

Consequences of the Termination of an employment relationship: Validity of Offer and Acceptance



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→ **Player contract - Pre-contract - *Essentialia negotii, pacta sunt servanda* - Player registration - FIFA Dispute Resolution Chamber (DRC) - Court of Arbitration for Sport (CAS) - Swiss Federal Tribunal - Swiss Law**

Articles 13 to 18 of the FIFA Regulations on the Status and Transfer of Players, recently amended including the new Article 14bis, establish the principles of Contractual Stability. These articles provide the rules of conclusion and termination of contracts, how to calculate compensation, which situations are specifically considered “just cause” and the criteria under which a sporting sanction will be imposed, etc. However, nowhere is a different scenario established, a scenario where a football player receives an offer from a Club, irrespective of his current contractual situation, and after committing to the Club, one of the parties decides to not sign the employment contract.

Introduction

FIFA’s principle of contractual stability establishes that “A contract between a professional and a club may only be terminated upon expiry of the term of the contract or by mutual agreement.” Article 13 RSTP is obviously a general principle that pretends to confirm the target of every employment contract between a professional and a club, but it is not what happens in reality.

Competitiveness, transfers, disciplinary sanctions, contractual breaches, etc., are some of the reasons that make this principle difficult to be enforced.

One of the most particular circumstances is the scenario described above: when a Player, after receiving an offer from a Club and having accepted it with no other condition, sees that the Club decides to not sign the contract and “dismisses” him, by saying that the Contract is not signed.

This situation can also be the opposite, with a Player accepting an offer but deciding to not sign the contract and concluding an employment contract with another Club.

This situation can also include those cases where the Player does not receive a copy of his employment contract after its signature and has to prove the existence of a labour relationship, or those cases where after a formal offer is accepted and signed, the Player decides to sign an employment contract with another Club.

FIFA bodies and CAS have had the opportunity to hear this kind of disputes several times in the past few years. I will use some of them in order to establish the principles applicable to this kind of disputes.