

## CONTRACTS FOR SPORTS SERVICES

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### Abstract

*This paper investigates the relationship between professional—or simply remunerated—athletes and their respective clubs or sports organizations, as well as every aspect of their employment and relevant agreements. Lex Sportiva divides athletes into three categories: amateurs, professionals and remunerated athletes. The legal distinction between amateur and professional athletes, especially as far as it concerns the protection of their rights and personality, is strongly questionable in regard to its constitutional lawfulness. This distinction should mean the differences between professionals and amateurs in the provision of sports services; amateur athletes have to constitute services offered to a club with no remuneration and are excluded from the scope of employment agreements. What's more, there is no any special legal definition for the term "amateur athlete": it simply refers to those athletes who are not remunerated and who also do not play professionally. Financial rewards or other means of support given by sports clubs, associations or federations to amateur athletes, in the context of their sports activity, do not constitute any form of remuneration and therefore, those athletes are not considered to be remunerated or professional ones according to Sports Law.*

### Keywords

*Sports services, Amateur athletes, professional athletes, agreement, contract, player, contractual obligations, employment disputes.*

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## I. INTRODUCTION

Sports activity is considered to be a practice of an Olympic or non-Olympic sport with the objective of performing physically in sports games.<sup>1</sup> In this context, sports activity should refer to an activity that is practiced by people with a special sports status, namely athletes. Clubs, which organize sports activity and possess the will to obtain special sports recognition,<sup>2</sup> adjust their statute provisions in order to comply with ones of the domestic sports federation statutes.

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<sup>1</sup> D Panagiotopoulos, *Amateur and Professional status of athletes and their participation to the Olympic Games* (N Klamaris ed, Sakkoulas 2005)

<sup>2</sup> Article 8 of Law 2725/1999, Sports Code, s 8 (2005).

The Sports Federation is the main organisation that unites sports clubs.<sup>3</sup> It exists in every country,<sup>4</sup> as long as it has been granted the Special Recognition Award by a competent minister.<sup>5</sup> The Sports Federation is proficient in the sports that it manages and it has to exercise its authority according to the regulations of the relevant International Sports Federation and the International Olympic Committee (IOC).

## II. SPORTS CATEGORIES

A sport should be defined as a specific technical and physical action, aimed at the achievement of the maximum physical performance and ultimate excellence, namely victory.<sup>6</sup> There are certain technical and legal rules that define a competition on a domestic and international level. These rules determine some technical aspects of sports, including the way games are taking place and the relationships between athletes, clubs and coaches.<sup>7</sup> *Lex Sportiva*, which is a set of special legal rules, divides Sports into two categories: (1) individual sports and (2) team sports.<sup>8</sup> A team sport is one in which the participation and the successful effort of several athletes, working as a team, is required so as to achieve a goal, namely victory. Even in individual sports, there can be a team competition, as long as it is included in part of that particular sport<sup>9</sup>.

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<sup>3</sup> *ibid.*

<sup>4</sup> *ibid.* It also cooperates with the public authorities, the sports organizations and the commercial companies, European Commission, Directorate – General X, Sport, Brussels, 22 April 1999, Version 2, First European Conference on Sport. Olympia, 21 May 1999, “The European Model of sport”, (Discussion paper for the Working group) 2.

<sup>5</sup> Law 2725/99, s 28 (1).

<sup>6</sup> JAR Nafziger, ‘Transnational Law of Sports’ (Edward Elgar 2013).

<sup>7</sup> Sports Code 2005, ss 27, 31, 33.

<sup>8</sup> Q Wang, ‘Legal relations of parties involved in professional sports’ (2013), vol I *Lex Sportiva Journal*.

<sup>9</sup> Law 2725/1999, s 34 (14 y).

According to the case-law, an athlete is a person who develops a “physical” sport effort and achieves specific performances.<sup>10</sup> This definition does not include athletes who are not practicing “physical” sports.<sup>11</sup> In order to exercise their rights, athletes are entitled to obtain an *Athlete’s card* and must be responsible for their acts or omissions.<sup>12</sup> In this way, according to the law, they obtain and maintain the sports status, which results from the authorization to participate in club sports and the sports life. The athletes, according to what is mentioned above, are divided into three categories:

- a. Amateur athletes.
- b. Remunerated athletes who have settled on an employment agreement with a sports club that has a Department of Remunerated Athletes
- c. Professional athletes who have settled on an employment agreement with a Sports Public Company (SPC).

### **III. SPORTS CAPACITY**

#### **A. Introduction**

The sports status for all categories of athletes mentioned above is acquired and maintained only if the sports fan capacity has been obtained in compliance with existing legal provisions and if the athlete does not commit misconducts that are contrary to the sporting spirit.<sup>13</sup> Sports law makes a clear distinction between the amateur and professional sports statuses.<sup>14</sup> Moreover, it states that the sports activity of athletes (except the professional ones,<sup>15</sup> who participate in sports activities for a fee) does not constitute a professional activity practice.<sup>16</sup>

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<sup>10</sup> Laws 1351/83, 1877/88 and 2009/92.

<sup>11</sup> Air sport, motor sport and mind sport athletes, Law 2725/1999, s 3 (5).

<sup>12</sup> Greek State Council 3190/1986.

<sup>13</sup> Law 2725/1999, ss 130, 132.

<sup>14</sup> Law 2725/1999, ss 33, 85 (1) 2.

<sup>15</sup> *ibid.*

<sup>16</sup> Law 2725/1999, s 33 (2).

Thus, the participation of the athlete throughout the cycle of the physical sports activity is obviously linked, in one way or another, to the provision of sports services in amateur sports and to the employment of an individual by means of an employment agreement, in accordance with those labor law provisions<sup>17</sup> applying that are applicable to professional sports.

As the *Bosman case*<sup>18</sup> shows, it is important to take into consideration the following elements of the sports activity, as a whole:

- a. The definition of both the financial and the professional sports activity, according to the law.<sup>19</sup>
- b. The legal delimitation of free participation in sports activities.<sup>20</sup>

Moreover, in this context, it is necessary to consider the following opinions:

- a. Participation in sports activities carries with it the idea of achieving successful results that is expressed through sports competitions and games development.

That kind of participation automatically establishes the presumption of amateur sportsman status having been acquired by the participating athlete.

- b. Participation in sports activities mainly aims at the individual profit; it therefore constitutes a professional practice of sports<sup>21</sup> or the professional provision of sports services.

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<sup>17</sup> *ibid* s 85.

<sup>18</sup> Court of Justice of the European Communities, Case C-415/93.

<sup>19</sup> Ponkin I.V., Shevchenko O.A., Ponkina A.I. Vliyanie transfernoy sistemy na professional'nyy sport // *Teoriya i Praktika Fizicheskoy Kul'tury* 2014. № 6. S.32 (IV Ponkin, OA Shevchenko, AI Ponkina "On correlation of Lex sportiva and Sports law" 10 (2014) 3 *International Sports Law Review* Pandektis 408).

<sup>20</sup> R Davis, 'Olympic Competition: an Opportunity to Participate or a Privilege with Obligations' (1998) *Sports and European Law*, 154.

<sup>21</sup> *ibid* 350.

Therefore, it is worth mentioning that sports services do not just promote the idea of sports, but they should also be considered as:

- a. A form of services proposal, according to the terms of the athlete's card issuance, statute provisions, or specific regulations of the domestic sports federation (for the amateur athletes).<sup>22</sup>
- b. A form of services provision, according to the terms of an employment agreement<sup>23</sup> (for the professional athletes).

### **B. Sports Capacity as a Legal Fiction**

Sports capacity and sports fan status, which are awarded to athletes and other people involved in the sports sector, are incompatible with any other kind of involvement in sports activities, for purely financial reasons.<sup>24</sup> An exception applies to doctors, coaches, and referees, who can provide fee-paying services, as they contribute to the sports activity, as long as they comply with the sports fan capacity principles.<sup>25</sup> Another exception applies to professional and remunerated athletes, who, despite taking part in sports activity for a financial profit, maintain their athlete's status, considering that status as the main prerequisite for their participation in sports competitions.

According to the law, those athletes possess sports capacity, which constitutes a legal fiction. Consequently, there is a special regulation, which determines the fields and conditions of sports activity for professional and remunerated athletes. According to the agreement between the domestic sports federation, domestic professional clubs, and the athletes' union, there is a special regulation,<sup>26</sup> which determines the relationship between remunerated or professional athletes and sports clubs or sports public companies. More precisely, that agreement determines "*the terms and*

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<sup>22</sup> S Karalis, 'The obligation of the athlete to stay to his/her club and the compatibility with the community law' (1998) *Sports and European Law* 162.

<sup>23</sup> MJ Meirim, 'Clubes e sociedades desportivas, *Livro horizonte*' (1995) *Lisboa* 55.

<sup>24</sup> Royal Decree 26-9-1955, s 122.

<sup>25</sup> Law 2725/1999, s 130.

<sup>26</sup> Sports Code, s 87 (4).

*conditions of acquisition of the remunerated or professional athlete's status".<sup>27</sup>*

There is also a special regulation that defines the different categories to which those athletes belong, the number of those athletes that each sports public company or remunerated athlete's department (AAE / TAA in Greek) can have, the terms of registration, transfer or release of an athlete, competent bodies, and other related issues.<sup>28</sup>

A professional athlete, providing fee-paying services, acquires a sports capacity, which constitutes a legal fiction. In this case, a sports activity takes place not in order to promote sports and the idea of sports, but mainly to gain a financial profit.

### **C. Sports Capacity Attributed by Right**

In amateur sports, the athletes, according to both the law and the case-law, are free to choose their sports club that, in turn, will lead to the issuance of the athlete's card and to his or her registration as a member of the club.<sup>29</sup> Then, the athlete, whose intention is to pursue his or her physical development, shall be able to participate in sports games and competitions.

In this case, the amateur athletes are entitled to acquire the sport capacity, which is attributed to them by right, as he or she does not provide fee-paying sports services. Rather, the athlete *offers*<sup>30</sup> such services without receiving any remuneration for participating in sports activities, to simply promote the idea of sports without attaining financial goals or other material benefits.

The issuance of an athlete's card should be regarded as a conclusive agreement on the provision of non-remunerated sports services to the

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<sup>27</sup> A Tampakis, 'Claims arising from employment agreements of professional athletes' (2005) vol 112 Enterprise and Company law 219, I Anagnostopoulos, 'Athlete agreements in Greece' (1999) Sports Law in 21st century' 353; P Dedes, 'Unilateral sport agreements' (1999) Sports Law 367

<sup>28</sup> Dedes (n 27).

<sup>29</sup> A year after his/her participation in the sports game, he/she can be registered also as a member of the club, according to the terms and provisions of its statutes; D Panagiotopoulos (n 1) 257.

<sup>30</sup> IM Apostolakis, *Justice in Mycenaean period*. Doctoral thesis (Sakkoulas 1990).

sport club with which the athlete is registered. That agreement is a bilateral onerous agreement resulting from the acceptance of contractual obligations by an athlete. By virtue of the agreement, an athlete has an obligation to execute his or her training program, to develop his or her body through physical efforts, and to take part in the competitions<sup>31</sup> that the club participates in. Apart from that, an athlete, participating in competitions, assumes all potential risks involved, as long as participation occurs in a manner that complies with the legal, technical, and sports rules that apply for each specific sports activity.<sup>32</sup> For any injury or physical harm that may occur outside of the context previously mentioned, the athlete is entitled to compensation and a full recovery. The athlete has a right, according to the civil litigation procedure, to request damages for any harm caused.

The club is obliged to provide the necessary technical infrastructure for any training needs. It should also cover the expenses for training and participation of its athletes in games, as well as their transportation and other relative expenses. A club is also responsible for the athlete's full recovery from any harm that has been caused during training or competitions.<sup>33</sup>

Apart from satisfying its own interests, a sports club has to protect the interests of its members. Every kind of sport should be monitored by the State in order to protect public interest,<sup>34</sup> which is served by the participation of national teams and constituted by domestic sports federations through the participation of domestic athletes in international games and events, on the basis of the criteria established by the domestic federations.<sup>35</sup> The participation of an athlete in those games or events is mandatory and any unjustified refusal should be punished in accordance with the relevant federation's regulatory standards.<sup>36</sup>

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<sup>31</sup> Greek State Council 1738/1986.

<sup>32</sup> Greek State Council 1738/1986.

<sup>33</sup> K Vieweg, A Krause, *Sports Law In Germany* (2013).

<sup>34</sup> IV Ponkin, AI Ponkina, 'Limits of State Intervention and Non-Intervention in the Sports Field' (2014) vol 1 Kutafin university law review 93.

<sup>35</sup> D. P. Sports Code, I 280.

<sup>36</sup> Law 2725/1999, ss 33 (5), 27.



## **IV. THE PROVISION OF SPORTS SERVICES**

### **A. Introduction**

Sports activities are not professional activities they involve remunerated athletes of RAD (Remunerated Athletes Departments) and professional athletes of SPC (Sports Public Companies). The relevant domestic federation's statutes and regulations determine the relations between athletes and sports clubs.<sup>37</sup>

The participation of an athlete in sports competitions that are not approved by the domestic sports federation is prohibited,<sup>38</sup> while the provision of services to the national team is a mandatory obligation for the athlete;<sup>39</sup> the refusal of participation in the national team is considered to be a disciplinary offence, namely misconduct.<sup>40</sup> According to the special provisions of the domestic federation, athlete who, with no valid justification, refuses to provide his or her services to the national team is sanctioned by means of his or her exclusion from the national team games, as well as the domestic championship and cup games. The athlete in question is also deprived of any kind of support received by the relevant federation.<sup>41</sup> What's more, an athlete who has refused to provide services to the national team cannot receive any kind of support given by the State.<sup>42</sup> The same applies for athletes who have violated the domestic legislation and the regulations of the IOC on Doping.<sup>43</sup>

Amateur athletes participate in championships under a private agreement between the organizing authority and the participating clubs, in accordance with the current regulations. This agreement regulates all relations between parties, including a championship's conduct, potential dispute resolutions, etc.

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<sup>37</sup> Law 2725/1999, s 33 (2).

<sup>38</sup> Sports Code.

<sup>39</sup> Sports Code, s 33(5).

<sup>40</sup> Supreme Council for the Resolution of Sports Disputes 44/2002.

<sup>41</sup> Supreme Council for the Resolution of Sports Disputes 67/17.4.2000, s 27.

<sup>42</sup> *ibid.*

<sup>43</sup> *ibid.*

## **B. Latent Agreement for Amateur Athlete Remuneration**

Financial rewards or other support for athletes, given to them by their sports clubs, associations, or federations in order to develop their sports activities, should not be considered as a form of financial remuneration for athletes. Clubs must provide athletes with the support necessary for their physical development, training, and participation in competitions.<sup>44</sup> It's worth mentioning that according to a case-law, the provision of regular support for the training needs of athletes—such as covering their transportation costs, for example—can serve as grounds for a claim of foregone earnings, while financial support presented in the form of success bonuses is not considered to constitute a form of remuneration.<sup>45</sup>

At the same time, the reality is that even amateur athletes can sign an agreement with their clubs for a compensation that ultimately does not cover transportation and other expenses. They often receive it in the form of a regular monthly payment, like a salary. In cases of non-payment, a penalty amount should apply. Furthermore, in order to guarantee a regularity of payments, a club can provide an athlete with some financial guaranty,<sup>46</sup> which should be refundable in case of a discharge of payment obligations by a club. This type of situation can apply to athletes who constantly practice with the club in accordance with the rigorous schedule established by relevant sports associations, in addition to having no other concurrent occupations.

It is worth mentioning that in case if a dispute occurs as a result of the agreement mentioned above, the courts are bound to rule any legal hearings

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<sup>44</sup> see more Shevchenko O.A. *Priroda i osobennosti sportivno-trudovogo dogovora v professional'nom sporte // Zakony Rossii: opyt, analiz, praktika.* 2014. №3 (OA Shevchenko, 'Nature and features sports employment contract in professional sports' (2013) vol I:2 e–Lex Sportiva Journal).

<sup>45</sup> Greek High Court 921/1998.

<sup>46</sup> Athens Peace Court 475/2004, where the action of a volleyball player of the league A1 versus her club was taken, according to which the club was obliged to pay to the athlete the amounts due for her remuneration as a “volleyball player” (2006) vol 5 Lex Sportiva 75.

on the matter in accordance with a special procedure that is applicable to employment disputes.<sup>47</sup> The case-law assents that due to the nature of the agreement, it falls under the definition of an employment agreement, regardless of the athlete's gender or the sport that he or she practices.<sup>48</sup> Of course, those athletes should be held liable for any moral and disciplinary misconduct.

What's more, European law provisions on professional athletes, following the Bosman court decision, also admit to financial relations between amateur athletes and their clubs.<sup>49</sup> According to these provisions, the terms concerning the relations between athletes are studied in the framework of the agreement that they have drafted with their clubs. In addition, these terms have to be in compliance with the law (even if they are not professionals), as long as an underlying financial relation is established.<sup>50</sup> European Law shall apply to athletes who have European Union (E.U.) member-state origins and to those living in a Eurozone state that is intending to become a member-state.

Both individual and team-sport athletes can enter into sponsoring agreements and agreements for products or services promotion with individuals or legal entities. Those agreements shall be valid only if they are not contrary to the technical rules of each sport, the regulations of the domestic sports federation, or the regulations of the International Olympic Committee (IOC); they also require the approval of the domestic sports federation.<sup>51</sup>

As a result, amateur athletes provide sports services under very difficult conditions and can be transferred only after a prior sports club approval, in cases when there are serious grounds for a transfer.<sup>52</sup>

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<sup>47</sup> Code of Civil Procedure, s 663-672; Athens Peace Court 475/2004.

<sup>48</sup> Athens One-Member Court of First Instance 1298/2005 // Labor Law Bulletin 61 1343.

<sup>49</sup> D Panagiotopoulos, N Minis, D Makri, 'Sports and Competition in Europe' (1997) *Lex Sportiva* 243.

<sup>50</sup> European Court of Justice decision of 13.4.2000 in the case C-176/1996, on an interpretation of Article 39 (former article 48 European Community Treaty).

<sup>51</sup> *ibid*, The federation is obliged to submit them to the competent tax authority.

<sup>52</sup> *ibid* s 33 (3), s 27 which provides for a specific regulation.

### C. Amateur Athletes' Rights

The expression of an athlete's free will is a fundamental right; it is the cornerstone of his or her freedoms, which keep the athlete from becoming hostage to club managers, while preventing them from being a victim of their own interests. Increasing competitiveness between sports clubs limits athletes' freedom and makes it more difficult to progress in accordance with their personal abilities. For underage athletes, "self-determination" should mean their right to approve decisions made for their development.

An athlete's personality is, first of all, protected by the Constitution, as long as other people's rights and competition morals are not violated.<sup>53</sup> Relations between athletes and sports clubs are to be regulated by the statutes of relevant domestic sports federation.<sup>54</sup> Any restrictions must necessarily be in absolute favor of Sports.

Every athlete deserves to progress and develop his or her personal skills without being obstructed; this progress needs to take place in accordance with the law and the athlete's physical safety, while operating within specific moral limitations.<sup>55</sup> What's more, the Constitution allows for the restriction of any athlete's personal development only in cases when it is necessary for the public interest protection, as long as any such restrictions are not excessive.

It is worth mentioning that it's very important for the athlete—especially for the underage one—to make the distinction between his or her own rights and those of the sport club. None of the athletes should be in a situation in which he or she has to unwillingly increase time for trainings, following a decision of the club management.

High-performance amateur athletes who are focused on arduous training and constant participation in sports competitions for the purpose of serving the interests of their sports clubs or the public should receive the

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<sup>53</sup> D Panagiotopoulos, *Legal Aspects and Protection of Fair Play* (Olympia 1997).

<sup>54</sup> Law 2725/1999, s 33 (2).

<sup>55</sup> These opportunities are included also in the articles of the European Sport Charter, which was signed during the 7th Conference of the Ministers responsible for sport matters within the European Union, in Rhodes (14 and 15-5-1992).

same legal protection as all other service providers if they participate in national teams.

## V. ATHLETES' AGREEMENTS/CONTRACTS

### A. Nature of the Agreement

Athletes' agreements are, on the one hand, the subject of labor law provisions and, on the other hand, that of applicable sports law provisions.<sup>56</sup> There are also special governmental norms that apply to each specific sport; these norms particularly deal with the relations between professional or remunerated athletes and their clubs or sports public companies, in addition to dealing with every aspect of the employment and relevant agreements.<sup>57</sup>

### B. Professional Athletes

The development of professional sports has created certain social and financial effects that are linked to the legal regulation of sports.<sup>58</sup> Athletes carry out their professional activities by signing contracts or agreements with clubs or sports companies, usually aiming to get remuneration. It is always important to examine the regulation of work provided by the athlete, as well as that of financial relations between the athlete and the respective club or relevant company.

It is important to understand the difference between "Remunerated athlete" and "Professional athlete". A remunerated athlete can draft an agreement with a sport club<sup>59</sup> that has a "Remunerated Athletes Department"

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<sup>56</sup> Law 2725/1999, s 85 (4).

<sup>57</sup> see more RH McLaren, *Governance in Sports Governing Bodies* (D Panagiotopoulos, W Xioping eds, Hellenic Center of Research on Sports Law 2013)

<sup>58</sup> D Panagiotopoulos, *Sports Law Theory* (Sakkoulas 1990).

<sup>59</sup> In case of amateur athlete transfer for the reason of studies, to a club registered in a TAA (Department of Remunerated Athletes), the athlete doesn't acquire the professional athlete status automatically and after the end of his/her studies, he/she has to return to his/her team. // Supreme Council for the Resolution of Sports Disputes) 131/2000.

(RAD),<sup>60</sup> while a professional athlete signs an agreement for the provision of sports services with a sports public company (SPC). The contract for the provision of sports services, according to sports law, is an employment agreement.<sup>61</sup> Underage athletes enjoy a special status as trainee athletes,<sup>62</sup> who, in case of their release by means of a club decision, “*are free to register as professionals or remunerated athletes under the same conditions which, according to the applicable provisions, are necessary for the acquisition of the professional, remunerated or amateur athlete of a sports club capacity.*”<sup>63</sup> Previously, underage athletes were banned to sign an employment agreement. The remunerated athlete agreement is governed by both Labour Law and Sports Law.

It is worth mentioning that on the grounds of the Bosman case decision, European Law provisions (concerning professional athletes) have been directly incorporated in the national sports and labour law provisions. Those European Law provisions, as mentioned above, also apply to the relationship between amateur athletes and sports clubs, particularly in case of dealing with issues related to the existence of a financial agreement.

### **C. Provision of Sports Services**

The first systematic legal regulation effort in the professional sports field dealt exclusively with professional football (soccer), by means of Law 879/1979. Provisions of Law 958/1991 have also become very important, stating that sport professionalism, particularly in football (soccer), is a must.

Every athlete is obliged to provide sports services to his or her club, unless health reasons or force majeure prevent them from doing that. An

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<sup>60</sup> The remunerated athlete, for his/her remuneration due, can only act against his/her sports club, but not against the TAA (Department of Remunerated Athletes). Greek High Court 626/2003 (2007) 6 Lex Sportiva.

<sup>61</sup> Sports Code, s 85 (1).

<sup>62</sup> New legal framework established by the provisions of Article 26 of Law 3479/2006 in which Article 90B was added in Law 2725/99, inset Sports Code I 15.

<sup>63</sup> Law 2725/1999, s 90B, Law 3479/2006, s 26, Sports Law 2005 15.

athlete who, in an unjustified way, refuses to provide services to the national team, is sanctioned by being eliminated from official games.<sup>64</sup>

The law does not explicitly indicate that professional athletes must participate exclusively in team sports (such as football, basketball, volleyball, etc.). However, that tendency has often been the observed resulting in the emergence of many opportunities for amateur athletes to participate in individual sports.

## VI. CONCLUSION

In order for a court to qualify a contract as being an employment contract, it is crucial to identify the existence of all relational characteristics between an employee and an employer, regardless of any legal description or qualification about the relations that may have been given by both parties in their agreement. According to the case-law, even in a relation between a club and amateur athletes, if the club *“makes use—as an employer and in a professional manner— of the remunerated services of volleyball players, belonging to its team, the related agreement is an employment one; therefore, all provisions of a labor law should be applied in this case”*<sup>65</sup>.

It is very important to understand the difference between the “remunerated athlete” and the “professional athlete,” according to *Lex Sportiva* terminology. The development of professional sports has led to social and financial effects that are linked to the legal regulation of sports.

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<sup>64</sup> see more Ponkin I.V. Obzor opredeleniy ponyatiya “sport” v zarubezhnom zakonodatel’stve // Pervyy ezhegodnyy mezhdunarodnyy forum po sportivnomu pravu: sb.mater. (RUDN). 2013. S. 146-158 (IV Ponkin, ‘On Definition of the Concept “Sport” (2013) vol I:2 e–Lex Sportiva Journal (ISSN 2241-7079)).

<sup>65</sup> Athens Court of Appeals 5151/2006, Labor law Bulletin 62/2006.

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