

PE1319/GG

William Gibbons Letter of 26 March 2012

To Whom It May Concern

This is a short version of my experience when dealing with a senior club when trying to get my son released.

It all started when my son informed me in May 09 he wasn't enjoying his football, before the end of 08/09 season, and didn't want to go back the following year. I contacted SFA registrations at Hampden to find out if I needed to do anything or if his **contract** would expire. I was informed that if he was offered **another contract**, before June 30th, he would only be able to play recreational football unless a Professional Youth Initiative club "**PAID**" a compensatory payment. That was the **first time we had heard of "COMPENSATION"** We decided to finish the season and wait until we came back from holiday to see if the offer was there. The letter was waiting for us on our return.

I asked him if he was sure that he didn't want to go back before I wrote to Hamilton thanking them for his experience but turning down their offer. **As he had fulfilled his contract**, same time as Bobo Balde, **I thought he could sign for anyone he wanted same as the professionals.** As he had been there for 3 year I tried to get his release done amicably and without any hassle. This was where I was naive enough to think it was children's welfare we were dealing with. That was where our troubles started.

My son was prepared to go back to recreational football but was contacted by a couple of professional youth clubs therefore I contacted the SFA again asking for guidance and what I should have been told at the outset when signing the **professional youth contract**. I was informed that "**The registration form states that parents prior to signing the form should have received and read a copy of the relevant rules and procedures of the Youth Initiative Programme**" When he signed he was given a copy of **the contract but nothing else**. They stated in further correspondence that he should have been given guidance notes and a copy of the "offer of terms" for the **contract**. **We were not given any additional info by Hamilton nor were we informed that he could be held onto until they received what in my eyes was a "transfer fee" for a child? Basically, he was still under contract to Hamilton!**

My son started the under-15 season (2009/10) playing as a trialist for recreational and professional youth. He played the 3 trial games allowed and trained with the PY clubs but when they contacted Hamilton they were asked for compensation. I contacted Hamilton asking them if they would defer payments to find out if his development continued to the extent that he was offered a professional contract at which time the compensation would be paid. I was told that wasn't acceptable. I asked the SFA the same thing but their hands were tied and said it was up to the clubs to agree. I thought this was a perfectly reasonable request as there is a paper trail, through the SFA, therefore why can't they wait to see if a child fully develops sufficiently enough to be offered a professional contract.

I could not believe they were using children for financial gain, in my opinion. THIS WAS AND STILL IS, IN MY OPINION, A TRANSFER FEE FOR CHILDREN.

After this I felt we were left no other option but to challenge this decision in court therefore contacted a solicitor who was prepared to take this forward. He wrote to Hamilton, on my sons behalf, in August after I received correspondence from them stating that they were not "waiving (their) rights to the predetermined levels of compensation".

I still regret that it took such drastic action in order to get my son free to play his football with a smile on his face and at a place he could enjoy. But I would do it again if I was put in this situation again.

It was only by starting the legal action that this moved forward and was only resolved by Hamilton, who released my son with no compensation, after they were informed that we had applied for a court date.

Lastly if there is any further information / questions you require I would be willing to supply this either in person or by letter.

Thanks

William Gibbons