



**ECB/PROFESSIONAL CRICKETERS' ASSOCIATION
CONTRACT FOR PROFESSIONAL CRICKETERS**

AN AGREEMENT made the day of20.....

between (name)

County Cricket Club (hereinafter referred to as 'the **Employer**') of the one part and

(name)

of (address)

(hereinafter referred to as 'the **Cricketer**') of the other part.

Whereas the England and Wales Cricket Board Ltd (hereinafter referred to as '**ECB**') acting on behalf of the First Class County Cricket Clubs has agreed with the Professional Cricketers' Association (hereinafter referred to as '**PCA**') a standard form of contract to govern the relationship between First Class County Cricket Clubs and cricketers from time to time and this document (excluding Part A of Schedule 1 but including Part B of Schedule 1 and Schedule 2) is the standard form of contract currently agreed between the ECB and the said PCA and may not be amended in any way without the specific written consent of the PCA and ECB.

WHEREBY IT IS AGREED AND DECLARED as follows:

1. (a) The Employer shall employ the Cricketer and the Cricketer shall serve the Employer as a professional cricketer upon the terms and conditions specified herein (the '**Agreement**') and in Schedules 1, and 2 annexed hereto. In the event of there being a conflict between this Agreement and the Schedules, the terms of this Agreement shall prevail followed by Schedule 2 and then Schedule 1 in that order. Throughout this Agreement both the Employer and Cricketer together shall be the '**Parties**', or singularly, the '**Party**'.
- (b) Various clauses in this Agreement confer a benefit upon the ECB or the PCA and are intended by the Parties to be enforceable by the ECB or the PCA by virtue of the Contracts (Rights of Third Parties) Act 1999 and the consent of the ECB and PCA respectively shall be required for the variation of any such clauses.

- (c) The Cricketer's employment will commence on the Commencement Date and will terminate on the Expiry Date as defined in Schedule 1 (the '**Term**') unless terminated earlier in accordance with this Agreement.
- 2.
- (a) It is a condition precedent of this Agreement that the Cricketer is registered with the ECB within one month of signature of this Agreement by both Parties. The Employer will comply with its obligations at Clause 2(c). Should registration not be granted for any reason whatsoever, this Agreement shall be void and unenforceable by either Party.
 - (b) The Cricketer may not be employed or engaged by any other person or entity, except that the Cricketer will still be free to take up any employment or engagement anywhere in the world with any person between 1 October and the last day of February (the '**Off-Season**') in any year of this Agreement subject to the prior written consent of the Employer (not to be unreasonably withheld) provided that such employment or engagement must not, (i) in the reasonable opinion of the Employer, bring the Cricketer, the Employer, the ECB or the game of cricket into disrepute or (ii) involve participation in any cricketing activities (except for cricket tournaments which are recognised as official or approved cricket by the ICC) and furthermore provided that in each case the Cricketer complies with any and all Off-Season obligations which may be agreed and set out at Schedule 1 and reports for pre-Season training in accordance with Clause 5(d).
 - (c) Upon the execution of this Agreement by both Parties the Employer shall immediately use its best endeavours to effect the registration of the Cricketer with the ECB within one month of the execution date if he is not already so registered. The Cricketer must provide all information reasonably necessary to effect the registration. The Employer and the Cricketer shall use their best endeavours to maintain such registration.
 - (d) This Agreement (other than Clause 2(a)) shall not take effect unless or until the Cricketer is registered with the ECB.
 - (e) This Agreement will terminate immediately without notice if the ECB terminates the registration of the Cricketer (except where such termination arises from an unreasonable failure by the Employer to provide information in its possession to the ECB) or, where applicable, the Cricketer fails to receive or maintain a relevant governing body endorsement and/or working visa, and neither the Cricketer nor the Employer shall have any claim against each other by reason of such termination.
3. The Cricketer undertakes to read and to abide by all the Rules, Regulations, Directives and Resolutions of the ECB, the Laws of Cricket and any International Cricket Council regulations in force from time to time during the Term. This undertaking by the Cricketer will continue to apply during any period in which the Cricketer's registration is suspended, or any period during which the Cricketer is suspended, as long as this Agreement remains in effect.

4.
 - (a) The Cricketer undertakes and agrees to observe at all times the rules, handbook and/or other regulations of the Employer (the '**Club Rules**') (providing such Club Rules have been agreed with the County Captain and a representative of the PCA) in so far as the Club Rules do not conflict with this Agreement. The Rules, Regulations, Directives and Resolutions of the ECB shall take precedence over this Agreement and the Club Rules.
 - (b) On the Commencement Date and thereafter by 1 March in each Season or as soon as practical thereafter the Employer shall provide the Cricketer with a copy of the Club Rules in force for that year.
 - (c) The Cricketer undertakes to comply with the lawful and reasonable instructions and directions of the Employer's Chairman, Chief Executive, Cricket Manager, Coach, Committee or anyone else appointed to a position of authority by the Employer and who in such a position is entitled to give the Cricketer instructions and directions.
 - (d) The Cricketer acknowledges that any sports kit or equipment and any documentation relating to this Agreement notified to the Cricketer as owned or leased by the Employer shall remain the property of the Employer and shall be returned to the Employer forthwith on any termination or non-renewal of this Agreement.
 - (e) The Cricketer must not, unless required by law or any other regulatory body, reveal any confidential information about the Employer during this Agreement or after its termination or non-renewal. Confidential information includes business plans and policies, sponsorship details, salary details, other contract negotiations and other personnel information and anything contained within any document marked 'private' and/or 'confidential'. This Agreement shall not prohibit a Cricketer from writing and/or publishing a biography and/or autobiography after early termination or expiry of this Agreement provided that the Cricketer exercises reasonable editorial discretion and abides by this Clause 4(e), which shall survive termination or early expiry of this Agreement, in relation to confidential information.
 - (f) The Cricketer agrees to keep the terms of this Agreement and any related negotiations or documentation confidential before and during the Term and after this Agreement has terminated or not been renewed.
5.
 - (a) The Cricketer undertakes and agrees throughout the Term to:
 - (i) play, subject to clause 5(e), in all cricket matches in which he is selected or directed to play for any side representative of the Employer to the best of his ability and obey the lawful and reasonable directions of the captain of the side;

- (ii) perform any work or services including coaching, practising and training which may be reasonably required of him by the Employer and which are customarily performed by a contracted professional cricketer;
- (iii) not play cricket during the Term otherwise than for the Employer without the prior written consent of the Employer unless the Cricketer is invited to play in a Test Match or a One Day International Match (both as defined in the Qualification Regulations) or a team representing the ECB;
- (iv) undertake and participate in sponsorships, advertising and other similar promotional activities on behalf of or organised by the Employer and co-operate in any promotional activities arranged by the Employer or its recognised sponsors, subject always to the provisions of Schedule 2;
- (v) work every day including Sundays and Bank Holidays and during such hours as the Employer shall reasonably require and not take any holiday during the period from 1 March to 30 September (the 'Season') without the prior written consent of the Employer

On expiry of this Agreement the Cricketer will be entitled to payment in lieu of any unused holiday in accordance with the following formula:

$$\text{daily rate} = \frac{\text{Basic Salary}}{233}$$

- (vi) comply with any team and/or individual fitness and/or cricket practice sessions at the Employer's principal place of business or such other location reasonably designated by the Employer during the Off-Season as may be agreed or from time to time between the Employer and the Cricketer.
 - (vii) report fit for pre-Season training and be capable of completing and satisfying any pre-Season fitness tests the Employer has notified to the Cricketer at the performance appraisal of the Cricketer conducted at the completion of the previous Season in accordance with Clause 7(b).
- (b) The Cricketer agrees that the maximum weekly working time limit provided for in Regulation 4(1) of the Working Time Regulations 1998 shall not apply to him and he specifically waives that limit by signing this Agreement. The Cricketer has the right to terminate this Sub-clause by providing the Employer with three months' written notice in advance.
 - (c) The Employer shall comply with all statutory provisions concerning the Cricketer's rights to take Paternity Leave, Adoption Leave, Parental Leave and Emergency Leave. The Cricketer agrees to avoid exercising such rights during the Season where reasonably practicable.

- (d) The Cricketer shall report for pre-Season training during the Off-Season immediately before any applicable Season as determined and notified by the Employer to the Cricketer.
 - (e) If, during the Term of this Agreement, the Employer is invited or qualifies to participate in a match or series of matches or tournaments to take place during the Off-Season, the Cricketer shall participate in such match or series of matches or tournaments subject to specific terms being agreed with the Employer (neither party's agreement to be unreasonably withheld or delayed) for that match or series of matches or tournaments, such agreement to include, but not be limited to, terms for remuneration, travel, accommodation and treatment of participation fees and prize monies for the match or series of matches or tournaments. Notwithstanding the foregoing, the Champions League Twenty20 competition (organised by the Champions League Governing Council) shall be treated as taking place during the Off-Season.
6. The Cricketer undertakes and agrees throughout the Term to:
- (a) use his best endeavours to maintain his form so as to be available for regular selection for matches and to perform his duties to the best of his ability under this Agreement;
 - (b) do all things necessary to maintain his qualification and registration in accordance with the Qualification Regulations as amended from time to time;
 - (c) use all reasonable endeavours to promote the Employer, the ECB and their respective interests subject to the provisions of Schedule 2;
 - (d) without the prior written consent of the Employer, refrain from engaging in any activity or pursuit which is or may be prejudicial to the Employer, or to the ECB or to his health or cricketing form or the performance of his duties under this Agreement, including but not limited to winter sports (such as skiing, snowboarding, tobogganing), scuba-diving, mountaineering, rock climbing, parachuting, racing on wheels or horseback, potholing or bungee jumping unless otherwise agreed in writing by the Employer;
 - (e) assist other cricketers employed by the Employer as reasonably requested by the Employer including academy, scholarship and trainee cricketers to improve and develop their cricketing skills and education.
7. (a) Failure to comply with any of the provisions of this Agreement (including without limitation Schedule 2), may render the Cricketer liable to disciplinary action as described in Clause 12.
- (b) The Employer and the Cricketer must set reasonable written performance criteria for the Cricketer prior to or on commencement of each Season during the Term taking into account all relevant circumstances surrounding the Cricketer and the Employer as well as any other related issue. At the end of

each Season or as soon as possible thereafter the Employer and the Cricketer must meet to discuss and assess the Cricketer's performance during the previous Season. The Employer and the Cricketer shall be required to complete the Employer's standard performance appraisal forms for all cricketers in writing which must be signed by both parties as soon as possible following completion thereof. The Employer's performance appraisal form format shall be standard for all professional cricketers employed by the Employer and notified to the Cricketer at the start of each Season.

- (c) In accordance with Clause 5(a)(vi) the Employer and the Cricketer may agree to set certain fitness and practice sessions during the period between the end of the Season and the commencement of pre-Season training which the Cricketer and the Employer shall agree in writing. The Employer will also be sympathetic to proposals from the Cricketer to attend any personal and professional development courses which are provided or funded by the PCA.
- (d) In accordance with Clause 5(a)(vii) the Employer shall provide in writing to the Cricketer before or at the end of each Season a written document detailing reasonably required fitness tests and reasonably required levels of fitness which shall be conducted and required by the Employer for all cricketers (including for the avoidance of doubt the Cricketer) on the commencement of the following Season.
- (e) The renewal of this Agreement will be subject to the services of the Cricketer being required on the basis of performance during the Term and the Employer's future playing requirements and/or any other circumstances particular to the Employer's business and/or some other substantial reason. To ensure that the Cricketer performs to his utmost ability, the Employer shall arrange for its nominated representative to hold appraisal meetings with the Cricketer at reasonably regular intervals to discuss his performance and to set objectives and any other matters which may affect the Cricketer, and without limitation, shall ensure a formal mid-season appraisal (using the standard form referred to at Clause 7(b) above) is held before 31 July in the final year of this contract. The Employer will keep the Cricketer reasonably informed on matters which affect the operation of this Agreement. In particular, after conducting the mid-season appraisal in the final year of the contract the Employer shall indicate to the Cricketer its views on whether it will offer an extension of the contract and any performance issues which it wishes him to address with a view to either having formally made an offer or confirmed that no offer will be made by 1 September in that year.
- (f) If the Employer makes an offer to renew this Agreement during the final Season of this Agreement then the Cricketer shall have 28 days to accept the offer in writing. If the Cricketer does not accept the offer or does not respond within 28 days of receipt of the offer then the offer to renew shall lapse and (unless the Employer makes a further offer which is accepted by the Cricketer) the Agreement will terminate from the Expiry Date. For the avoidance of doubt, if

the terms offered by the Employer to the Cricketer are at least as favourable as under this Agreement then Clause 18(c) shall not apply.

- (g) If the Cricketer is not satisfied or is aggrieved by the communications from the Employer in relation to an appraisal conducted in accordance with Clause 7(b) or 7(e) above and having failed to resolve any problem by informal means, he may revert to the procedure set out in Clause 16 of this Agreement. If the Employer's grievance procedure does not resolve the matter, either Party may revert to the procedures set out in Clause 13 of this Agreement as if Clause 13 were written to deal with the appraisal system set out in this Clause 7.
- 8.
- (a) If the Cricketer is prevented by illness, injury or other medical incapacity from playing Competitive County Cricket (as defined in the Qualification Regulations) he shall notify the Employer as soon as possible on the first day of absence. If the Cricketer is absent or incapacitated for more than 5 consecutive calendar days he will be required to provide a doctor's certificate to the Employer.
 - (b) Subject to compliance with Clause 8(a) and the expiry of more than 5 consecutive calendar days, the Employer shall, subject to Clause 9 below, continue to pay the Cricketer his Basic Salary during the period of his absence from work for up to 13 weeks in any Season.
 - (c) Notwithstanding Clause 8(a) or 8(b) these payments will include any entitlement to Statutory Sick Pay. If the illness, injury or other medical incapacity is sustained as a result of the Cricketer's disregard of the requirement to maintain his fitness and/or as a result of a breach of any of the obligations set out in Clause 6 above then the Employer shall not make any payment in excess of the Cricketer's entitlement to Statutory Sick Pay.
9. Without prejudice to any other rights the Employer may have to terminate this Agreement:
- (a) If the Cricketer is prevented from playing competitive county cricket by illness, injury or other medical incapacity for a period in excess of 13 consecutive weeks in any Season during the Term, the Employer may terminate this Agreement with immediate effect after the 13 week period has elapsed; or
 - (b) If the Cricketer is prevented from playing competitive county cricket by injury, illness or other medical incapacity for a period of less than 13 consecutive weeks in a Season covered by this Agreement, and is still prevented from so playing on the last day of that Season, the Employer may terminate the Agreement with immediate effect if a qualified medical practitioner states that the Cricketer is unlikely to be fit to play competitive county cricket on the first day of the following Season; or
 - (c) If, on the first day of the Season, the Cricketer is prevented from playing competitive county cricket by injury, illness or other medical incapacity arising in the period between the last day of the previous Season and the first day of the

following Season, then the Employer may terminate this Agreement with immediate effect if a qualified medical practitioner states that the Cricketer is unlikely to be fit to play competitive county cricket for a period in excess of 13 weeks and upon such termination the Employer shall pay to the Cricketer a sum equivalent to 8 weeks basic salary calculated in accordance with Schedule 1 of this Agreement; or

- (d) If the Cricketer fails a drug test and is banned or prevented from playing competitive county cricket for a period of time equal to or exceeding 4 weeks in accordance with the Rules, Regulations, Directives and Resolutions of the ECB, the Laws of Cricket or the International Cricket Council regulations in force from time to time during the Term then the Employer may terminate this Agreement with immediate effect.

In respect of clause 9(a), (b) and (c) above, the Employer may not terminate this Agreement where the effect of the termination would be to cause any entitlement of the Cricketer (in relation to any current illness, injury or other medical incapacity) to benefits under any Employer permanent health or disability insurance (if any) to cease. In such situation this Agreement shall continue to exist only to the extent necessary for the Cricketer to retain such entitlement to benefits subject to the rules of such schemes and to the extent permitted by the rules of any such schemes, but the Employer's obligations to provide Basic Salary and other benefits shall cease.

10. In the event of any dispute as to the Cricketer's fitness for the purposes of Clauses 8 or 9 above, a qualified medical practitioner appointed jointly by the Cricketer and the Employer shall examine the Cricketer and adjudicate. If the Cricketer and the Employer are unable to agree on a qualified medical practitioner the PCA and the Employer shall jointly appoint an agreed qualified medical practitioner. If the Employer and the PCA cannot agree on a qualified medical practitioner then the ECB shall appoint a qualified medical practitioner. The decision of the medical practitioner as to the Cricketer's fitness for the purposes of Clauses 8 or 9 above shall be final and binding on the Parties.
11. The Cricketer is entitled in the last year of this Agreement but not before 10 April in that final year, to enquire of the Employer (by written request) whether or not it intends renewing this Agreement. If, within 28 days of the written enquiry, the Employer informs the Cricketer that it does not intend to renew the Agreement or the Employer does not respond in terms which are accepted in writing by the Cricketer, the Cricketer or any agent acting on his behalf shall be free to seek alternative employment to commence on expiry of the Term only in accordance with ECB Regulations, particularly Regulation 7 of the Qualification and Registration Regulations.
12. (a) The Cricketer acknowledges that, upon signing this Agreement with the Employer, he subjects himself to the disciplinary processes of the ECB and the Employer.

In particular, he acknowledges:

- (i) that he is familiar with and agrees to abide by the Directives and Regulations of the ECB; and
 - (ii) that he is subject to the disciplinary procedures of both the ECB and the Employer and the Employer shall, after due process, have the power if he should act in breach of the terms of this Agreement and/or the Directives and Regulations of the ECB (and the circumstances justify such action) to terminate his employment under this Agreement summarily or to suspend him for up to 30 days and/or to fine him a maximum sum equivalent to 5% of his Basic Salary.
- 13.
 - (a) If either Party believes the other to be in breach of any of the terms and conditions contained in this Agreement they shall give the other Party written notice detailing their concerns. The aggrieved Party shall also send to the Chief Executive of the ECB or his nominee a copy of any such notice. The Parties shall attempt to resolve any difficulties between themselves within ten days of receipt of such written notice.
 - (b) Ten days after either Party has delivered a notice under Clause 13(a) above, either Party may appeal to the ECB to appoint a mediator to intervene and mediate a solution to the dispute between the Cricketer and the Employer with a view to keeping such dispute confidential and the Employer and the Cricketer agree to enter into such mediation.
 - (c) The Cricketer or the Employer may at any time during such mediation, withdraw from the process. Throughout such mediation, so long as it lasts, either Party may be accompanied and represented by the person or persons of their choice providing that neither Party has more than 2 companions and representatives in total (i.e. a maximum of three representatives per Party including the Party itself).
 - (d) In the event that the mediation under Clause 13(b) above fails or either the Cricketer or the Employer withdraws from such mediation then either the Cricketer or the Employer shall be entitled to refer the matter to the ECB Arbitration Panel.
- 14. Subject to Clauses 4(d), (e) and (f) above and the licence of certain rights under Schedule 1, on termination or non-renewal of this Agreement, the Cricketer is released from any and all obligations to the Employer from the date of such termination. In addition, the Employer shall relinquish all rights under the Registration Regulations of the ECB in respect of the Cricketer. If there is any dispute surrounding the termination of this Agreement, registration shall remain with the Employer until the matter is resolved by agreement between the Parties, mediation or arbitration as provided for in Clause 13 above or by a court of competent jurisdiction.
- 15. The Parties agree that the terms of Part A of Schedule 1 to this Agreement may be altered from time to time by express agreement between the Employer and the Cricketer. If before the expiration of this Agreement there shall be amendments to the

current standard form of contract agreed between the ECB and the PCA evidenced by resolutions of the ECB and of the PCA, then as from the Adoption Date (as hereinafter defined) such new standard form of contract shall be substituted for the terms and provisions of the standard form of contract contained herein. Adoption Date means the date on which resolutions adopting the new standard form of contract have been passed by both the ECB and the PCA.

16. Any grievance on the part of the Cricketer relating to his employment shall in the first instance be submitted in writing to the Secretary or Chief Executive of the Employer who will try to find and to agree with the Cricketer a satisfactory solution with the minimum of delay. In the event of any grievance not being resolved by this means then the Cricketer may refer the matter in writing to the Chairman of the Employer, who shall use all reasonable endeavours to resolve the matter.

17. (a) Any notice to be given hereunder must be given in writing and may be served personally on the Cricketer or the Secretary or Chief Executive of the Employer (as the case may be) or may be posted to the Cricketer by first-class mail sent either to his address as given above or to his last known address or posted to the Employer for the attention of the Secretary or Chief Executive of the Employer by first-class mail sent to its headquarters for the time being. Any such notice sent by post shall be deemed served 48 hours after it is posted and in proving such service it shall be sufficient to prove that the notice was properly addressed, properly stamped as a first class letter and posted.

- (b) In the case of any notice to the Cricketer given outside the Season when the Cricketer has notified the Employer that he will be overseas and has given the Employer an overseas address at which he may be contacted, notice shall be posted to that address by airmail and shall be deemed served 7 days after it is posted and in proving such service it shall be sufficient to prove that the notice was properly addressed, properly stamped as an airmail letter and posted.

18. (a) Provided that the Cricketer does not make an application to an Employment Tribunal for compensation in respect of unfair dismissal or redundancy as a result of not being offered a new contract either on terms at least as favourable as under this agreement or at all then the following provisions of Clause 18(c) shall apply. For the avoidance of doubt, if the Employer offers the Cricketer a new contract either on terms at least as favourable as under this agreement and the Cricketer then decides in his discretion to refuse such terms and/or to retire and/or to move to another First Class County then the provisions of Clause 18(c) shall not apply.

- (b) In the event that the Cricketer decides to voluntarily retire on the expiry of this Agreement and notifies the Employer of such decision prior to not being offered a new contract either on terms at least as favourable as under this agreement or at all then the provisions of Clause 18(c) shall not apply to the Cricketer. However, if the Cricketer decides to retire on the expiry of this Agreement following notification by the Employer that the Cricketer will not be offered a new

contract either on terms at least as favourable as under this agreement then the provisions of Clause 18(c) shall apply to the Cricketer.

- (c) If by the Expiry Date of this Agreement the Employer has not made to the Cricketer an offer of re-engagement on terms at least as favourable to the Cricketer as those applicable over the last Season under this Agreement then the Employer shall in consideration of the agreement of the Cricketer under Clause 18(a) above and in compensation of such agreement pay to the Cricketer an amount equal to 30 days basic salary as calculated in accordance with Schedule 1 (calculated as an average daily salary by dividing the total basic salary payable to the Cricketer over a period of 233 days) on the expiry of a period of 6 calendar months from the Expiry Date and provided that the Cricketer has not made an application to an Employment Tribunal for compensation in respect of unfair dismissal or redundancy.
- (d) The Cricketer acknowledges and agrees that the ECB and the PCA have entered into a collective bargaining agreement whereby the PCA has agreed that it shall not support any Cricketer (financially or otherwise) in any application to any Employment Tribunal for compensation in respect of unfair dismissal or redundancy under this Agreement provided that the Employer has made such payment to the Cricketer as agreed under Clause 18(c) above.

19. If the Cricketer is offered and accepts an England Central Contract or is selected to play for England in any international cricket match then the terms of his England Central Contract or Tour Contract or Match Contract will take precedence over the terms of this Agreement.

AS WITNESS the hands of the parties hereto the day and year above written:

SIGNED BY:)
 for and on behalf of)
 the County Cricket Club in the)
 in the presence of:-)
 (Secretary/Chief Executive)

Signature:

Occupation:

Address:

.....

.....

SIGNED BY THE SAID:)
in the presence of:)
(Cricketer)

Signature:

Occupation:

Address:

.....

.....

7. Representation for country

If the Cricketer is invited to play cricket for his country (other than where he is invited to play for England) which prevents him from playing cricket for the Employer under the Qualification Regulations, this Agreement shall remain in effect, although the Employer may deduct [●] of the Cricketer's Basic Salary (as defined in Schedule 1) for the period during which the Cricketer is prevented from playing for the Employer.

Part B**8. Deductions**

The Cricketer authorises the Employer to deduct sums from his wages in respect of subscription fees for the PCA as may be notified by the PCA to the Employer and the Cricketer from time to time. The Cricketer may withdraw this authorisation at any time by giving not less than three days' written notice to the Employer. The Cricketer also authorises the Employer to deduct sums pursuant to paragraph 7 of this Schedule 1 in respect of the Cricketer playing cricket for his country (other than England) and pursuant to Clause 12(a)(ii) in respect of sanctions under the Employer's disciplinary procedure.

9. Holiday

The Cricketer is entitled to 28 days' holiday during each year commencing 1 April (and pro rata for part years). Holiday is deemed to accrue at the rate of 2.33 days per month from the Commencement Date and on each corresponding date in the following months. Such holiday may only be taken at times approved by the Employer provided that any request for holiday during (i) October will be accepted (unless the Employer participates in a match or series of matches or tournaments which take place wholly or partly during October, in which case the request may be refused by the Employer); (ii) the remainder of the Off-Season will be subject to the Employer not unreasonably withholding its approval; and (iii) the Season will only be made in exceptional circumstances and can be refused at the absolute discretion of the Employer.

10. Governing body endorsement and working visa

It is a condition of this Agreement that any Cricketer requiring a governing body endorsement and/or working visa to play cricket in the United Kingdom shall be in receipt of the same before commencing his employment with the Employer. If the Cricketer's application for a governing body endorsement and/or working visa or for a renewal of an existing governing body endorsement and/or working visa is refused and, in the case of a renewal only, no appeal or review is sought this Agreement shall terminate immediately without notice or on the expiry date of any existing governing body endorsement and/or working visa. If the Cricketer's governing body endorsement and/or working visa is not renewed following a determination of any appeal or review within 28 days of its expiry date for whatever reason (regardless of whether any appeal or review with the relevant authority is still underway), this Agreement shall terminate immediately without notice upon the expiry of such 28 day period.

11. Pension

The Cricketer shall automatically become a member of the ECB Group Self Invested Personal Pension - for Professional Cricketers (the Plan) (a contributory pension plan approved by the ECB and the PCA) when first eligible. It is the Employer's obligation to

bring the provisions of this clause to the attention of the Cricketer prior to him signing his first professional contract and the Employer must ensure all administrative obligations to effect membership of the Plan are fulfilled on or before the first day of employment. The Employer shall contribute 10% of Basic Salary and the Cricketer shall contribute 5% of Basic Salary to the Plan, the Employer obligation automatically transferring to the new employer if a player moves to another First Class County.

These contribution rates may not be varied except by agreement in writing between ECB acting on behalf of the Employer and the PCA acting on behalf of the Cricketer. The Parties may agree to contribute a figure in excess of the above agreed minimum amounts but only up to the levels allowed by law and the rules of the Plan and these deductions must be made at source.

Once a Cricketer has been included in the Plan he will remain a member while playing in English and Welsh first class cricket or until the rules of the Plan prohibit his membership (whichever is earlier) unless the Cricketer notifies the Employer in writing that he wishes to opt out of the Plan. As membership of the Plan attracts the Employer Contribution, a Death in Service Pension and Income Protection insurance, opting out is not likely to be in the Cricketers best interests.

12 Personal Development Entitlement and Off Season Activities

- 12.1 The Parties acknowledge that it is common and beneficial for cricketers to pursue some activities away from the Employer during the Off-Season. Such activities include, but are not limited to, playing cricket in other countries, studying for a professional or vocational qualification, being employed in a job outside of cricket, doing work experience or running their own or family or seasonal business (**'Off-Season Activities'**). Any Off-Season Activities the Cricketer proposes to undertake must be agreed in advance between the Cricketer and the Employer.
- 12.2 Subject to the overriding provisions of Clause 2(b) of the Agreement the Employer shall not unreasonably withhold consent though shall be entitled to disallow the Cricketer from carrying out some or all of the proposed Off-Season Activities if the Employer, in its reasonable opinion, considers that the Off-Season Activities would interfere with the Cricketer's performance of his obligations under this Agreement (including the Schedules). The Parties will use reasonable endeavours to accommodate the needs and desires of both parties in respect of Off-Season Activities, but the Employer retains the final discretion on this issue. For clarity, however, the Employer is mindful that the Cricketer needs to prepare for a career after cricket and will be sympathetic to proposals that take such need into account.
- 12.3 In particular, the Cricketer is entitled and the Employer will allow and encourage the Cricketer during the months October to March inclusive (but excluding periods when the Cricketer is on holiday or playing abroad), to invest a **minimum** of half a day a week during normal working hours to personal development and the Employer shall use all reasonable endeavours to encourage and enable the Cricketer to take advantage of this opportunity and to use **at least** the minimum allowable time.

- 12.4 The Cricketer shall use a proportion of this personal development time allowance to complete the mandatory anti-doping and anti-corruption education programmes specified and delivered by the ECB and PCA. In addition to these programmes, the Employer, the ECB and PCA shall endeavour to provide the Cricketer (and encourage the Cricketer to find and provide for himself) a sufficient variety and quality of further opportunities for personal development and agree that any such personal development opportunities shall primarily be for the direct benefit of the Cricketer and, in particular, in preparation for his life after cricket.

13. Off-Season Training and Fitness

The Employer will discuss and agree a reasonable Off-Season training regime with the Cricketer towards the end of each Season. Such training regime will take into account the Employer's needs and ambitions on the field of play and in the team, the Cricketer's performance, state of fitness, cricketing objectives (as agreed in appraisals, reasonable and achievable targets and agreed Off-Season Activities (if any)). The Employer shall have the final discretion in the setting of the training regime, but the Parties will use reasonable endeavours to agree the best way forward for the Off-Season. Once agreed, the Cricketer shall adhere to the training regime and attend such sessions as required and as communicated to him in writing by the Employer no later than 30 September in each year of this Agreement.

SCHEDULE 2

COMMERCIAL RIGHTS AND PROMOTIONAL ACTIVITIES

PREAMBLE

This Schedule explains what commercial rights the Employer and the Cricketer will enjoy and what promotional activities the Cricketer will undertake by virtue of the employment relationship between them. It is recognised that it is in the best interests of both parties that the exploitation of commercial rights be properly governed so that the overall commercial viability of the game is enhanced for the benefit of all and no confusion arises between the parties as to what rights can be exploited by the Employer and by the Cricketer acting individually or together with other cricketers. Any rights of the Cricketer not specifically granted to the Employer in this Schedule shall be retained by the Cricketer and he may exploit those rights as he sees fit subject only to the terms of this Schedule and of the Agreement.

Nothing in this Schedule shall preclude the parties from allocating out of the total remuneration package available to the Cricketer a separate amount in consideration for additional rights to be granted to the Employer within the context of either the employment relationship or of any other relationship, such consideration to be payable to the grantor of such rights provided that the Cricketer and/or such grantor shall indemnify the Employer upon demand against any and all tax liability and/or other losses (including without limitation any PAYE, penalties, interest and related costs) incurred by the Employer in respect of payments made to any Image Rights company or other grantor.

The parties to this Agreement acknowledge that the PCA is the steward and guardian of the collective Image Rights and Commercial Rights of the Cricketer when taken together with his fellow professional cricketers in England and Wales who are members of the PCA (see the definition of 'Image Rights' in this Schedule).

The Cricketer acknowledges and agrees that any PCA activities (whether commercial or otherwise) will not prejudice the rights of the Employer or detrimentally affect or influence the Cricketer's obligations and duties under this Agreement.

The parties acknowledge and agree that cricket is a team sport and that a player pool may be set up by agreement between the Employer and the Cricketer from time to time which may relate to team performance. Details of any applicable player pool shall be set out at paragraph 5, Schedule 1.

DEFINITIONS

In this Schedule and in this Agreement the following terms have the following meanings:

"Broadcast Agreements" means any broadcast agreements entered into between the ECB and any Host Broadcaster, currently including BBC Channel 5, ESPN Star Sports, BBC Radio and BSkyB in the UK and which may be amended and replaced from time to time as notified to the PCA by the ECB.

“Central Contract” means a central England contract (which may take the form of a 12 month central contract, summer central contract, tour central contract or match central contract) under which a cricketer is employed by the ECB to fulfil playing commitments in relation to a particular international cricket match or matches and various promotional commitments.

“Commercial Agreements” means the Broadcast Agreements, the New Media Agreements, the Sponsorship Agreements and all other commercial agreements entered into by the Employer and/or the ECB, including all extensions of such agreements in accordance with their terms as notified to the PCA from time to time.

“Commercial Rights” means all intellectual property and other rights associated with the Cricketer including but not limited to, as appropriate, copyrights, trade mark, Image Rights, domain name or other commercial right individual to the Cricketer.

“Employer” means where the context admits any official of the Employer.

“Employer Intellectual Property” means any name, logo, crest, mascot, symbol, legend, device or “get-up” adopted by the Employer and/or the ECB together with any Playing Kit or Leisurewear.

“England Central Contract” means a contract of employment between the ECB and certain cricketers whereby such cricketers are employed centrally by the ECB to fulfil international test match and/or one-day-international playing commitments.

“Fixed Line Partner” has the same meaning as in the Grant of Rights.

“Fixed Line Rights” means the right to make available, distribute or otherwise exploit and/or authorise third parties to make available, distribute or exploit the Licensed Rights by means of Fixed Line Systems as more particularly set out in the Grant of Rights.

“Fixed Line System” has the same meaning as in the Grant of Rights.

“Grant of Rights” means the licence agreement entered into between the ECB and the PCA dated 11 April 2002 as may be renewed from time to time.

“Host Broadcaster” means such person as the ECB may notify to the PCA as a person who has acquired from the ECB the live terrestrial broadcast or other analogue or digital television broadcast or other broadcast intended for television viewing or otherwise (including without limitation by way of radio, satellite and/or cable delivery, pay per view, pay per day, VOD, NVOD, cable relay, subscriptions, direct to home and other direct or multi-broadcast and any derivative or combination thereof).

“Image Rights” means those intellectual property rights belonging to an individual cricketer relating to his name, likeness, image, signature, logo, strapline, catchphrase, fame, notoriety, nickname(s), mannerisms, distinguishing characteristics and voice which may during the term of this Agreement or thereafter have commercial value. When referred to in the context of a team or squad, it means the collective Image Rights of the cricketers making up the team or squad,

such collective Image Rights being controlled by the PCA on behalf of the Cricketer as the guardian of the Cricketer's Commercial and Image Rights and intellectual property.

"Intellectual Property Rights" means all copyright and other intellectual property rights in whatever media whether or not registered including (without limitation), database and compilation rights, patents, trade marks, service marks, trade names, registered designs, all other industrial commercial or proprietary rights and any applications for the protection or registration of those rights and all renewals and extensions existing in any jurisdiction.

"Internet" means the worldwide network of TCP/IP – based networks, including without limitation bridges, networks and servers running applications such as the World Wide Web, e-mail, chat lines, File Transfer Protocol, Gopher, social networking sites (including, without limitation, Twitter) and blogs.

"Leisurewear" means clothing and footwear (excluding cricket boots) other than Playing Kit.

"Licensed Rights" has the same meaning as in the Grant of Rights.

"Mobile Wireless Technology" has the same meaning as in the Grant of Rights.

"New Media Agreements" means the Fixed Line Rights and Wireless Rights agreements entered into between the ECB and the Fixed Line Partners and/or Wireless Partners and/or Host Broadcasters or any other third party purchasing such New Media Rights as notified to the PCA from time to time.

"New Media Rights" means Wireless Rights and Fixed Line Rights.

"Person" includes a firm, partnership, company, corporation, individual and any other legal entity whether incorporated or unincorporated.

"Playing Kit" means all such clothing and kit as are commonly worn whilst engaged in competitive cricket or training as provided by the Employer. For clarity, for the purposes of commercial exploitation, it is accepted by both parties that, subject to ECB regulations governing advertising and sponsorship, certain items of technical cricket equipment worn or used during competitive cricket are customarily supplied by the Cricketer including, but not limited to, his boots, his bat, his baselayer (underwear etc), his eyewear (including sunglasses), his wicketkeepers protective mask, his gloves, his pads, his helmet and any other protective equipment.

"Promotional Activities" means attendance at and participation in a reasonable number of reasonably located (in timing and distance) promotional activities and public relations exercises relating to the Employer and its relationship with its sponsors as the Employer may from time to time specify in accordance with this Schedule (the Employer to ensure as far as is possible reasonably equal prominence between players within the squad).

"Recordings" has the meaning ascribed to it below.

"sponsor" means any sponsor, commercial partner, licensee or supplier.

‘Sponsorship Agreements’ means any sponsorship agreements entered into between the ECB and sponsors currently including Vodafone, adidas, Sky, BBC Channel 5, the Times, Hugo Boss, Go Goodwins, Volkswagen, Veuve Clicquot, Asics, Red Bull, Marstons, Hewitt, Buxton, ESPN Star Sports, npower, Friends Provident, NatWest and Liverpool and Victoria and which may be amended and replaced from time to time as notified to the PCA by the ECB.

‘Tour Contract’ means a central England contract under which a cricketer is employed by the ECB to fulfil playing commitments in relation to a particular international cricket tour relating to Test Matches or One Day International Matches (both as defined in the Qualification Regulations) or other matches involving a team representing the ECB.

‘Wireless Partner’ has the same meaning as in the Grant of Rights.

‘Wireless Rights’ means the right to make available distribute and/or otherwise authorise third parties to make available, distribute or otherwise exploit the Licensed Rights by means of Mobile Wireless Technology as more particularly set out in the Grant of Rights.

Recordings

The Cricketer consents to his performance, under this Agreement and whilst on duty as a cricketer for the Employer during the Term of this Agreement, being filmed, transmitted and recorded, and he agrees that such film, transmission or recording in whole or in part may be used by the Employer and the ECB for and in the distribution thereof by and through all media (‘Recordings’) now known or hereafter developed (including without limitation in relation to the Broadcast Agreements, and the New Media Agreements) throughout the world for a period of the full term of copyright and any extensions or renewals thereof.

Grant of Rights and Grant of Commercial Rights

The Cricketer undertakes to perform all his obligations as set out in the Grant of Rights, particularly in relation to the New Media Rights but limited strictly to the terms of that Grant of Rights.

The Cricketer grants to the Employer and to the ECB all his Commercial Rights (and, insofar as such rights are individual to the Cricketer, instructs the PCA so to grant on his behalf the collective Image Rights of the Cricketer’s team or squad) necessary for the Employer and the ECB to fulfil respective Commercial Agreements and to organise, promote, facilitate and administer cricket within their respective areas.

The Cricketer agrees to comply with such Commercial Agreements in so far as such agreements relate to the Cricketer and provided that such terms and obligations have been notified to the PCA on the Cricketer’s behalf or to the Cricketer by the Employer or the ECB.

The Employer undertakes not hereafter to conclude agreements which would involve exploitation of the Commercial Rights to a greater extent than set out and granted under this Schedule and, if additional rights are desired, then these shall be subject to separate negotiation with the Cricketer or with the PCA on the Cricketer’s behalf.

The rights granted and consents given by the Cricketer under this Schedule shall survive the expiry or earlier termination for whatever reason of this Agreement.

Archive

The Cricketer shall have the non-exclusive right to use solely in the context of a web presence of the Cricketer available over the Internet all archive material owned or controlled by the Employer and/or the ECB PROVIDED THAT:

This right is personal to the Cricketer, although in the alternative it may be delegated to someone operating a web presence in the name of and with the authority from the Cricketer;

All such archive material will be supplied at the Cricketer's cost;

Although the Employer and/or the ECB will not charge a rights fee in respect of such use, there may be handling or rights clearance fees to be paid to third parties;

This right will lapse 12 months after the expiry of this Agreement, or any subsequent playing agreement between the Cricketer and the Employer.

Employer Intellectual Property

The Cricketer:

shall not exploit, commercially use or otherwise enter into any joint marketing or promotion of, Employer Intellectual Property or otherwise associate the Employer Intellectual Property with any third party's products or services without the prior written consent of the Employer and/or the ECB (as relevant) such consent not to be unreasonably withheld or delayed;

shall not exploit and/or commercially use any items of the Employer Intellectual Property in conjunction with other words or images without the prior written consent of the Employer and/or the ECB (as relevant) such consent not to be unreasonably withheld or delayed;

shall not adopt or use any other trade marks, drawings, symbols, emblems, logos, designations, names or clothing confusingly similar to the Employer Intellectual Property;

shall not knowingly do any act or thing which would harm, misuse or bring into disrepute or ridicule the Employer Intellectual Property;

shall (if the same is/are or become registered) not do or omit to do anything which might undermine the validity of the Employer Intellectual Property as registered trade marks;

shall not hold himself out as the owner of the Employer Intellectual Property;

acknowledges that all Intellectual Property Rights in their respective Employer Intellectual Property together with any goodwill attached thereto shall remain the sole property of the Employer and/or the ECB (as relevant) and shall inure solely for the benefit of the Employer and/or the ECB (as relevant). Should any right, title or interest in or to the Employer Intellectual

Property or any of them or any goodwill arising out of the use of the Employer Intellectual Property, become vested in the Cricketer (by the operation of law or otherwise), he shall hold the same in trust for and shall, at the requisition of the Employer and/or the ECB (as relevant), immediately unconditionally assign (with full title guarantee) free of charge any such right, title, interest or goodwill to the Employer and/or the ECB (as relevant) and execute any documents and do all acts required by the Employer and/or the ECB (as relevant) for the purpose of confirming such assignment;

shall, if he becomes aware of any threatened or actual unauthorised use or any such misuse of the Employer Intellectual Property, immediately notify the same to the Employer in writing, setting out the facts in reasonable detail;

shall not authorise any third party to do any of the acts referred to above.

Promotional Activities

The Cricketer acknowledges and agrees that he will be obliged to undertake a reasonable number (both in duration and frequency) of Promotional Activities and duties so as to enable the terms and conditions of the Commercial Agreements and the Employer's contracts entered into with any commercial sponsor to be performed and fulfilled.

These Promotional Activities may include:

Events organised by the Employer (including without limitation making personal appearances in sponsors' hospitality areas after play on match days);

Events organised by any sponsor of the Employer;

Photographic filming or recording sessions subject to the minimum number requirements set out below;

The taking of photographs to be used only in accordance with the minimum number requirements set out below;

Interviews given to television, radio, press or magazine journalists;

Visits by third parties to any matches, training sessions or squad sessions of the Employer;

Benevolent and/or charitable activities including without limitation visits to schools, hospitals and charitable organisations;

Participation in community activities and grass roots development projects organised by the Employer including, but not limited to, coaching at schools or cricket clubs;

Interviews given to Wireless Partners and/or Fixed Line Partners and/or Host Broadcasters in accordance with the Grant of Rights;

Interviews given to Host Broadcasters;

Attendance at and support of merchandise signing sessions as requested by the Employer (subject to the provision that the Cricketer shall only be obliged to sign merchandise which has been or will be signed by at least 3 cricketers employed by the Employer and that the number of pieces of merchandise for signing is reasonable).

The Cricketer agrees to arrive in a timely manner at and participate in:

The annual Employer Dinner;

Post match dinners/buffets;

Press conferences and pre and post match interviews.

The Cricketer agrees to make himself reasonably available to Employer approved photographers at photographic opportunities after matches and practice sessions subject always to the condition that any such photographic image to be commercially exploited or used to promote or endorse by the Employer or its sponsor must contain a minimum of three cricketers employed by the Employer and the cricketers shall not be obliged to wear anything other than Playing Kit.

Except in exceptional circumstances or in the case of the County Captain, the Cricketer's attendance at an event or participation in a Promotional Activity as described in this paragraph shall be in conjunction with at least 2 other cricketers employed by the Employer and all players shall be given reasonably equal prominence and the Employer shall use reasonable endeavours to rotate the obligations through and throughout the whole squad.

The Cricketer shall arrive at Promotional Activities in a timely manner and wear appropriate Playing Kit or Leisurewear as requested by the team manager or other appropriate Employer official.

The Cricketer shall follow all reasonable instructions given to him by the organiser of any event or activity to which the Promotional Activity relates.

The Cricketer will conduct himself in an orderly and respectable manner appropriate to the relevant event or activity and any relevant audience.

The Employer will use reasonable endeavours to ensure that the demands on the Cricketer in the undertaking of Promotional Activities are made and operated equitably between all cricketers employed by the Employer other than the County Captain so that the Cricketer is not disproportionately burdened by these demands by comparison with his Employer colleagues.

The parties, the ECB and the PCA acknowledge that what is 'reasonable' in respect of promotional activities will be based on custom and practice at the Employer's Club (i.e. normal marketing and promotional activities) and that any new or extraordinary activities should be discussed and agreed between the Employer and the Captain or PCA representative.

Cricketer's Commercial Activities

The Cricketer is free to pursue commercial activities on his own account subject to the following terms and conditions:

The Cricketer must comply at all times with the terms of this Schedule and the Agreement;

The Cricketer may not undertake any commercial activity which interferes with his ability to perform his obligations under this Agreement;

The Cricketer must ensure that any sponsorship, advertising or similar promotional activity undertaken by him will not in the reasonable opinion of the Employer or the ECB (as relevant) conflict with, limit or cause the Employer or the ECB (as relevant) to contravene the provisions of any Commercial Agreements, including, without limitation, any Commercial Agreements in respect of which the Employer or the ECB (as relevant) and any sponsor or potential sponsor with whom the Employer or the ECB (as relevant) are actively in negotiation. To the extent the Employer or the ECB (as relevant) enters into new Commercial Agreements during the term of this Agreement, on and from the date each such new Commercial Agreement is entered into and notified in writing to the PCA, the Cricketer agrees not to undertake any promotional activity (including, without limitation entering into any personal commercial contracting arrangements) which may conflict with, limit or cause the Employer or the ECB (as relevant) to contravene the provisions of such new Commercial Agreement;

The Cricketer shall ensure that any personal commercial contracting arrangements which the Cricketer enters into during the term of this Agreement, including, without limitation, all personal endorsement contracts, shall include the following provisions:

- “(i) *The England and Wales Cricket Board Limited ('ECB') is the owner of the ECB brand and has a legitimate and reasonable right to protect and enhance the value of the ECB brand by controlling its use. As such, no third party is entitled to use the intellectual property owned by the ECB without its prior written consent. If [Partner] wishes to make any use, commercial or otherwise, of the intellectual property owned by the ECB or associate itself with the England Cricket Team in conjunction with, by reference to or otherwise in connection with [Cricketer], which without the ECB's consent would be unlawful, [Partner] undertakes to obtain the prior written consent of the ECB before making such use of the ECB's intellectual property..*
- (ii) *Clause [(i)] above confers a benefit on the ECB and is intended by [Partner] and [Cricketer] to be enforceable by the ECB by virtue of the Contracts (Rights of Third Parties) Act 1999 and the consent of the ECB shall be required for any variation of clause [(i)].*
- (iii) *[Partner] and [Cricketer] do not intend that any term of this agreement apart from clause [(i)] should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this agreement.”;*

and:

“Nothing herein shall constitute [Partner’s] right to prevent or prohibit the Cricketer from appearing in a group image for the promotion of the ECB or any of its Partners (and for these purposes a ‘group image’ shall mean an image in whatever form or media which features [Cricketer] and at least two other England cricketers each Cricketer having reasonably equal prominence).”;

The Cricketer shall take all reasonable steps to enforce and shall provide the ECB with all reasonable assistance required for the ECB to enforce the provision in (i) above against the relevant party who has entered into a personal commercial contracting arrangement with the Cricketer;

The Cricketer shall ensure that any personal commercial contracting arrangement which the Cricketer enters into during the term of this Agreement in relation to the supply and/or endorsement of cricket clothing and/or cricket equipment shall include the carve-out clause set out below. The purpose of this carve-out clause is to ensure that, in the event the Cricketer is provided with a Central Contract, the relevant Cricketer’s obligations under such Central Contract, including obligations to wear only ECB and/or ICC supplied clothing whenever ‘on duty’ (as such term is defined in the Central Contract) and undertake promotional activities and appear in promotional materials in relation to such ECB and/or ICC supplied clothing, are met:

“[Partner] acknowledges that if [Cricketer] is selected to play for England at any level (including but not limited to the England First Team, the England Lions team, the National Academy team and any England age-group team) then during all such matches in which he is representing England (including training and practice sessions for such matches) [Cricketer] may be required to wear cricket trousers which are not branded in the name of [Partner] and which are produced by and branded in the name of a third party and [Partner] warrants that [Cricketer] shall be relieved of his obligation to wear [Partner] branded cricket trousers during all such matches in which he is representing England (together with all the training and practice sessions for such matches) if and to the extent that [Cricketer] is unable to perform such an obligation by reason of [Cricketer]’s playing and/or employment contract with the ECB.”

To the extent that the Cricketer is party to any personal endorsement contract, existing as at the date of this Agreement, which provides the personal endorsement contract sponsor with an existing contractual unilateral right to renew or extend such personal endorsement contract, the Cricketer shall not be required to include the carve-out clause set out above in any renewal or extension thereof.

Furthermore, both parties agree that to the extent that the above provisions relating to the Cricketers’ commercial activities reflect the provisions of the Central Contract, such provisions shall be automatically varied to reflect any amendment or variation to the equivalent provisions of the Central Contract from time to time.

The Cricketer may not be employed or engaged by any other person or entity except that the Cricketer still be free to take up any employment or engagement anywhere in the world with any person between 1 October and the last day of February in any year of this Agreement subject to the prior written consent of the Employer (not to be unreasonably withheld) provided that such employment or engagement must not (i) in the reasonable opinion of the Employer, bring the

Cricketer, the Employer, the ECB or the game of cricket into disrepute (ii) involve participation in any cricketing activities (except for cricket tournaments which are recognised as official cricket by the ICC) and furthermore provided that the Cricketer shall comply with Clauses 2(b), 5(a)(vi), 5(d) and all other applicable clauses in the Agreement;

The Cricketer shall promptly notify the Employer and keep the Employer notified of his whereabouts and contact details during, and of details of, any employment or engagement entered into under the above provisions.

Cricketer's Commercial Rights

At the commencement of this Agreement and as soon as reasonably practicable (and in any event prior to 30 March) in each year of this Agreement the Cricketer shall disclose to the Employer full details of all of his current commercial contracts and arrangements.

The parties acknowledge that the Image Rights of the Cricketer belong solely and exclusively to him and may not be exploited by the Employer or any other third party without the express authority of the Cricketer save as is provided in this Schedule and under this Agreement.

The Cricketer's Commercial Rights may not without the express authority of the Cricketer be used on any website or Internet based or online enterprise operated by the Employer or any third party on its behalf except as provided for in the Grant of Rights and this Schedule or in Employer team or squad profiles so long as:

- (a) the Cricketer's profile is the same as or substantially the same in content and format as the profiles of at least three of his Employer club colleagues; and
- (b) all such profiles are equally accessible to users of the website or other Internet or online presence; and
- (c) no impression is given that the website or other Internet presence is the 'official' or 'exclusive' website or other Internet presence of the Cricketer alone.

Cricketer Conduct Undertaking

In relation to any promotion of the Cricketer to the public through whatever media (including in particular websites or other Internet promotion) which is authorised on his behalf and/or controlled by the Cricketer:

the Cricketer undertakes that such promotion will not, so far as its content refers to the Cricketer or the Employer or any of the other players employed by the Employer, infringe any International Cricket Council or ECB rules or regulations or any terms set out or referred to in this Agreement;

the Cricketer undertakes that such promotion shall not cause the Cricketer, his Employer colleagues, the Employer, the ECB or the game of cricket to be brought in the reasonable opinion of the Employer into disrepute;

the Cricketer undertakes that such promotion shall not damage or interfere with the commercial interests of the Employer and/or the ECB and/or those of its sponsors in any way.

Conflict

In the event of any conflict between the provisions of this Schedule and of the Grant of Rights, this Schedule shall prevail.

In the event of any conflict between the provisions of this Schedule 2 and/or Schedule 1 and/or the Agreement then the Agreement shall prevail followed by Schedule 2 and Schedule 1 in that order.