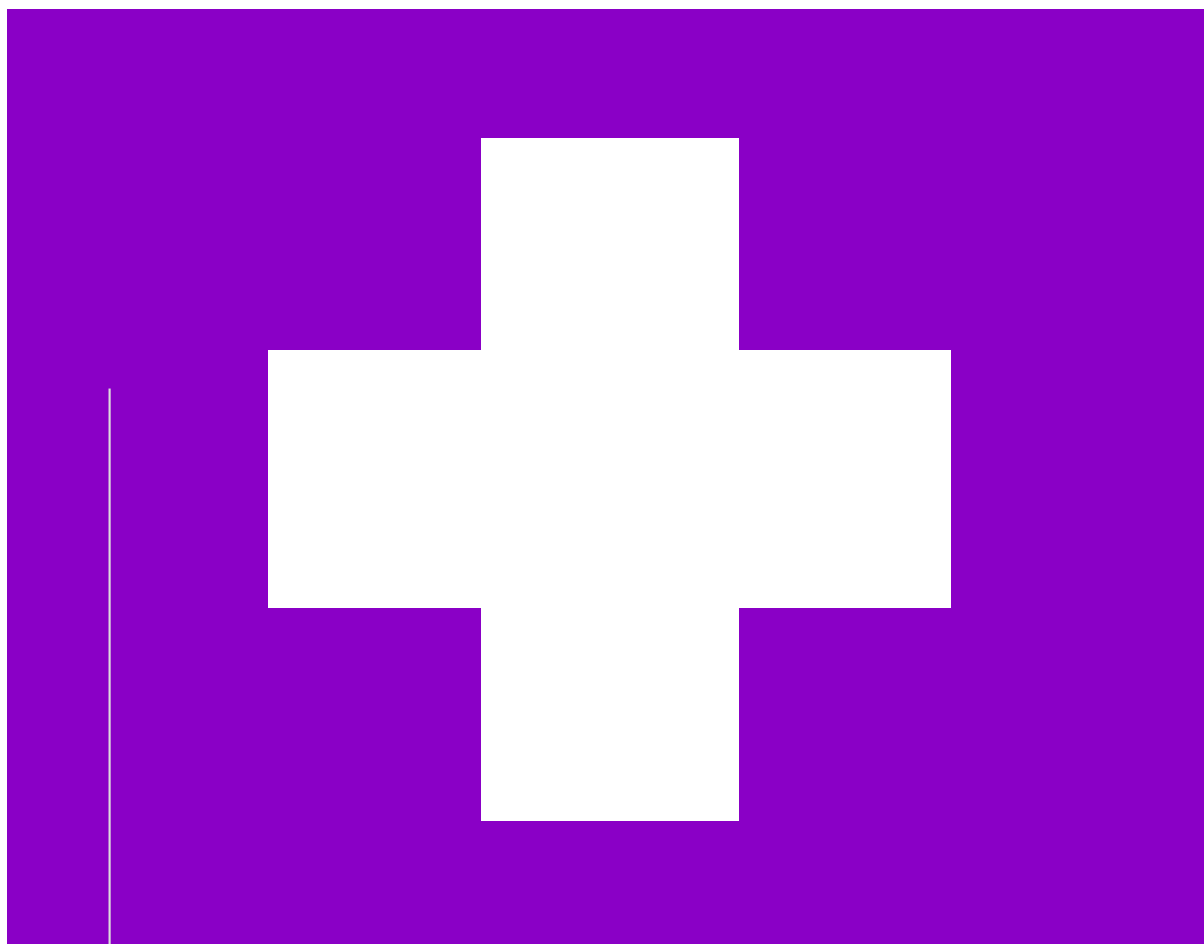


April 2020



Contract health check service

Contract health check service

The TCA, together with [Bespoke-M](#), offer a 'Contract Health Check Service'.

You can use the below table as a guide to review your own contract. Alternatively you can send your contract to info@cyclistsalliance.org (with 'Contract Health Check' in the subject header) and it will be reviewed by an agent and we will return it to you with recommendations.

If you choose to send it to the TCA for a 'Contract Health Check' it will be reviewed by the agent free of charge. If you would like the agent to negotiate on your behalf, a preferential rate will be offered by the agent to all TCA members.

GREEN = No concerns.

AMBER = This is an issue, please ask the team to explain.

RED = We do not recommend you sign this until this is resolved.

Item	Green	Amber	Red
Team Contact details	Team name plus address and contact details	Team name only	No contact details
Employment	Confirmation the team has the same intentions and declarations as the rider e.g. to ride on the road, to be UCI registered etc. Rider's employment status as employed or self employed rider also to be defined.	Employment clauses not clear	No terms of employment set out
Duration	Term clearly stated and matches the riders understanding	Term not clear or not encompassing what the rider expected	No duration set out
Salary	Stated clearly and in the case of WWT teams adhering to the minimum salary guidelines	Salary terms unclear, not what the rider was expecting or including bonuses or expenses or other costs	No salary set out

Item	Green	Amber	Red
Payment of the salary	Terms of payment stated clearly including instalments, method of payment and if an invoice is required	Terms of payment not entirely clear	Terms of payment not stated
Prizes and bonuses	Team policy regarding prize money and any bonuses (and the methods of payment of said bonuses) clearly set out	Team policy not set out or considered unacceptable to what the rider was expecting	Terms of payment not stated
Miscellaneous obligations	To include reference to sponsors, equipment, other races not for the team, riders health protection programme, travel costs, policy to National team and Federation.	Reference to some but not all of the Misc. obligations set out in 'Green'	No reference anywhere in the contract to any of the Misc. obligations
Calendar and Holidays	Confirmation of agreed number of race days and any agreed holidays (minimum 30 days for WWT riders)	Race days agreed but no holiday or race days not as agreed	No mention of race days or holiday
Transfers	Team policy for Transfers during and after the season	Policy regarding transfers unclear	No policy set out or an unacceptable policy not allowing a rider to transfer even at the end of a season
Termination of the contract	Clearly defined and agreed / fair reasons for termination by either the rider or the team and the liabilities following any such termination	Unclear or potentially questionable reasons for termination and onerous liabilities on the rider	Extremely onerous and seemingly unfair reasons for termination or liabilities
Defeasance	Agreement that any clauses in the contract that run counter to the UCI rules and regulations are null and void	No mention but no clear conflicts with UCI, Olympic or National Federations	No mention and clear conflicts with UCI regulations

Item	Green	Amber	Red
Arbitration	Clear instructions for any disputes between the parties	Unclear or unfair instructions for any disputes	No mention of any disputes
Submitted contacts	Confirmation the team will be submitting the contacts to the UCI (where relevant) and that the rider has the right to view the version the UCI hold		If the team is to be UCI registered no mention of submitting contracts
Insurance	Clear indication of what insurance is provided (and in the case of WWT contracts that this matches the minimum requirements) including both personal insurance, public liabilities and equipment	Clear for some areas and other insurance not mentioned	No mention of Insurance and none provided. This may be acceptable to the rider as they can take out their own but this needs to be flagged here

Disclaimer

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The Cyclists' Alliance is a association established in the Netherlands. The information contained herein is strictly confidential and intended solely for the use of the intended recipient. This information is compiled purely as an overview of the subject matter and is not an exhaustive treatment thereof, and it does not substitute legal advice. All information is considered to be accurate at the time of writing, provided 'as is' with no express or implied representations or warranties – including, without limitation in relation to fitness for purpose, accuracy or completeness of contents. If you are in any doubt or have any questions about your contract or these FAQs, please contact the TCA who will be able to connect you with additional legal advice.

An initial review of your contract was conducted by **[INSERT NAME]**. If you would like further assistance with negotiations or commercial advice around your contract then please contact the TCA who will connect you with our carefully selected agents, who will be able to offer their assistance at preferential rates. If you have a concern with or dispute arising from your contract please contact the TCA at info@cyclistsalliance.org