



# Danmarks Ishockey Union

## Danish Ice Hockey Association

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### CONTRACT FOR ICE HOCKEY PLAYERS

The undersigned

**NN CLUB/A/S/ApS**  
**Company reg. (CVR) no. [...]**  
**[Street and house number]**  
**[Postcode and city]**  
**[e-mail]**  
- hereinafter called **(the) Employer**

and the co-signatory

**Name**  
**Civil Reg. (CPR) no.:**  
**[Street and house number]**  
**[Postcode and city]**  
**[e-mail]**  
- hereinafter called **the Player**

have today entered into the following **employment contract**.

**Term of contract:** The Player's term of contract shall be from \_\_\_\_\_.\_\_\_\_\_ to \_\_\_\_\_.\_\_\_\_\_.

**Salary:** The agreed gross salary for the period of employment shall be DKK [ ]  
Salary shall be paid in monthly instalments of DKK [ ], for the first time on [ ].

**Usual place of work:** [Employer's ice rink and address].

#### Special terms and conditions:

**All individual agreements on the terms of employment such as agreements on bonus, accommodation, car and travelling allowance and all departures from the standard terms and conditions etc. are stated here. The standard terms and conditions may not be waived by individual terms and conditions to the detriment of the Player.**



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*For both Parties, this contract shall be subject to approval by the Danish Ice Hockey Association's Licensing Committee of both the contents and the signing of the contract. Until the Player has been notified of the Licensing Committee's approval, the Player may withdraw from the contract in accordance with point 16.1 of the Standard terms and conditions.*

The Contract is entered into on the terms and conditions specified on pages 1 and 2 and in accordance with the **Standard terms and conditions for employment of ice hockey players in Denmark**. *The Standard terms and conditions shall apply unless they have specifically been departed from in the above individual terms and conditions.*

, dated

, dated

Employer:

Player:

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## Standard terms and conditions for employment of ice hockey players in Denmark.

Applicable to contracts which are entered into from 25 February 2016

### 1. TERM OF CONTRACT AND JOB TITLE

- 1.1. The Player's term of contract is stated on page 1 of the contract. The contract shall terminate without notice at the end of the specified term of contract.
- 1.2. The contract shall not be terminable by either Party during the term of contract.
- 1.3. The date of termination for players with a permanent address in Denmark on the date of entering into the contract shall be 30 April in the year of termination. However, this provision shall not apply to tryout contracts.
- 1.4. If the contract is a tryout contract, this shall be stated specifically under the contract's special terms and conditions. The term of contract may not exceed one (1) month.
- 1.5. The Player's title shall be Ice Hockey Player.

### 2. SUPERIORS AND PLACE OF WORK

- 2.1. The Employer has employed one or more coaches who are in charge of the day-to-day management of the elite team and a team manager who is responsible for a range of administrative and practical tasks concerning the team. The Employer has appointed this management team as the Player's immediate superiors and this team may decide on managerial matters and on issues relating to the Player's daily work. Any questions concerning this contract may be answered by the Employer's sports director or executive board.
- 2.2. The Player is always welcome to seek advice and guidance or receive answers to questions of an administrative nature from the Employer's administration.
- 2.3. The Player's usual place of work is specified on page 1 of the contract, but the work in connection with away matches, training camps, exhibition matches etc. will take place in other ice rinks, possibly in other countries. Unless otherwise agreed separately, the Employer shall arrange the Player's transport in connection with work in places other than the Player's regular place of work.



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## 3. THE PLAYER'S OBLIGATIONS

- 3.1. The Employer generally expects and demands that the Player represents the Employer and the sport of ice hockey in the best possible way during the employment period.
- 3.2. The work as an ice hockey player requires that the Player attends training, training and tournament matches and exhibition matches. This shall be planned and determined by the team of coaches, and the Player's concurrent education or job, if any, shall be taken into consideration as far as possible.
- 3.3. The Player shall comply with the rules laid down by the elite team's management team, including disciplinary measures such as fine kitties. Rules governing payments into the fine kitty and its use shall be agreed between the Player (or the players' representatives) and the day-to-day management. Normally, the money collected in the fine kitty is used for social events for the elite team. Any complaints shall be settled by the executive board.
- 3.4. If the Player cannot attend training or a match, he shall immediately notify a member of the management team stated in point 2.1.
- 3.5. The Player shall have no claim to participating in the elite team's training sessions and matches. This means that in the event that the Employer does not wish to use the Player for matches or training, the Player cannot demand to participate in the elite team's training sessions and matches. Similarly, the Player cannot be ordered to train or play matches on the parent club's U20 or 1st division teams except in the events specified in point 3.6. The Employer shall pay the usual salary, bonus, per diem allowances and other employee benefits in the part of the contract period in which the Player is not used on the elite team.
- 3.6. The Player may, however, be ordered to play matches for the parent club's U20 or 1st division teams if returning after an injury or if match training is needed for other reasons.
- 3.7. The Player may not – without the club's prior permission in writing – participate in indoor or outdoor ice hockey matches in which the club is not participating unless the match is arranged by the Danish Ice Hockey Association.
- 3.8. The player shall keep in good physical shape, always arrive well-prepared and ready to make every effort for the sport, conduct himself in a responsible manner, and throughout the whole season perform in a way for the sport that meets the goals set by the head coach.



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#### **4. MATCH-FIXING AND DOPING**

- 4.1. Any violation of the applicable match-fixing rules and anti-doping regulations of the Sports Confederation of Denmark (Danmarks Idrætsforbund) shall be deemed to be a material breach of contract unless the violation took place with the club's involvement or knowledge, in which case the club shall not be entitled to exercise any remedies available under employment law in this respect. The club shall contact the relevant authorities (the Danish Ice Hockey Association or the Sports Confederation of Denmark) as soon as possible and no later than three (3) days after obtaining knowledge of the Player's violation of the provisions. If the club fails to do so, the club shall not be entitled to exercise any remedies available under employment law in this respect.

#### **5. EQUIPMENT**

- 5.1. The Employer shall provide the Player with equipment to be used in training and for matches. The Player shall return the borrowed equipment upon termination of his employment with the Employer. The equipment thus remains the Employer's property and if it is not returned, the Player shall compensate the Employer for the loss thus incurred. It is agreed with this employment contract that if necessary, the compensation may be offset against the Player's salary or other amounts owed to him on termination of the employment.
- 5.2. If the Employer also provides the Player with other clothing, the Player shall wear it during transportation to and from matches, at press conferences, TV interviews etc.

#### **6. WEEKLY HOURS OF WORK**

- 6.1. The Player's average weekly hours during the employment period are comparable to the hours of a salary earner in the general labour market, currently thirty-seven (37) hours per week. The working hours will vary depending on the training and tournament programme and will often be on weekends and in the evenings. The Employer shall regularly inform the Player of the scheduled training times etc., covering a period of at least the next seven (7) days.
- 6.2. During the part of the employment period which is outside the general tournament season, the Player shall participate in off-ice training in accordance with the plan prepared by the Employer. Summer training will on average be approximately six to eight (6-8) hours per week.



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### **7. THE EMPLOYER'S OBLIGATIONS**

- 7.1. The Employer shall be loyal to the Player and may not discriminate against him relative to other players without an objective reason.
- 7.2. The Employer shall provide transportation and any lodging in connection with away games at no cost to the Player.
- 7.3. The Employer shall give the Player time off to participate in training arrangements, international matches, etc. to which the Player has been selected by the Danish Ice Hockey Association. If the Player is not a Danish citizen, the applicable rules of the IIHF (International Ice Hockey Federation) on release of players in connection with international matches shall apply.
- 7.4. During the employment period, the Employer will provide qualified helpers who will assist with daily training and matches and provide advice about nutrition and mental aspects. A physiotherapist/masseur/masseuse is also attached whom the Player can consult by agreement.
- 7.5. No later than thirty (30) days after entering into the contract, the Employer shall offer to prepare a plan for the Player's further education programme and career.

### **8. ILLNESS AND INJURIES**

- 8.1. The Employer's obligations to the Player shall continue to apply in the event that the Player is injured in connection with his activities for the Employer, however, see the provisions below.
- 8.2. If the Player is injured/absent due to sickness, he shall report to the Employer's administration not later than two (2) weekdays after the onset of the illness and fill out an industrial injury claim form or an application for a refund of sickness benefits. The Player shall also reply to enquiries from public authorities related to the Employer's application for a refund of sickness benefits. Failure to do so shall be deemed to be a breach of contract, which will entitle the Employer to stop paying salary and allowances to the Player from and including the date on which the Employer stopped receiving refunds of the sickness benefits as a result of the Player's neglect. If payment of refunds of sickness benefits to the Employer is resumed, the Employer's obligation to pay salary and allowances shall re-commence on the same date. Only legitimate absence, such as admission to a hospital, exempts the Player from this obligation.
- 8.3. If, on entering into the contract, the Player failed to disclose/concealed injuries which prevent him from performing his obligations as an ice hockey player, this shall be deemed to be a material



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breach of contract which will entitle the Employer to terminate this employment contract without notice.

### **9. INSURANCE**

- 9.1. The Employer shall take out and pay for compulsory industrial injury insurance for the Player.
- 9.2. The Employer shall take out accident insurance for the Player in accordance with the general insurance agreement entered into by the Danish Ice Hockey Association for contract players. The limit of cover under the accident insurance shall be DKK 500,000.
- 9.3. At the Player's request, the Employer shall report industrial injuries to the National Board of Industrial Injuries in Denmark (Arbejdsskadestyrelsen). The Employer shall keep the Player informed to the extent required of the processing of the industrial injury case.

### **10. PR AND ADVERTISING CONTRACTS**

- 10.1. The Player shall make himself reasonably available to the Employer in connection with PR activities such as advertising on the kit, interviews and other activities deemed by the Employer to be required for the latter's marketing activities. However, this shall only apply if it does not conflict with the Player's concurrent education or job, if any. If, in this context, the Player must carry out tasks outside the usual working hours or he is used to an extraordinary extent by the Employer, the Player may demand separate payment for this.
- 10.2. During the employment period, the Player may not in his capacity as ice hockey player enter into independent sponsorship agreements without the Employer's prior written permission.
- 10.3. The Employer shall have a right to use the Player's picture and autograph in connection with the Employer's own sales of merchandise, marketing and promotion activities and sales of sponsorships. The Employer's right of use applies to the extent that it is reasonable and in accordance with general practice. The Employer, however, shall never allow the Player or the Player's picture to be used in a way which conflicts with any duty of loyalty owed by the Player to a main employer. Upon termination of the Player's employment, the Employer shall loyally stop producing items with the Player's picture or autograph, but need not stop sales of series of items which are linked to the entire team, if doing so would be disproportionately cost-consuming.



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## 11. REMUNERATION ETC.

Pay and other terms and conditions are stated on **pages 1 and 2** of this contract.

## 12. HOLIDAYS

- 12.1. The Player shall receive holiday pay of 12.5% under the provisions of the Danish Holidays with Pay Act.
- 12.2. The possibility of taking a holiday during the season cannot be assumed, apart from a small number of days off/public holidays. The Player shall however take holidays from 23 to 25 December.
- 12.3. The dates of taking holidays shall be agreed with the club's management. The Employer shall as far as possible give at least three (3) months' notice of the main holiday period. The main holiday period shall comprise of at least three (3) consecutive calendar weeks and to the extent allowed by the employment period, it shall be taken in the period from 1 May to 31 July. The remaining holidays of two (2) calendar weeks shall be taken immediately after the club is out of the tournament and a concluding event, if any, with the club's commercial partners and supporters has been held.

## 13. BREACH OF CONTRACT

- 13.1. In the event of the Player's material breach of the employment contract, including by failing to attend training and/or matches without due cause, the Employer may terminate the employment contract without notice and claim damages from the Player for losses incurred by the Employer due to the Player's breach of contract.
- 13.2. In the event of a material breach of contract by the Employer, e.g. failure to pay salary to the Player, the Player may terminate the contract without notice and claim damages from the Employer for losses incurred by the Player due to the Employer's breach of contract.





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### **14. LEGAL BASIS**

- 14.1. The terms of employment between the Player and the Employer shall be governed by these standard terms and conditions, and the individual terms and conditions specified on pages 1 and 2 and the general rules of Danish law. The employment relationship shall not be governed by the Danish Salaried Employees Act or by collective agreements.
- 14.2. The parties may request that any disputes between them arising from the employment be submitted to the Danish Ice Hockey Association's Contract Committee under the applicable rules laid down by the Danish Ice Hockey Association. This provision shall not limit the Player's right to request that the dispute be settled by the ordinary courts.
- 14.3. The Employer shall arrange for the Player to be licensed during the employment period in accordance with the rules of the Danish Ice Hockey Association. A licence to play for the elite team means that compulsory industrial injury insurance is taken out for the Player. The licence to play entitles the Player to play for the Employer in the season for which the employment contract is valid.
- 14.4. Any transfer/change to another club shall be in compliance with the rules of the Danish Ice Hockey Association and the IIHF. If the transfer takes place during the employment period, the transfer and conditions shall be agreed by the parties involved, i.e. the Player, the Employer and the new club. The Player has been informed of the provisions of the Danish Ice Hockey Association's rules on licences and transfers.

### **15. CONDITIONS**

- 15.1. This contract shall be conditional upon the Player's fulfilling the requirements for the health/physical condition of a professional ice hockey player. This shall be determined by the Employer's doctors/physiotherapists who shall test the Player to the extent possible before signing of the contract. If the Player does not meet the health/physical condition requirements on commencement, the contract shall be rendered void.
- 15.2. The contract shall be subject to approval by the Danish Ice Hockey Association's Licensing Committee of both the contents and the signing of the contract. Immediately after signing of the contract by both parties, the Employer shall submit it to the Danish Ice Hockey Association's Licensing Committee for approval and the Employer shall inform the Player of the Licensing Committee's decision as soon as it becomes available.
- 15.3. Until the Player has been notified that the Licensing Committee has approved the contract, the Player shall be entitled to withdraw from the contract on three (3) weekdays' notice in writing to



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the Employer unless the Employer and the Player have been notified of the Licensing Committee's unconditional approval of the contract before the deadline.

## 16. GENERAL

16.1. The standard terms and conditions set forth herein may not be waived by individual agreement between the Employer and the Player to the detriment of the Player.

, dated

, dated

Employer:

Player:

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