July 2023



# To Clubs at Steps 1 to 6 of the National League System

#### **Dear Secretary**

Following the introduction of the new Non-League Player's Contract, our office is rejecting a large proportion of contracts received for several common issues, which duplicates the workload for clubs and prolongs the registration process, and therefore we ask clubs to take note of the following.

#### Start Dates

The Contract Start Date (page 1) should be the same as the date of signatures (page 4). A contract signed, for example, 25<sup>th</sup> June 2023 should also commence from this date. The FA will not accept contracts which are predated. Therefore, please ensure both the start and signature dates are the same.

### End Dates

Although clubs are free to insert any end date, we strongly recommend clubs continue to use the first Saturday in May or the 30<sup>th</sup> of June of the expiring year. Clubs may also wish to add the words 'or the date of the last league or knock-out competition match of the Club's first team' after the chosen end date.

### Salary Start Dates

Clubs may wish for the first salary payment date to fall after the start date of the contract. The FA will not reject contracts on this basis, however clubs are reminded of their obligations to ensure players are paid for any period in which they are undertaking work for the club, including any pre-season and friendly fixtures, and scheduled training.

## **Player Salary**

Clubs should ensure that players are receiving salary in line with National Minimum Wage.

# **Working Hours and Location**

A player's usual hours of work must be detailed under Section 5, which should include training sessions and matches. Clause 6 of Part 2 provides the club with the flexibility to require a player to attend on any other dates where a fixture has been re-arranged (as well as any training session associated with that re-arranged fixture).

#### **Option Section**

If the agreement is to include an Option, clubs must ensure that the section is completed in full and include the terms of the option (i.e. the length of the option and the salary). It must also indicate if the salary is to be paid monthly or weekly. Clubs are reminded that any Option must comply with the requirements of FA Rule C.

## **Signatures**

These must be completed in either wet ink or via a verified digital signature programme (DocuSign, Adobe Sign).

Both sections for the witness must be completed in full.





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## Injury / Sick Pay

The old contract is no longer valid and therefore previous practices which deviate away from the new contract and its standard terms cannot be accepted by The FA. The new contract ensures players receive a minimum of 6 weeks' salary while injured (Steps 2 to 6 clubs) or 12 weeks (Step 1 clubs).

This was advised to clubs on the webinars held by The FA and Northridge Law, and via communications which were circulated from our office.

While you can make other provisions relating to injury/sick pay after the minimum terms have been met, the standard terms of the contract cannot be altered or disregarded. Please refer to clauses 26 to 30 of the contract agreement and the guidance which accompanies this circular.

#### **Contract Submission**

If clubs are unable to enter additional payments within the space provided by the contract, separately signed addendums can accompany the signed contract.

Clubs are requested to submit the completed contract in its entirety and not just the first four pages.

If clubs require further guidance on anything specific, please do contact our office at <u>registrations@thefa.com</u> and we will assist where we can.

FA Player Status The Football Association