slogans, logos, likeness and gameplay footage (together with the Player Content) for advertising, marketing and promotional purposes and for publication on the clubs’ website and social media pages.
	2. Where the Player Content includes any intellectual property rights of a third party, the Player warrants and confirms that you have obtained all necessary consents and licenses to enable the club to use the Player Content for the purposes set out in clause 5.1.
	3. The club agrees that all intellectual property rights in the Player Content shall remain the exclusive property of the Player (or its licensors).

## Remuneration

* 1. The Player acknowledges and agrees that you shall not be entitled to receive any payment from the club in respect of the performance of your obligations under this agreement, other than as set out in clause 6.3 below.
	2. The club shall receive one hundred per cent (100%) of revenue derived from promotion and advertising, unless previously agreed upon in writing.
	3. In the event that an the club team receives a cash prize from participating in a tournament, the money shall be split as follows:
		1. The club shall receive ten per cent (10%); and
		2. the remaining ninety per cent (90%) will be equally divided between the players (and where necessary, the coaches) in the tournament, or in such other proportions, as may be notified to the Player by the club prior to the commencement of the tournament.
	4. In respect of any sums due to the Player in accordance with clause 6.3, the club shall pay such sums due to the Player under clause 6.3 within 30 days of the club receiving the cash prize, to a bank account nominated in writing by the Player.
	5. The club may deduct from any remuneration payable to the Player any sums that the Player may owe to the club at any time.

## Expenses

* 1. At its complete discretion, the club may:
		1. pay all (or part of) tournament entry fees for the team; and/or
		2. purchase t-shirts (or such other items of clothing) for the Player and other members of the team, who are attending events in person (for example, LAN events) on behalf of the club. In such event, the Player may reasonably be required to wear such items of clothing provided by the club, for the duration of the event.
	2. The club will reimburse certain out-of-pocket expenses which have been approved in advance, wholly at our discretion.

## **Termination**

* 1. This agreement may be terminated at any time by either party providing the other with at least one (1) weeks’ notice in writing.
	2. If the Player fails to perform their obligations under this agreement, the club shall be entitled to terminate this agreement immediately.
	3. In the event that the agreement is terminated:
		1. subject to clause 6.5, the club shall pay to the Player any outstanding sums due to the Player in accordance with clause 6.3; and
		2. from the date this agreement is terminated, the Player shall no longer be entitled to any share of the revenue.

## Limitation of liability

## Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:

## death or personal injury caused by negligence;

## fraud or fraudulent misrepresentation; and

## breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

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## Subject to clause 9.1, the club shall have no liability for loss of reputation, loss of publicity or loss of opportunity to enhance the Player’s reputation.

## Subject to clause 9.1, the club total liability to the Player under or in connection with this Agreement shall not exceed the total sums paid and payable to the Player under this agreement.

## Confidentiality

You shall not use or disclose to any person either during or at any time after the termination of this agreement, any confidential information about the business or affairs of the club or any of its business contacts, or about any other matters which may come to your knowledge in the course of your engagement. For the purposes of this clause 10, confidential information means any information or matter which is not in the public domain (except as a result of your breach of this agreement) and which relates to the affairs of the club.

## Data Protection

The club will collect and process the Player’s personal data in accordance with its privacy notice.

## General

* 1. **Assignment:**
		1. The Player shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of his/her rights and obligations under this Agreement.
		2. The club may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement, provided that it gives prior written notice of such dealing to the Player.

* 1. **Notices:**
		1. Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
			1. delivered by hand or by pre-paid first-class post or other next working day delivery service to the address for that party as set out at the beginning of this agreement or as otherwise notified by that party from time to time; or
			2. sent by email to such email address as each party shall notify to the other in writing from time to time.
		2. Any other notice or communication sent under this agreement shall be deemed to have been received:
			1. if delivered by hand, at the time the notice is left at the proper address;
			2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; or
			3. if sent by email, at the time of transmission, or, if this time falls outside normal business hours, when business hours resume.
	2. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12.3 **Entire agreement**. This agreement constitutes the entire agreement between the parties and superseded and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.4 **Severance.** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

12.5 **Variation**. No variation of this agreement shall be effective unless it is in writing and signed by both parties.

12.6 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.7 **Third Party Rights.** This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

12.8 **Governing Law and Jurisdiction.** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection to it shall be governed by and construed in accordance with the law of England and Wales. The parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

**NAME** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DATE** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNATURE** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_