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# Contracts

Factsheet 1

## A. Contract of Employment – General

### Rider contracts – what are the key points you should look for?

(Please click [here](#) for the TCA Contract Template as referred to in table below.)

Key Point	What should you consider?	Relevant clause reference from the TCA Contract Template	Top Tips
<b>Term (the length of your contract)</b>	How long do you want to ride for the team for?  How long can the team commit to you for?  This may not be a reflection on how good a rider you are, but how long the sponsorship and team funding has left.	Article 2	If a team is UCI registered, a standard contract should be for a minimum of 12 months (but this is not the same for a commercial / marketing contract – please see below).
<b>Registration</b>	Will the team be applying for UCI registration? If so, at what level?	Article 1	
<b>Salary</b>	How much are they offering to pay you?  What expenses will they cover?  If they are a WWT team, make sure you are being offered the minimum salary	Article 3 and Article 4	Please refer to the TCA Salary Guidelines for more help and salary benchmarks.  51% of riders report that they have had to repay certain expenses back to their team – pay close attention to this, as it may reduce your salary significantly.
<b>Bonuses &amp; prize money</b>	What is the team policy with regards to sharing?  Is this policy, or anything you have agreed verbally, properly detailed in the contract?	Article 5	It is usually wise to have a rider in charge of the prize money rather than the team organisation or manager.
<b>Termination</b>	How can you terminate the contract before the end of the Term?  How can the team terminate the contract before the end of the Term?  What happens when the team terminates the contract early? Are you required to repay any expenses or return salary?	Article 8	Pay close attention to this – and ensure it is clear to you what the circumstances are where the team can terminate, or where you can terminate.  Make sure you also understand the effect of termination on salary and whether you will be required to pay back any amounts or expenses.

Key Point	What should you consider?	Relevant clause reference from the TCA Contract Template	Top Tips
<b>Sponsors</b>	<p>What sponsors will the team be working with?</p> <p>Are there any restrictions around equipment? Do you have to use their saddle for example?</p> <p>Are there any restrictions around working with other sponsors?</p> <p>Make sure you are comfortable with whatever policy the team has adopted.</p>	Article 6	<p>Do you have any personal sponsors? If so, check before you sign that this doesn't conflict with a team's sponsorship.</p> <p>If there are no provisions for commercial or marketing opportunities ask if there is a separate contract for this. If there is not a contract agreement, details of sponsors should be included within this team contract.</p>
<b>Image Rights</b>	<p>What does the contract say about image rights?</p> <p>Does it leave ownership of these with the rider?</p>	Article 6	<p>Make sure you understand exactly who owns your image rights and, if you are required to sign these over, that you feel any salary or payment for this reflects such a transfer.</p>
<b>Time</b>	<p>What are the expectations around your time? Is it clear how many days are required to be spent (i) racing, (ii) training or at training camps (iii) with sponsors and are there other appearances expected of you? Do you understand how this relates to your salary and what the policy is if they request you to work for another sponsor or for additional days racing or working?</p>	Article 6	<p>Make sure it's clear exactly how many days or months you are contracted for (and that you are happy with this, and with the number of race days for example).</p> <p>It is unlikely any team will confirm selection for any specific races in your contract, even if this is very important to you – as race selection will depend on fitness and form around the particular race.</p> <p>If there are no provisions for sponsor opportunities or obligations for this ask if there is a separate contract for this. If there is not a separate contract, details of time allocation for sponsors should be included within this team contract.</p>
<b>Insurance</b>	<p>Do you understand what insurance the team is offering you?</p>	Article 6	<p><a href="#">Please refer to the TCA Fact Sheet on Insurance</a></p>

## **B. Contracts – Commercial / Marketing contract**

Some teams will pay their riders under a specific rider contract and will then have a separate 'commercial' contract with a rider – this separates your rider responsibilities with your marketing / commercial responsibilities.

This is fairly standard and we do not usually consider this to be a problem, as long as between the two contracts, the key points listed above are covered and the two contracts are not inconsistent with each other. However, we would recommend that you ask why the two contracts are separated, to get an understanding of the team's reasons for this – as we have seen circumstances where two contracts were used to circumvent federation's requirements for a minimum bank guarantee. If you are not comfortable with their responses, please reach out to The Cyclists' Alliance so we can help understand.

The two contracts may be with different entities because the team will employ you as a rider, but a sponsor may employ you as an ambassador. The two contracts combine to create your overall team commitments and salary.

## C. Contracts – Specific Examples

Joining a UCI Women's World Team or a Continental Team requires a written contract of employment between the rider and the team.

The Cyclists' Alliance has developed a contract template which can be used when negotiating with your team (the "TCA Template"). The TCA Template contains all of the UCI's standard contract language and clauses recommended for Women's teams, as defined in UCI regulations section 2.17.030 – any Women's World Tour or Continental Teams must have the clauses in this TCA Template as a minimum example of what is required.

Please click [here](#) for the TCA Template.

**A contract for Women's World Tour Teams must contain, as a minimum, the following:**

- Name and address of the employer
- Paying agent for the UCI WorldTeam (name) for whom the principal partners are:
  - o 1. (name and address) (where applicable, the employer itself)
  - o 2. (name and address)
- Name and address of the rider....born in...on...of ..... nationality holding a licence issued by...
- the Employer is engaged in setting up a cycling team who, within the UCI WorldTeam.... and under the management of Mr (name of manager or sports director), intend to take part, during the duration of the present contract, in cycle road races governed by the regulations of the Union Cycliste Internationale; the Rider wishes to join the team (name of the UCI WorldTeam); both parties are acquainted with and declare that they will abide wholly by the UCI constitution and regulations, and those of its affiliated National Federations as well as the joint agreements concluded between the CPA and theAIGCP and approved by the Professional Cycling Council
- **ARTICLE 1** – Employment
- **ARTICLE 2** – Duration
- **ARTICLE 3** – Salary
- **ARTICLE 4** – Payment of the salary
- **ARTICLE 5** – Prizes and bonuses

- **ARTICLE 6** – Miscellaneous obligations e.g. 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 UCI WorldTeam, save in such cases as are provided for in the regulations of the UCI.
- **ARTICLE 7** – Calendar and Holidays
- **ARTICLE 8** – Transfers
- **ARTICLE 9** – Termination of the contract
- **ARTICLE 10** – Defeasance
- **ARTICLE 11** – Arbitration
- **ARTICLE 12** – Submitted contacts

The rider may contract with the UCI Women's World Tour Team as a self-employed worker and be registered as a member of the UCI Women's World Team, subject to certain conditions.

In particular, a self employed rider can be liable for taking out their own insurance (please see separate fact sheet), the cost of such cover and the rider may be asked to provide evidence.

Outside of the World Tour other women's teams must also provide rider contracts along a similar template to receive UCI registration. We would expect to see similar clauses included in contracts for all UCI registered teams – if anything is missing from your contract, raise this with the team and feel free to contact the TCA if you have any questions.

## D. Negotiation tips

- **Define your goals**
- What are **your** key reasons for wanting to sign for the team?
- Clearly identify these key reasons and write them down before you enter into any negotiation – this will help you communicate these goals to the team.
- Whilst the exact reasons will be unique to you, some examples of questions to ask yourself are:
  - Is it about the team's specific set up?
  - A desire to race with the particular team?
  - A will ride on their specific bike?
  - The salary offered?
- One you have identified your key reasons, list them out, in order of priority.
- Keep that order of priorities at the front of your mind when asking questions, and concede you may need to compromise on other factors or find a solution to make working together possible.
- Think win/win, not that someone must walk away a winner and the other a loser. There's nothing wrong with working together to determine creative ways to meet the needs of both parties.
- **Understand your value**
  - How much have you been paid previously?
  - What results have you achieved since then, or on that salary?
  - What potential are you showing?
  - What can you offer the team you are negotiating with?
  - For example, is it a team of climbers and you're the sprinter they need, or can you bolster their Time Trial team?
- Make sure the salary offered reflects the number of days required too – racing and also additionally for sponsors / media etc.
- **Ask for what you want** – this is why preparing in advance is key. This helps you anticipate the questions and direct the discussion or ask your questions based on the facts, and ensures you are not dictated by emotion.
- **Don't be afraid to say no.** If the offer doesn't reflect what you are looking for, or doesn't achieve your key goals, then be prepared to walk away. Entering into a bad deal, or with a bad team, is worse than having no team to ride with. Keep your head held high and know your strengths.
- **Check out the TCA Salary Guidelines factsheet for more details and for typical salaries, to contribute to your negotiating power.**

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## Disclaimer

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If you have a concern with or dispute under **an existing contract** please contact the TCA [info@cyclistsalliance.org](mailto:info@cyclistsalliance.org)