



Squash Australia

PLAYER FUNDING AGREEMENT

to end 2015

INTRODUCTION

- 1.1 THIS AGREEMENT is
BETWEEN
SQUASH AUSTRALIA LIMITED - Sports House, Office 9, 150 Caxton St, Milton QLD 4064.
Known as Squash Australia
AND

Known as the '*Player*'
- 1.2 This is a *player* funding agreement between Squash Australia and *player* to enable both parties to achieve their respective goals in elite international squash.
- 1.3 The agreement contains the following parts:
- A. General Terms
 - B. Player Services
 - C. Squash Australia Services
 - D. Payment Terms
 - E. Additional Benefits
 - F. Reporting Requirements
 - G. Duration of Agreement and Review
 - H. Signing Page

A.

GENERAL TERMS

- A.1 Contractual Relationship.
- i. *Player* agrees that he/she is in all respects an independent contractor and not an employee, partner or agent of Squash Australia. *Player* shall be solely liable for all of his/her debts, losses, expenses, and taxation liabilities.
 - ii. Squash Australia's contact person in relation to any matter arising from or connected with this agreement is the Performance Pathway Manager or in their absence the staff member as nominated by the CEO.
- A.2 No Claim as an Employee.
- i. *Player* agrees that at no stage, either during the course of, or subsequent to the conclusion of this agreement, will he/she claim that he/she is or was an employee of Squash Australia.
- A.3 Good Faith.
- i. The contractual relationship between the parties shall be based on the concept of good faith, and that neither shall do anything, either directly or indirectly which will, or will be likely to mislead or deceive the other.
 - ii. *Player* agrees that at all times during the currency of this agreement, he/she will avoid any behaviour which may or will bring Squash Australia into disrepute.
- A.4 Dispute Resolution.
- i. Subject to clause A.5, should any dispute arise between us which we are unable to resolve by discussion in good faith, either of us shall be entitled to refer the matter to the Board of Squash Australia for resolution.
- A.5 Agreement Termination.
- i. Prior to the expiry of its term, either party shall be entitled in its sole discretion to terminate this agreement by giving the other no less than one month's written notice. Notice of

termination may be given for any reason whatsoever, provided however Squash Australia will not invoke its right to terminate unreasonably, maliciously or capriciously. If player believes that Squash Australia has terminated this agreement unreasonably, maliciously or capriciously, player shall be entitled to appeal to the Squash Australia Board against the decision. The ruling of the Board shall be final.

A.6 Performance Enhancing Drugs.

- i. *Player* agrees that he/she will adhere to the Squash Australia Anti-Doping Policy and as necessary those of the Australian Sports Commission, Australian Commonwealth Games Association and World Squash Federation.
- ii. *Player* agrees to complete ASADA training at Level 2.
- iii. At any time provide either Squash Australia or ASADA such samples, complete *player* whereabouts requirements and provide other information or assistance as is required for the purpose of anti-doping control and testing.
- iv. *Player* further agrees that if he/she provides any sample from which a positive drug test result is returned, Squash Australia shall be entitled to terminate this agreement immediately by giving written notice.

A.7 Australia Privacy Principles.

- i. *Player* agrees and consents that in order to achieve the purpose of this agreement, Squash Australia shall during the term of this agreement be entitled to request, obtain, hold and use personal information relating to *player's* medical and physical condition (referred to in this clause as "the personal information"). Squash Australia agrees and undertakes to hold the personal information in strict confidence and agrees and undertakes that the personal information shall only be used by Squash Australia during the term of this agreement and only for the purpose of assessing *player's* performance or sharing with medical service providers under this agreement and at no other time and for no other purpose whatsoever.

A.8 Player Image & Name.

- i. *Player* agrees that Squash Australia shall be entitled to hold and use his/her name and image for such media, marketing sponsorship or promotional purposes as Squash Australia in its sole discretion may decide with respect to promoting Squash and Squash programs in Australia and or Australia's national squash programs and teams. Squash Australia will advise the *player* of any such use.
- ii. *Player* agrees to their name and image being used within their state or territory of origin to promote the sport within their state and territory. The promotion will focus on the *players* inclusion into the State/Territory Underpinning Program. Squash Australia will advise the *player* of any such use.

B.	PLAYER SERVICES
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- B.1 *Player* acknowledges that the purpose of this agreement is for Squash Australia to assist him/her in achieving success in professional squash events that are registered by the Professional Squash Association (PSA)/Women's Squash Association (WSA).
- B.2 *Player* is to achieve the highest possible ranking he/she can attain on the PSA/WSA World Ranking list.
- B.3 *Player* also acknowledges that the further purpose of this agreement is for Squash Australia to gain international success for Australian Teams in World Teams, Commonwealth Games and other leading Squash competitions under WSF endorsement.
- B.4 In consideration of the funding *player* is to receive under this agreement; *player* agrees to provide the following player services:
 - i. To compete to his/her absolute best ability as a full time squash professional on the international squash circuit in PSA/WSA events
 - ii. To carry out such training (including technical development, strength and conditioning, practice play, coaching, rehabilitation, and tournament schedule) as is required by Squash

Australia, Australian Institute of Sport (AIS) or other specialist advisors engaged by Squash Australia. This is detailed in the Players Individual Performance Plan (IPP) as agreed by the *player* and Squash Australia.

- iii. To utilise service providers as approved by the AIS or Squash Australia National Program and with their prior knowledge and consent.
- iv. Keep Squash Australia informed of any changes to his/her tournament schedule and or changes which impact on complying with his/her Individual *Player Agreement*.
- v. *Player* has full private health cover in Australia including hospital, physiotherapy and podiatry benefits.
- vi. Notify Squash Australia of any illness, injury or other ailment as soon as he/she becomes aware of it.
- vii. To undergo such medical or physical assessments as Squash Australia, AIS or its specialist advisors may reasonably require.
- viii. To be available for Australian representative teams, and to compete in the World Teams Championships, World Doubles Championships, Commonwealth Games, and such other major international squash events as Squash Australia may from time to time reasonably require.
- ix. To attend nominated National Team camps as listed in the appendices. Where there is a clash of date's *player* will discuss this with the National Team Coach and to make a decision that balances the interests of both *player* and Squash Australia.
- x. If selected for any Australian representative team, to fully abide all team rules, both on and off the court.
- xi. In all competitive squash matches to behave in full compliance with WSF and Squash Australia rules and all applicable codes of conduct.
- xii. To assist Squash Australia in such media, marketing, sponsorship and promotional activities as Squash Australia may reasonably require, provided however that Squash Australia shall not without *player's* agreement request any such assistance immediately before or during any major event
- xiii. The *player* will agree to return to Australia to compete in the Australian Closed and/or the Australian Open Championship held during the period of this contract.
- xiv. To acknowledge the AIS and Squash Australia in all media engagements. Failure to do so may result in withholding of reimbursement for any funds expenditure for that particular event.
- xv. *Player* agrees to ensure that all competition clothing worn by the *player* is branded with the (new) AIS logo and the Squash Australia logo. Copies of these logos will be provided as an example in Appendix distributed by Squash Australia and they must be reproduced in the same format, i.e. no modification of colours or designs. The *player* is responsible for all costs associated with the branding of their competition clothing.
- xvi. Failure of *players* to wear the AIS and Squash Australia logo on competition clothing may result in a warning for the first offence; withholding of reimbursement of expenditure for that particular event for a second offence. A third offence may result in the termination of the contract.
- xvii. *Player* agrees to only utilise a recognized high performance coach or a coach accredited as a NCAS 'TALENT DEVELOPMENT 'level or higher for coaching services.
- xviii. *Player* agrees to submit a quarterly report to the appropriate Squash Australia national coach.
- xix. *Players* will submit to Squash Australia receipts for any services required to fulfil the requirements of B.4, i.-xviii. Squash Australia will collect the receipts and reimburse the *player* after they attend the Australian Closed or Australian Open, whichever occurs first, with the exception of fees for coaching services which will be reimbursed monthly after collection of

coaching services receipts by Squash Australia commencing at acceptance of contract terms.

C.	SQUASH AUSTRALIA SERVICES
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- C.1 In consideration of the player services to be provided by *Player*, Squash Australia will:
- i. Pay to *Players* directly, up to the contract amount in accordance with Part D. No further payments will be made to the *player* unless outlined below.
 - ii. A schedule of benefits is appended to this document outlining servicing available through the AIS/Squash Australia High Performance Program.
 - iii. Squash Australia clothing, including a Squash Australia tracksuit and polo shirt, will be provided to the player which will then be required to be worn at all National Training Camps. The Squash Australia clothing is intended as training gear only, however you may wear it in competition should you so desire. It is expected that the training gear will be worn in training at major international events. The Squash Australia tracksuit and polo will be required to be worn at official Squash Australia events.
 - iv. Squash Australia will provide the player with a National Tracksuit. This tracksuit will serve as the National Team Tracksuit at major international events including the World Men's and Women's Team Championships.
 - v. Squash Australia will facilitate access to an individual player's home state or territory underpinning program at no charge to the *player*. Services available to the player within the state and territory will be negotiated between the player, Squash Australia and the State/Territory.

D	PAYMENTS
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D1. In consideration for reimbursement of relevant expenses incurred by *players*, payments will occur monthly when receipts have been received by the office. The payment period will be from September 1st, 2014 to December 20th 2015. To warrant payments *players* are to maintain eligibility as defined in the *Player* Categorisation schema as approved by the AIS from time to time.

Players ranked within the top ten Australians on each of the Men's PSA and Women's WSA rankings (who satisfy and commit to the *player* requirements) and maintain either;

- i. A Men PSA top 60 or Women WSA top 60 ranking (as Doubles performance is evidenced within this threshold), will be eligible for \$6000 or
- ii. A PSA/WSA Rankings relative to their birth years. For 2014 & 2015 these are; will be eligible for \$4000 or

Birth Year	PSA RANK	WSA RANK	AGE
1991	65	65	23
1992	75	75	22
1993	95	85	21
1994	120	90	20
1995	145	95	19
1996	175	100	18

- iii. *Players* moving through and competing in the junior player pathway (to 19 years) while maintaining a PSA/WSA Ranking will be eligible for up to \$2000.

D2. The above payment amounts can be adjusted by Squash Australia if Australia fails to maintain funding support from the AIS and/or Australian teams fail to achieve a top 4 finish at the World Men's or Women's Team Championships.

- D3. Should Squash Australia retain AIS funding for 2015/16 at the level of 2014/15, then the *Player* will be eligible to receive an additional 50% of funding support % for the July – December 2015 period.
- D4. No payment will be made unless the reporting requirements in Part F have been submitted.

E	ADDITIONAL BENEFITS
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- E1. Squash Australia will cover the costs of accommodation for camps listed in appendix 3. *Player* will be responsible for all other costs involved in the camp including travel to and from the camp and all meals.
- E2. If *player* is selected to represent Australia at a World Teams Championship, Squash Australia will provide a meal allowance, national team playing attire and a travel subsidy to attend the Championships. The travel subsidy payable is as follows;
- i. If your place of residence is on the same continent in which the relevant Championship will be held you will receive \$500, should this not be sufficient then Squash Australia will pay the travel cost.
 - ii. If your place of residence is on a different continent to where the relevant Championship is being held you will receive \$1500 should this not be sufficient then Squash Australia will pay the travel costs.
 - iii. If you travel from and to Australia, Squash Australia will pay the return economy airfare.

F	REPORTING REQUIREMENTS
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- F.1 *Player* agrees that payment of the base contract is subject to maintaining the reporting requirements specified in this agreement.
- F.2 *Player* agrees to submit (email, fax or post) quarterly written reports to the Squash Australia office, as due on the 20th of March, June, September or December within the period of this agreement.
- F.3 Each report shall include the following:
- Contact details for next quarterly period.
 - Tournaments played over the quarterly period just ended.
 - Progress as against *Player* Agreement and the Individual Player Performance Plan.
 - Current world ranking.
 - All match play results i.e. tournaments, leagues, interclub, over the quarterly period just ended.
 - Any changes in world ranking.
 - Any notable results.
 - Details of any coach and/or other specialist support.
 - Any problems, injuries, or other difficulties and how resolved.
 - Proposed tournament schedule for upcoming quarterly period.

G	DURATION OF AGREEMENT AND REVIEW
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- G.1 On or about 20th May 2015, the parties will meet (in person, by phone or email) to review its continuance based on the *player* maintaining eligibility in accord with clause D1.
- G.2 This agreement concludes 20th December 2015. Any future agreement will depend on *player's* results and world ranking achieved throughout the agreement period.
- G.3 Following the review, variations to this agreement will be recorded in writing and signed by both parties.

Player

I have read and understand the terms and conditions of this agreement.

My principle place of residence is; _____

Squash Australia Funding Amount

The player payment amount in accord with section D1 is \$

SIGNED AS AN AGREEMENT THIS _____ DAY OF _____ 201 .

Name of *Player*

Signature

SIGNED BY:

as a duly authorised representative of Squash Australia Limited

Name: Gary O'Donnell
Position: Chief Executive Officer

Appendix 1: Player Schedule of Benefits

SQUASH AUSTRALIA ATHLETE FUNDING SUPPORT PROGRAM BENEFITS

Benefits	Commonwealth Athlete	Developing Athlete	Emerging Athlete
High performance coaching by the Squash Australia National Coach or Coaches.	✓	✓	✓
Attendance at training within underpinning programs			
14 Month support/agreement	✓	✓	✓
Annual Plan – individualised	✓	✓	✓
Financial Support**	✓	✓	✓ ^{^^}
Technical Analysis	✓	✓	✓
Match Analysis	✓	✓	✓
Domestic PSA/WSA Events [^] – Coach Support	✓	✓	✓
International PSA/WSA Tour Events [^] – Coach support	✓	✓	x
Travel Subsidy to World Tour Events	✓	✓	✓
Squash Australia clothing	✓	✓	x
National Tracksuit	✓	x	X

***These services are only available in Brisbane as endorsed Squash Australia providers are associated with the program in this location and provide services at a reduced cost.**

Medical Screening *	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Medical Gap payments paid *	<input type="checkbox"/>	<input type="checkbox"/>	x
Physiotherapy Screening *	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Access to Physiotherapy *	<input type="checkbox"/>	<input type="checkbox"/>	x
Massage Services *	<input type="checkbox"/>	<input type="checkbox"/>	x
Access to Sport Psychology *	<input type="checkbox"/>	<input type="checkbox"/>	x
Strength & Conditioning staff *	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gym Access *	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Physical Testing *	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Access to Dietician *	<input type="checkbox"/>	<input type="checkbox"/>	x
Athlete Career and Education support *	<input type="checkbox"/>	<input type="checkbox"/>	x
Public relations and media training *	<input type="checkbox"/>	<input type="checkbox"/>	x

Appendix 2: AIS and Squash Australia Logo

As a requirement of the new structure you will need to add the Squash Australia / AIS logo to your playing uniform. This needs to be placed on the front on the left side your playing shirt or dress.

The new size of logo the displays both the AIS and Squash Australia is larger than previously worn.

Once the agreement has been signed the logo file will be emailed to you.

The new size is to be 120mm x 45mm:



Appendix 3: National Team Camps

1. Commonwealth Games Squad Camps
Commonwealth Games Squad Camps with a focus on doubles training and competition will take place in 2015. It is anticipated that training camps will be conducted in Australia based on *player* availability and the PSA/WSA Calendars. An international doubles competition may also be scheduled depending on confirmation of the event. Camp dates will be communicated well in advance with appropriate notice given.

2. National Senior Women's Camps*
It is anticipated that there will be a Senior Women's Camp in November 2014. The camps will be determined by availability of *players* and the WSA tour schedule. Camp location (in Australia or offshore) and dates will be communicated well in advance with appropriate notice given.

3. National Senior Men's Camps*
It is anticipated that there will be a Senior Men's Camp/s in 2015. The camps will be determined by availability of *players* and the WSA tour schedule. Camp location (in Australia or offshore) and dates will be communicated well in advance with appropriate notice given.

4. Players may be expected to attend individual or group training sessions in Australia under the direction of a Squash Australia National Coach. This will be formed on a basis that is suitable for both the player and Coach availability. This will ensure the personal program they are following reaches the standards required by the National Program.

**Where there is a clash of dates, player will discuss this with the appropriate National Coach*

Appendix 4: AIS/Squash Australia Player Acknowledgement re: The MEDIA

All AIS/Squash Australia *players* that receive funding through the Performance Pathway must acknowledge the support from the ASC/AIS/Squash Australia. Acknowledgement is required when being interviewed at events and especially at award ceremonies.

“I would like to thank the Australian Sports Commission, the Australian Institute of Sports and Squash Australia for their support.”

Appendix 5: Squash Australia Staff & Office Contact

National Talent Development Coach

Rod Eyles

Phone: 0438 257 445

Email: ntdc@squash.org.au

National Senior Women's Coach – TBA

National Senior Men's Coach – TBA

Squash Australia

Office 9, 150 Caxton Street

Milton. 4064.

Phone: 07 3367 3200

Fax: 07 33673320

Email: squashoz@squash.org.au