

DECISION OF THE APPEALS COMMITTEE* RELATING TO THE DECISION OF THE PLAYER STATUS COMMITTEE IN RESPECT OF ITS DISPUTE WITH COACH SAMUEL BOADU.

DATE: 2ND JULY, 2021.

Per a Contract dated 3rd December, 2020 and made between Medeama Sporting Club Limited and Coach Samuel Boadu, Coach Samuel Boadu's contract with the club was extended for two years. The Coach had previously been engaged per a contract dated 9th January, 2018 for a period of three years.

Clause 7 of the 2020 contract provides as follows;

"This agreement may be terminated by either party on thirty days written notice to the other or in lieu of the notice pay a one month salary. If the Head Coach so terminates the agreement in accordance with the provisions of this agreement, the Head Coach shall have the right to terminate this agreement upon giving 3 months' notice in writing to the club or in lieu pay three months of his salary, refund the entire enticement fees and re-location package paid to him and a compensation equal to three times the enticement fees paid him. That shall not be the exclusive remedy of the club"

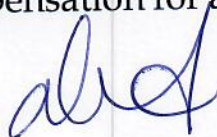
Clause 3.3 of the 2020 Contract further provided that;

"There will be no Enticement and Re-location package after it has been fully exhausted in the first employment contract"

In a letter from Coach Samuel Boadu to Medeama SC dated 24th February, 2021, the Coach resigned from the club "with immediate effect".

This mode of resignation by notice is not provided for in the Contract between the parties.

Medeama SC dissatisfied with the resignation, petitioned the Player Status Committee seeking compensation for a total sum of GH¢212,500.00



and damages of GH¢100,000.00. This sum had been calculated by the club using the outstanding period under the Contract between the parties. The relationship between the parties is regulated by the Contract entered into by them. Our review of the Contract did not find any basis for the huge sums being claimed by the club.

In our view, the Player Status Committee was right in enforcing the termination clause provided for in the Contract between the parties even through there is no mutuality in the provision that requires the Coach to pay three months pay in lieu of notice. The Coach has not complained about the said clause and therefore we shall not consider same in our decision.

The facts presented to the Player Status Committee shows that the club was paying the Coach GH¢10,000.00 a month and therefore the contractual penalty sum payable is GH¢30,000.00 as awarded by the Player Status Committee. No refund of enticement fee or relocation package is applicable because none was paid. We shall accordingly dismiss the appeal and award costs of GH¢ 2,000.00 against Medeama SC.

AGBESI K. DZAKPASU
CHAIRMAN


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EVA OKYERE

DAVID ASUMDA

MABEL AKU BANNESSEH

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