

Employment-related disputes between a player and a club of an international dimension related to overdue payables

Art. 12bis of the Regulations on the Status and Transfer of Players (edition 2015), *inter alia*, stipulates that clubs are required to comply with their financial obligations towards players and other clubs as per the terms stipulated in the contracts signed with their professional players and in the transfer agreements. In order for a club to be considered to have overdue payables in the sense of said art. 12bis, the creditor (player or club) must have put the debtor club in default in writing and have granted a deadline of at least ten days for the debtor club to comply with its financial obligation(s).

Frequently Asked Questions (FAQs)

1. What are, *inter alia*, the formalities of an overdue payables petition to be submitted to the Dispute Resolution Chamber (DRC)?

- i. Contact details of the parties, e.g. name, complete address and fax number;
- ii. The name and address of the legal representative, if applicable, and the relevant specific and recent power of attorney;
- iii. The motion or claim;
- iv. A representation of the case, the grounds for the motion or claim and details of the evidence;
- v. All documents of relevance to the dispute, such as contracts and previous correspondence with respect to the case in the original version and, if applicable, translated into one of the official FIFA languages (English, French, Spanish, German);
- vi. Proof of written default notice, sent to the debtor club after the claimed amount(s) have been allegedly due for more than 30 days, granting the debtor club a minimum of 10 days' deadline, in order to comply with its financial obligation(s);
- vii. The name and address of other natural and legal persons involved in the case concerned (evidence);
- viii. The exact amount in dispute, including a detailed breakdown of the claimed amount; as well as
- ix. The date and a valid signature.

2. In which languages can a claim be submitted?

All documents submitted to the DRC need to be written or translated in one of the four official FIFA languages (English, French, Spanish or German).

3. Can a party be represented during the proceedings and what are the requirements of a power of attorney?

Parties may appoint a representative. A written, specific and recent power of attorney will be requested from such representatives.

The power of attorney, *inter alia*, must authorise the representative to act on behalf of the party in the relevant matter before the decision-making bodies of FIFA.

Likewise, the said power of attorney should make a clear reference to the parties involved in the dispute, has to be dated and signed by the relevant party and should have been issued recently.

4. What is the deadline to submit a claim?

A claim must be submitted to the DRC within two years since the event giving rise to the dispute.

The relevant date for the aforementioned deadline is the date on which the claim is received by FIFA, either by fax or by ordinary or courier mail.

5. How much do overdue payables proceedings in front of the DRC cost?

DRC proceedings relating to employment-related overdue payables disputes between players and clubs of an international dimension are free of charge.

6. Which is the form of the overdue payables proceedings in front of the DRC?

As a general rule, proceedings shall be conducted in writing.

7. Who bears the burden of proof?

Any party claiming a right on the basis of an alleged fact shall carry the burden of proof with any written evidence it deems useful in its support, translated, if need be, into one of the four official FIFA languages (English, French, Spanish or German).

8. In which form shall the decision related to overdue payables disputes be communicated to the parties?

Decisions related to overdue payables disputes are communicated in writing by fax or, alternatively, by registered mail or courier in motivated form.

The parties shall be informed that the time limit to lodge an appeal begins upon receipt of this motivated decision.

9. Will the DRC award the fees of the party's attorney in case of success?

No, procedural compensation shall not be awarded in proceedings of the DRC.

10. Is it possible to appeal against a DRC decision?

Against a motivated decision of the DRC, including the DRC judge, an appeal may be lodged before the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland.

11. What if a party is not complying with an overdue payables decision of the DRC?

The creditor (player) has to contact the Players' Status and Governance Department of FIFA in writing to request the Disciplinary Committee to assist with the execution of the final and binding FIFA decision.

The creditor (player) has, in particular, to present evidence that he provided the debtor (club) with the relevant account details for payment.

12. What if prior to, during, or subsequent to overdue payables proceedings the contract is unilaterally terminated?

The overdue payables proceedings are solely related to employment-related disputes between a club and a player of an international dimension regarding outstanding contractual financial obligations either during or after expiry of the contractual relationship.

Overdue payables proceedings in accordance with art. 12bis are without prejudice to the application of further measures in accordance with article 17 of the Regulations on the Status and Transfer of Players in case of unilateral termination of the contractual relationship.