

ATHLETES AND SPORT CLUBS CONTRACTS



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Engaging in sports in the Republic of Srpska is voluntary, free and available to all citizens on equal terms, regardless of racial, ethnic, religious, political and gender affiliation.

Sport in the Republic of Srpska is an activity of general interest and the same can be achieved thorough preparation and implementation of sports development programs. Due to the established public interest, the legislator has allowed some variations and tolerances in relation to the Labour Law of the Republic of Srpska.

The Law on Sports of the Republic of Srpska stipulates that the Republic of Srpska should respect the principle of sports organizations autonomy and other forms of organizing, their rights to establish internal relations, involvement and association in the sports federations and independent decisions on sporting rules, where all have to be in accordance with the law and international rules.

Sports organizations and athletes shall resolve mutual disputes of a sport character in accordance to their own and international sports rules and standards.

Sports organizations and athletes realize their rights and obligations through branch sports federations, in accordance with their Articles of Association, provisions of this law and the rules of international sports.

Branch sports federations of the Republic of Srpska exercise their rights and obligations in the international sports federations either independently or through joint branch sports federations and the Olympic Committee of Bosnia and Herzegovina.

Branch sports federations, on the basis of international sports rules, determine conditions under which athletes and sports experts, who are foreign citizens, can engage in professional sports organizations.

The rights and obligations of athletes from abroad shall be regulated by the contract and international sports rules provided that the same should possess a work permit issued by the competent state authority and registered with the competent Ministry.

Branch sports federations are obliged to adopt regulations for the relevant branch of sport in accordance with the rules of the particular international sports federation.

In accordance with the above rules, branch sports federations determine in particular:

- Principles of organization;
- Rights and obligations of athletes and professionals in sport;
- Rules for organizing sports competitions and participating the same;
- Measures to prevent the use of illegal stimulants;
- Measures for health care of athletes in accordance with the regulations on athletes health protection;
- Conditions of transfer of athletes from one sports organization to another and sanctions for non-compliance;
- Compensation for sports organization from which the athlete is coming, as well as compensation by sports organizations to which the same is transferred;
- Licensing system of athletes, sports professionals and sports organizations to participate in competitions;

- Security measures for sports participants;
- Qualifications and practices of sport activities and professional work;
- Professional education and training;
- Programs for sports development, etc.

Amateur and professional sports organizations in their legal documents may establish special rights for their athletes, who participate in amateur competitions or sporting events, such as the right to premiums and compensations for their achievements, scholarships, fees for increased feeding costs, fees for purchase of the sports equipment, as well as costs of participation at professional trainings and competitions.

In a sport organization an athlete can be engaged as a professional (the professional contract) or as an amateur (the amateur contract), but also can conclude a service contract (sports activities) as well as contracts for scholarship with a purpose of sports development.

The mutual rights and obligations of the player and the club may be established on the basis of the contract concluded in writing between the player and authorized representative of the club. The contract is confidential and an adequate number of copies should be possessed only by the player and the club. In practice, in the Republic of Srpska, these sports contracts are mostly of common type, i.e. there are forms prescribed by sports federations. The same have to include: names of contracting parties, time period for which the contract is concluded, and the rights and obligations of the parties (financial compensation).

A professional player is a player who has concluded a contract with the club and who is involved in some sport (football, basketball, etc.) as his/her main activity for which he/she receives a salary and other stipulated compensations. The player with a professional contract has the status of an employee and must be insured by the club for all types of injury, disability, death which happened as a consequence of playing, training, as well as in other circumstances that might occur when traveling to/from a match or training.

In the Republic of Srpska all sports organisations (clubs) are prescribed a number of professional contracts that have to be concluded per a club to enable the club to play in the certain league. For example, football clubs of the BIH Premier League must have contracts concluded with professional players and exceptionally they may conclude amateur contracts with not more than 11 players. Clubs of the RS First League must conclude either professional or amateur contracts. In most cases secretariats of federations maintain a register of all professional contracts.

Depending on the type of sport, there are some variations in terms of the period of conclusion of the professional contract, but it is most common to conclude the same for the period of at least one year and a maximum for five years.

As for underage players, with whom a sport organization would like to conclude a professional contract, there are many restrictions in all sports. The above restrictions are mostly related to the age of players, since, for example (football) players under age of 16 years cannot conclude a professional contract under any circumstances. With minors sport clubs usually conclude contracts on scholarships and contracts for sports development. The said agreements have to be concluded with parents or legal representatives of minors.

An amateur player is a player who plays sports without any compensation. Exceptionally, an amateur player can conclude the amateur contract with the club contracting the special conditions under which the player performs, such as scholarship, then for nutrition and the like.

Signatures on the contract cannot be unilaterally withdrawn.

If one of the contacting parties (the player or the club) does not fulfil contractual obligations, the other party may terminate the contract. Reasonable grounds for termination of the contract are of factual nature and costs depend on each individual case. For example (basketball) if the club is late 60 days in discharge of its obligations, the player may terminate the contract at the expense of the club. The request for the termination, depending on the sport, shall be submitted to the Federation Register or Commission established within the Federation.

As noted earlier within the federations there are established bodies that decide in the first instance and each of the parties has the right to appeal against the first instance decision.

The mutual termination of the contract usually contains a statement about reaching mutual agreement on termination of the contract, while in certain sports (e.g., basketball) it is prescribed that the statement must be filled in a prescribed form.

In cases where the contract is terminated unilaterally, the party that terminated the contract bears the adverse consequences. In cases that the club terminates the contract without any justified reason i.e. sporting justified reason, then shall be obliged to fulfil all contractual commitments by the end of the contract.

In the event that the player unilaterally terminate the contract then is obliged to pay to the club the amount of compensation received when concluded the contract.

As noted above, despite some variations, or a kind of autonomy determined by the legislator, in regulating the rights, obligations and relations of athletes and sport clubs, the main principles of contract and labour law, however, must be respected in order to enable the legal consequences of the contracts to be effective.

Bearing in mind the objective and the general interest of sport in general, the intention of the legislator, when regulating this area and when adopting the RS Law on Sports to leave a great freedom to the parties to decide on their contractual relationship (with relatively low limits) is correct.

Yet one should not ignore the other side i.e. the constant development of sport in the world, the fact of its massiveness, growth and impact on the daily lives of people. All this imposes the need to adopt new and better laws and bylaws, solutions and ideas which would enable that this area in our country is arranged in a modern and practical way, leaving no room for numerous abuses that are most likely to occur in the exercise of the rights of athletes on the basis of concluded contracts, and during the transfer of our young athletes (talents) abroad.

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