

## Decision of the Dispute Resolution Chamber

passed on 25 March 2021

regarding an employment-related dispute concerning the player **Bethany Curzon**

### COMPOSITION:

**Omar Ongaro** (Italy), Deputy Chairman

**Daan de Jong** (Netherlands), member

**Alexandra Gómez Bruinewoud** (Netherlands) / (Uruguay), member

### CLAIMANT:

**Bethany Curzon, England**

Represented by Simon Barker

### RESPONDENT:

**FC Pirin Blagoevgrad, Bulgaria**

## I. FACTS OF THE CASE

1. On 16 September 2020, the Bulgarian club, FC Pirin Blagoevgrad (hereinafter: '*the Respondent or the club*') made an offer (hereinafter: '*the offer*') to the English player, Bethany Curzon (hereinafter: '*the Claimant or the player*'), to join the Bulgarian club '*Pirin Ladies*'.
2. In accordance with the offer, the Respondent undertook to provide to the Claimant, *inter alia*, the following payments and benefits:

*"- Full Medical Insurance is provided*

- *A detailed sports Diet*
- *A full and detailed strength and conditioning program is provided*
- *A full and detailed core, plyometrics, and weightlifting program are provided*
- *A Yoga Instructor will provide a detailed program for all players*
- *Full Training Gear Package*
- *Full Game Day Uniform Package is provided*
- *All Home Games will be Televised at Pirin Stadium broadcast to millions of viewers*
- *Full and detailed methodology and playing philosophy will be provided to empower you're playing experience*
- *Dietary and supplement program provided*
- *Housing will be provided for you with all fees and bills paid for by the club*
- *A Highly competitive bonus structure is in place for you*
- *All meals will be provided by our Sports Restaurant the Greenhouse*
- *With Pirins large European contacts we will be in a commanding position to elevate your career to its highest level*
- *Very high chance of playing in Champions League Football by next August*
- *900 Lev after Tax Payable to you between the 25th and 31st of every month*
- *Contract being for 1 year"*

3. The Claimant negotiated with the Respondent certain terms of the previously mentioned offer, which resulted in an agreement on a salary of BGN 1,000; hereafter the offer was accepted and confirmed by the Claimant in the period between 16 and 22 September 2020.
4. On 22 September 2020, the Claimant travelled to Bulgaria with a flight ticket that was purchased by the Respondent.
5. On 10 October 2020, the Claimant and Respondent concluded an employment contract (hereinafter: '*the contract*'), for an indefinite period valid from 10 October 2020.
6. According to art.1 of the contract, the position assigned to the Claimant was that of a '*Sports Instructor*'.
7. The contract was furthermore, subject to a probationary period of 6 months and accordingly stipulated the following:

*'pursuant to Art.70, para.2, of the Labor Code, the probation period is agreed in favour of the employer.'*

8. In accordance with art. 4 of the contract, the Claimant was entitled to a monthly gross salary of BGN 1,288.69 (BGN 1,000 net per month).
9. Additionally, the Respondent provided to the Claimant, the '*Rules for the Organization, Activity and Internal Order of the Representative Women's Team of Pirin Football Club*', which provided for as detailed in Appendix 1 the following '*win bonus*' payments:
  - " - BGN 75 - starting 11;
  - BGN 50- named substitute"
10. On 1 December 2020, the Claimant filed the claim at hand before FIFA.
11. The Claimant indicated that certain provisions of the contract contradicted the terms of the offer, i.e. the contract was valid for an indefinite period and the job designation of the Claimant was that of a "*Sports Instructor*", instead of a professional football player.
12. According to the Claimant, since the inception of the Claimant's employment, the following benefits were not provided by the Respondent as stipulated in the offer:
  - "- Full medical insurance;
  - No detailed sports diet or dietary program;
  - The commitment to provide free meals was withdrawn on 28 October 2020. As from that date, the Club charged the Player BGN 10 per day for food "
  - Not "all fees and bills" were paid for the accommodation; the player had to pay for her own WIFI, costing her BGN 40;
  - The bonus structure was very different from the one ultimately stipulated in the Club's '*Rules and Regulations*'. "
13. Irrespective of the contractual issues, the Claimant still attended regular training sessions and played various matches.
14. On 4 November 2020, the Respondent informed the Claimant that her contract was terminated with immediate effect, requesting her to sign a document in Bulgarian, which the Claimant confirmed to have signed.
15. On 5 November 2020, the Claimant's representative sent an email to the Respondent, indicating that it had failed to comply with the terms of the contract and that the Claimant does not recognise the validity of the document signed in Bulgarian language, further requesting the Respondent to:
  - "- Confirm within 3 days that the Player was still a player of the club and that her contract was still in force;
  - Pay her the outstanding bonus payments within 7 days; and
  - Ensure that the player's accommodation and food allowances were regularised with immediate effect."

16. On 1 December 2020, the Claimant lodged a claim against the Respondent at FIFA and the requests for relief of the Claimant, were that the Respondent pay to the Claimant the following:
  - BGN 16,904.75 net as compensation for breach of contract, plus 5% interest *p.a.* as from 4 November 2020 until the date of effective payment;
  - BGN 150 net as outstanding bonuses, plus 5% interest *p.a.* as from 4 November 2020 until the date of effective payment;
  - BGN 40 net for the reimbursement of the Wi-Fi, plus 5% interest *p.a.* as from 4 November 2020 until the date of effective payment;
  - BGN 80 net for the reimbursement of meals plus 5% interest *p.a.* as from 4 November 2020 until the date of effective payment; and
  - GBP 160.82 net for the reimbursement of the flight ticket plus 5% interest *p.a.* as from 4 November 2020 until the date of effective payment.
17. In addition to the above, the Claimant requested that sporting sanctions be imposed on the Respondent for breach of contract without just cause within the protected period.
18. In its reply to the claim, the Respondent contested the jurisdiction of FIFA based on art. 8 of the contract and stipulated the following:

*"In the Employment contract signed between the parties, we both agreed with art. 8, that the provisions of the Labor Code and the normative acts of the Bulgarian legislation shall apply to unsettled issues in this employment contract."*
19. Furthermore, the Respondent confirmed that the club terminated the contract, in accordance with art. 70 par. 1 of the Bulgarian Labor Code during the probationary period of six months.
20. Additionally the Respondent emphasised that Bulgarian legislation and the Bulgarian system of women football does not allow the profession "Professional footballer -woman" and stated – *'That means the Club has no right to sign a professional contract for "Professional footballer - woman". That's why Bethany Curzon signed an employment contract as a "Sports Instructor".'*
21. The Respondent further argued that the club representative was not authorised to negotiate on behalf of the club.
22. The requests for relief of the Respondent, were that the Dispute Resolution Chamber:
  - reject the complaint as a matter outside its jurisdiction.
  - reject the complaint as unfounded and unproven.

## II. CONSIDERATIONS OF THE DISPUTE RESOLUTION CHAMBER

1. First of all, the Dispute Resolution Chamber (hereinafter also referred to as Chamber or DRC) analysed whether it was competent to deal with the case at hand. In this respect, it took note that the present matter was submitted to FIFA on 1 December 2020 and presented for a decision on 25 March 2021. Taking into account the wording of art. 21 of the January 2021 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: the Procedural Rules), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.
2. Subsequently, the members of the Chamber referred to art. 3 par. 1 of the Procedural Rules and observed that in accordance with art. 24 par. 1 in combination with art. 22 lit. a) and b) of the Regulations on the Status and Transfer of Players (edition February 2021), the Dispute Resolution Chamber is in principle competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between an English player and a Bulgarian club.
3. In this regard, the Chamber took note of the Respondent's challenge as to its competence to adjudicate the present dispute, based on art. 8 of the employment contract concluded between the parties, alleging that issues in relation to the contract shall be subject to the provisions of the Labor code and the 'normative acts of the Bulgarian legislation'.
4. In relation to the above, the Chamber deemed it vital to outline that one of the basic conditions that needs to be met in order to establish that another organ other than the DRC is competent to settle an employment-related dispute between a club and a player of an international dimension, is that the jurisdiction of the relevant national court derives from a clear reference in the employment contract.
5. Therefore, while analysing whether it was competent to hear the present matter, the Dispute Resolution Chamber considered that it should, analyse whether the employment contract at the basis of the present dispute contained a clear jurisdiction clause.
6. In this respect, the Chamber recalled that art. 8 of the employment contract stipulates the following:  
  
*"The provisions of the Labor Code and the normative acts of the Bulgarian legislation shall apply to unsettled issues in this employment contract."*
7. Having examined the relevant provision, the Chamber came to the unanimous conclusion that art. 8 does not constitute a jurisdiction clause, however that it only refers to the applicable law which, in case of unsettled issues, related to the employment contract between the parties. As such, the clause cannot be interpreted as a jurisdiction clause, but rather a clause referring to the choice of law.

8. On account of all the above, the Chamber established that the Respondent's objection towards the competence of FIFA to deal with the present matter has to be rejected, and that the Dispute Resolution Chamber is competent, on the basis of art. 22 lit. b) of the Regulations on the Status and Transfer of Players, to consider the present matter as to the substance.
9. Subsequently, the Chamber analysed which regulations should be applicable as to the substance of the matter. In this respect, it confirmed that, in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Player (edition February 2021), and considering that the present claim was lodged on 1 December 2020, the October 2020 edition of said regulations (hereinafter: the Regulations) is applicable to the matter at hand as to the substance.
10. The competence of the Chamber and the applicable regulations having been established, the Chamber entered into the substance of the matter. In this respect, the Chamber started by acknowledging all the above-mentioned facts as well as the arguments and the documentation submitted by the parties. However, the Chamber emphasised that in the following considerations it will refer only to the facts, arguments and documentary evidence, which it considered pertinent for the assessment of the matter at hand.
11. The Chamber first of all recalled the basic principle of burden of proof, as stipulated in art. 12 par. 3 of the Procedural Rules, according to which a party claiming a right on the basis of an alleged fact shall carry the respective burden of proof. Likewise, the DRC stressed the wording of art. 12 par. 4 of the Procedural Rules, pursuant to which it may consider evidence not filed by the parties.
12. Moreover, the Chamber also recalled that in accordance with art. 6 par. 3 of Annexe 3 of the Regulations, FIFA's judicial bodies may use, within the scope of proceedings pertaining to the application of the Regulations, any documentation or evidence generated or contained in TMS.
13. In this respect, the DRC noted that the parties appear to disagree about the question whether the Respondent terminated the contract on 4 November 2020 with or without just cause. Given the opposing positions of the parties in this respect, the Chamber deemed it its task to investigate the relevant circumstances of the matter at hand and to determine whether said termination took place with or without just cause.
14. In view of the foregoing, the DRC took note that the Claimant presented the details of an offer as well as the details of an employment contract concluded between the parties.
15. In particular, the DRC noted that the offer was concluded and accepted by the Claimant in the period between 16 and 22 September 2020, a situation which is not contested by the Respondent.
16. Moreover, the DRC further noted that on 10 October 2020, the Claimant and Respondent concluded an employment contract for an indefinite period valid from 10 October 2020.

17. First of all, the members of the DRC wished to address the fact that the contract concluded between the parties mentions that the Claimant is hired by the Respondent as 'Sports Instructor'. In this respect, the members of the Chamber were however of the unanimous opinion that the Claimant could demonstrate with corroborating documentary evidence that she performed the services of a professional football player. The foregoing is, in essence, also not contested by the Respondent which argued that it only used a different title due to the alleged impossibility for female players to become professional players in Bulgaria. In this regard, the DRC concluded that this argument of the Respondent cannot be upheld; stipulating that even though the position and title in the employment contract was that of a Sports Instructor, the actual job or work performed was that of a professional football player. Moreover, the Chamber wished to emphasise that the remark of the Respondent stating that "no professional contracts are allowed in the women's game" cannot be accepted. The football system is based on non-discrimination, and the definition of professional player as clearly stated in the Regulations applies to both genders. In other words, as soon as a player complies with the criteria under art. 2 par. 2 of the Regulations, he or she shall be considered a professional player, irrespective of the criteria prescribe under domestic regulations. Hence, as soon as a female player in Bulgaria signs a contract and is paid more for her footballing activity than the expenses she incurs, she is considered a professional football player. Any specific rule of the Bulgarian Football Union stating the opposite is not to be recognised by the Chamber and at odds with the principle of equal treatment.
18. Furthermore, in relation to the offer and the consecutive conclusion of the contract, the DRC further noted that the Respondent argued that the club representative was not authorised to negotiate the offer on behalf of the club. Said argument from the Respondent can – in the opinion of the Chamber – not be upheld, as from the information on file, it could be concluded that the Claimant in good faith believed that the club representative was authorised to act and negotiate on behalf of the Respondent, while making the offer to her.
19. The members of the Chamber further noted that the Claimant, after she agreed with the proposal made on behalf of the Respondent, signed a further contract in October 2020, for an indefinite period. By signing such contract on 10 October 2020, the parties had established a valid and binding employment relationship, that superseded the previous accepted offer which contained all *essentialia negotii*.
20. Taking all of the above into account, the DRC concluded that the present dispute and the consequences thereof shall be based on the terms and conditions agreed to in the employment contract as concluded between the parties on 10 October 2020.
21. Furthermore, in respect to the duration of the contract, the members of the Chamber were of the opinion that the validity of the contract, i.e. for an indefinite period, cannot be upheld. First of all, the DRC noted that a contract for an indefinite period is not provided for in the Regulations as detailed in art. 18 par. 2 of the Regulations, which states:

*"The minimum length of a contract shall be from its effective date until the end of the season, while the maximum length of a contract shall be five years. Contracts of any other length shall*

*only be permitted if consistent with national laws. Players under the age of 18 may not sign a professional contract for a term longer than three years. Any clause referring to a longer period shall not be recognised.”*

22. Moreover, taking note that in theory by means of national law, a party could deviate from art. 18 par. 2 of the Regulations, the Chamber wished to clarify that this only applies to the maximum length of the contract. To respect the principle of maintenance of contractual stability between players and clubs, the minimum length of a contract is always until the end of the season. As such, the members of the Chamber decided that the duration of the contract would be based on what was agreed to in the offer, i.e. a period of one year.
23. However, irrespective of the validity of the duration of the contract, the members of the Chamber deemed it relevant to analyse the circumstances around the unilateral termination of the contract on 4 November 2020.
24. In this context, the Chamber acknowledged that the Respondent argued that it had proceeded with the termination of the contract in accordance with art. 70 par. 2, of the Bulgarian Labor Code, which allows for the termination of a contract in the probation period of six months, provided for in favour of the employer.
25. Against such background and as a preliminary remark, the DRC wished to recall its well-established and longstanding jurisprudence, stipulating that probation periods are not to be considered in football employment contracts, as they imply an imbalance in the contractual relationship and clearly affect contractual stability.
26. As a final remark, the members of the Chamber deemed it important to point out that; when deciding a dispute before the DRC, FIFA’s regulations prevail over any national law chosen by the parties. In this regard, the Chamber emphasised that the main objective of the FIFA regulations is to create a standard set of rules to which all the actors within the football community are subject to and can rely on. This objective would not be achievable if the DRC would have to apply the national law of a specific party on every dispute brought to it. This should apply, in particular, also to the termination of a contract. In this respect, the DRC wished to point out that it is in the interest of football that the termination of contract is based on uniform criteria rather than on provisions of national law that may vary considerable from country to country. Therefore, the Chamber deems that it is not appropriate to apply the principles of a particular national law to the termination of the contract but rather the RSTP, general principles of law and, where existing, the Chamber’s well-established jurisprudence.
27. On account of all of the above, the members of the Chamber unanimously reached the conclusion that the Respondent terminated the contract without just cause on 4 November 2020 and it is therefore liable to pay outstanding remuneration and compensation for breach of contract to the Claimant.
28. Having stated the above, the members of the Chamber turned their attention to the question of the consequences of such termination of the contract without just cause and established that

it would be necessary to determine the consequences for the party that was responsible for the early termination of the contract.

29. First of all, the DRC concurred that the Respondent is liable to pay the amounts which were outstanding at the date of termination of the contract, in accordance with the general legal principle of "*pacta sunt servanda*", which termination date has been established as 4 November 2020.
30. In this respect, as regards to the claimed expenses for Wi-Fi in the amount of BGN 40, the DRC decided to reject the Claimant's request relating to the reimbursement of the Wi-Fi cost, as there is no contractual basis to award this amount.
31. Moreover, as to the Claimant's request for the reimbursement of meals in the amount of BGN 80, the DRC decided to award said amount to the Claimant, since there is documentary evidence provided by the Claimant and the Claimant's entitlement to the reimbursement of said amount was not contested by the Respondent.
32. Finally, the DRC decided that the bonus amount of BGN 150 as claimed by the Claimant shall also be awarded to the Claimant, since also this part of the claim remained uncontested by the Respondent.
33. In continuation, the DRC decided that, taking into consideration art. 17 par. 1 of the Regulations, the Claimant is entitled to receive from the Respondent compensation for breach of contract in addition to any outstanding remuneration on the basis of the relevant employment contract.
34. In this context, the DRC outlined that, in accordance with the said provision, the amount of compensation shall be calculated, in particular and unless otherwise provided for in the contract at the basis of the dispute, with due consideration for the law of the country concerned, the specificity of sport and further objective criteria, including, in particular, the remuneration and other benefits due to the Claimant under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, and depending on whether the contractual breach falls within the protected period.
35. In application of the relevant provision, the DRC held that it had to clarify whether the pertinent employment contract contained any clause, by means of which the parties had beforehand agreed upon a compensation payable by the contractual parties in the event of breach of contract. In this regard, the DRC established that no such compensation clause was included in the employment contract at the basis of the matter at stake.
36. Subsequently, and in order to evaluate the compensation to be paid by the Respondent the DRC took into account the remuneration due to the Claimant in accordance with the employment contract as well as the time remaining on the same contract, along with the professional situation of the Claimant after the early termination occurred. In this respect, the DRC pointed out that at the time of the termination of the employment contract, i.e. on 4

November 2020, the contract would run for approximately 10.5 months, that is, until 15 September 2021. Consequently, taking into account the financial terms of the contract, the DRC concluded that the remaining value of the contract as from its early termination by the Respondent until the regular expiry of the contract amounts to BGN 10,904.75 and that such amount shall serve as the basis for the final determination of the amount of compensation for breach of contract.

37. In continuation, the DRC remarked that following the early termination of the employment contract at the basis of the present dispute, the Claimant did not sign a new employment agreement with another club during the relevant period of time, by means of which she would have been enabled to reduce her loss of income. Therefore, no further mitigation of the amount of compensation shall take place.
38. Subsequently, in relation to the Claimant's request for additional compensation, the Chamber turned its attention to art. 17 par. 1 lit. i) of the Regulations, according to which, if the player did not sign a new contract following the termination of her previous contract, the compensation shall be equal to the residual value of the contract that was prematurely terminated.
39. With the above in mind, the DRC decided to reject the player's request for additional compensation, since the player had remained unemployed after the termination of her contract with the Respondent.
40. In view of all of the above, the DRC decided that the Respondent must pay the amount of BGN 10,904.75 to the Claimant as compensation for breach of contract without just cause, which the DRC considers a reasonable and justified amount as compensation.
41. Furthermore, with respect to the reimbursement of the flight ticket as claimed by the Claimant, the DRC established that documentary evidence was submitted on file, which is an email from the Respondent dated 5 November 2020 confirming that a flight ticket would be purchased for the Claimant as well as the purchase receipt of the said flight ticket, on this basis the amount of GBP 160.82 is to be awarded to the Claimant.
42. In conclusion, the DRC decided that the Respondent is liable to pay the total amount of BGN 11,134.75, plus GBP 160.82 to the Claimant as compensation for breach of contract without just cause.
43. Taking into account the Claimant's claim and the longstanding jurisprudence of the Chamber in this respect, it was decided to award the Claimant interest of 5% p.a. as of 1 December 2020 on the amounts payable.
44. Lastly, the DRC concluded its deliberations by rejecting any other requests for relief made by any of the parties.

45. Finally, the Chamber referred to par. 1 and 2 of art. 24bis of the Regulations, which stipulate that, with its decision, the pertinent FIFA deciding body shall also rule on the consequences deriving from the failure of the concerned party to pay the relevant amounts of outstanding remuneration and/or compensation in due time.
46. In this regard, the DRC highlighted that, against clubs, the consequence of the failure to pay the relevant amounts in due time shall consist of a ban from registering any new players, either nationally or internationally, up until the due amounts are paid and for the maximum duration of three entire and consecutive registration periods.
47. Therefore, bearing in mind the above, the DRC decided that, in the event that the Respondent does not pay the amounts due to the Claimant within 45 days as from the moment in which the Claimant, communicates the relevant bank details to the Respondent, provided that the decision is final and binding, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become effective on the Respondent in accordance with art. 24bis par. 2 and 4 of the Regulations.
48. The DRC recalled that the above-mentioned bans will be lifted immediately and prior to its complete serving upon payment of the due amounts, in accordance with art. 24bis par. 3 of the Regulations.

### III. DECISION OF THE Dispute Resolution Chamber

1. The claim of the Claimant, Bethany Curzon, is partially accepted.
2. The Respondent, FC Pirin Blagoevgrad, has to pay to the Claimant, the following amounts plus 5% interest *p.a.* as from 1 December 2020 until the date of effective payment:
  - BGN 11,134.75; and
  - GBP 160.82
3. Any further claims of the Claimant are rejected.
4. The Claimant is directed to immediately and directly inform the Respondent of the relevant bank account to which the Respondent must pay the due amount.
5. The Respondent shall provide evidence of payment of the due amount in accordance with this decision to [psdfifa@fifa.org](mailto:psdfifa@fifa.org), duly translated, if applicable, into one of the official FIFA languages (English, French, German, Spanish).
6. In the event that the amount due, plus interest as established above is not paid by the Respondent **within 45 days**, as from the notification by the Claimant of the relevant bank details to the Respondent, the following consequences shall arise:
  1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid and for the maximum duration of three entire and consecutive registration periods. The aforementioned ban mentioned will be lifted immediately and prior to its complete serving, once the due amount is paid. (cf. art. 24bis of the [Regulations on the Status and Transfer of Players](#)).
  2. In the event that the payable amount as per in this decision is still not paid by the end of the ban of three entire and consecutive registration periods, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee.
7. This decision is rendered without costs.

For the Dispute Resolution Chamber:



**Emilio García Silvero**

Chief Legal & Compliance Officer

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**NOTE RELATED TO THE APPEAL PROCEDURE:**

According to article 58 par. 1 of the [FIFA Statutes](#), this decision may be appealed against before the [Court of Arbitration for Sport \(CAS\)](#) within 21 days of receipt of the notification of this decision.

**NOTE RELATED TO THE PUBLICATION:**

FIFA may [publish](#) this decision. For reasons of confidentiality, FIFA may decide, at the request of a party within five days of the notification of the motivated decision, to publish an anonymised or a redacted version (cf. article 20 of the Procedural Rules).

**CONTACT INFORMATION:**

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