

# MODEL OF RIDER'S CONTRACT

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*Between the undersigned,*

(name and address of the paying agent), paying agent  
for the UCI cyclo-cross Team (name of the team),  
affiliated to the (name of the national federation)

and whose principal partners are:

1. (name and address) (where applicable, the paying agent itself)
2. (name and address)

hereinafter "the paying agent"  
ON ONE PART

and:

(name and address of the rider)  
born at (place) on (date)  
of (nationality) nationality  
holding a licence issued by (name of the national federation)

hereinafter "the rider"  
ON THE OTHER PART

## **Whereas:**

1. the paying agent employs a team of cyclists who participate as members of the UCI cyclo-cross team (team name) under the management of Mr./ Mrs (name of the general manager or team manager) in cyclo-cross races governed by the regulations of the Union Cycliste Internationale;
2. the rider wishes to join the (name of the team);
3. both parties are acquainted with and declare that they abide wholly by the UCI Constitution and Regulations, and those of its affiliated national federation.

## **It is agreed as follows:**

### **ARTICLE 1 Engagement**

The paying agent hereby engages the rider, and the rider agrees to be engaged as a cyclo-cross rider. Participation by the rider in events in other disciplines is decided by the parties case by case.

### **ARTICLE 2 Duration**

The present contract is concluded for a fixed period commencing on (date) and expiring on (date).

### **ARTICLE 3 Remuneration / reimbursement of expenses**

#### **a) Paid rider**

The rider is entitled to an annual gross salary of (amount). This remuneration may not be lower than the legal minimum wage or, where there is no legal minimum, than the usual salary that is paid or has to be paid to full-time workers employed in the country whose national federation issued the rider's licence or in the country where the team has its head office, whichever is the higher.

#### **b) Unpaid rider**

The rider receives no wages or remuneration but receives expenses as per the scale below for the activities carried out for the team and/or at its request;

(Suggestions, examples )

(currency and amount) per kilometre travelled;

- reimbursement of air tickets for distances greater than (number) km;
- reimbursement of the cost of a 2-stars hotel room for the nights before and after the event if the competition venue is more than (number) km from the rider's home;
- on presentation of receipts, reimbursement for all meals taken during travel up to a maximum price of (currency and total amount) per meal;

- on presentation of invoices, reimbursement for minor mechanical expenses (tyres, brakes, cables, lubrication, adjustments, etc.) to a maximum total amount of (currency and total amount) per year.

#### **ARTICLE 4 Payment of salary / reimbursement of expenses**

##### **a) Paid rider**

1. The paying agent must monthly pay the salary referred to in article 3 above, no later than the 5th working day of the next month.
2. Should the rider be suspended under the terms of the UCI Regulations or those of one of its affiliated federations, he is not entitled to the said remuneration referred to in article 3 for the part of the suspension exceeding one month:
3. In the event of failure to make payment of the remuneration referred to in article 3, the rider is, without summoning the employer to make payment, fully entitled to an extra benefit of 5% interest per year.

##### **b) Unpaid rider**

1. The team must pay the sums specified in article 3 no later than the last working day of each month as long as it has received the expenses claim from the rider before the 20th of that month.
2. In the event of a failure to make payment of any sum by its due date, the rider has the right, without notice, to the interest and supplements commonly applied in that country.
3. Any sum due to the rider from the team must be paid by transfer to the rider's bank account no (number) at the (name of the bank) at (branch where the account is held). Only the proof of the execution of the bank transfer is accepted as proof of payment.

#### **ARTICLE 5 Insurance**

In the event of illness or accident affecting the rider's ability to meet his contractual obligations, the rider benefits from the insurance cover specified in the ANNEXEes to this contract.

#### **ARTICLE 6 Primes and prizes**

The rider is entitled to primes and prizes won during cycling competitions in which he/she rode for the team, in accordance with the regulations of the UCI and its affiliated federations.

Primes and prizes must be paid as promptly as possible, but at latest on the last working day of the month following that in which said primes and prizes were won.

#### **ARTICLE 7 Miscellaneous obligations**

1. During cyclo-cross events, the rider may not, for the duration of the present contract, work for any other team or advertise for any other sponsors than those belonging to the (name of team), except in such cases as are provided for in the Regulations of the UCI and of its affiliated federation.
2. The paying agent undertakes to allow the rider to exercise his activity properly by providing the equipment and clothing required and allowing him to take part in an adequate number of cycling events, either as part of a team or individually.
3. The rider may not compete in a race as an individual without the express consent of the paying agent. The paying agent is deemed to have given its agreement if it has not replied within a period of ten days from the date of the request. In no case may the rider take part in a race within any other structure or a mixed team if the (name of the team) has already entered for that race.
4. In the event of selection for a national team, the paying agent is required to permit the rider to participate in such races and preparatory programmes as may be determined by the national federation. The paying agent must authorise the national federation, acting on its own behalf, to give to the rider any instructions of a purely sporting nature that it deems necessary in the context of and for the duration of the selection.

In none of the aforementioned cases, the present contract is suspended.

#### **ARTICLE 8 Transfers**

On the expiry of the present contract, the rider is entirely free to sign a new contract with some other employer, subject to the provisions of the UCI Regulations.

#### **ARTICLE 9 End of contract**

Without prejudice to the legislation governing the present contract, it may be terminated before expiry, in the following cases and on the following conditions:

1. The rider may terminate the present contract, without notice or liability for damages:
  - a. if the paying agent is declared bankrupt, insolvent or goes into liquidation.

- b. if the paying agent or a principal partner withdraws from the team and the continuity of the team is not guaranteed or else if the Team announces its dissolution, the winding up of its activities or its inability to meet its commitments; if the announcement is made for a given date, the Rider must perform the contract until that date.
2. The paying agent may terminate the present contract, without notice or liability for damages, in the event of serious misconduct on the part of the rider or of the suspension of the rider under the terms of the UCI Regulations for the remaining duration of the present contract. Serious misconduct is considered to include refusal to ride cycle races, despite being repeatedly called on to do so by the paying agent.
3. Either party is entitled to terminate the present contract, without notice or liability, notably in case the rider is rendered permanently unable to exercise the occupation of professional cyclist.

**ARTICLE 10 Defeasance**

Any clause agreed upon between the parties that runs counter to the terms of the model contract between a rider and a team and/or to the provisions of the UCI Constitution or Regulations and which would in any way restrict the rights of the Rider is null and void.

**ARTICLE 11 Arbitration**

Any dispute between the parties arising from the present Contract must be submitted to arbitration and must not be brought before any court. It must be settled in accordance with the Regulations of the UCI through the UCI arbitral board or, failing this, according to the regulations of the national federation to which the rider belongs or, failing this, the legislation governing this Contract.

Made in (place) on (date)

Made in as many copies as required by the legislation applicable to the present contract, that is to say, (number) plus one copy to be sent to the UCI.

(signature)

\_\_\_\_\_  
The Rider or its legal representative

(signature)

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The Paying Agent