

Personal Consideration in Professional Football Contracts

Balqees Mohamed Jumah ALSawayah ALnuaimi, Nurazmallail Bin Marni

Academy of Islamic Civilization, Faculty of Social and Islamic Sciences, Universiti Teknologi Malaysia, Malaysia

Email: mohamedjumah@graduate.utm.my, nurazmal@utm.my

DOI Link: <http://dx.doi.org/10.6007/IJARBSS/v16-i2/27642>

Published Date: 16 February 2026

Abstract

This study examines contracts based on personal consideration, in which the personality of the contractor or a specific personal attribute constitutes a fundamental element in contract formation and a decisive motive for contracting. Such contracts are established primarily on trust, personal conviction, and reliance on the individual qualities of the contractor. With the United Arab Emirates emerging as a prominent sports hub in the Middle East, particularly through the growing professionalism of football and the attraction of local and international players, understanding the role of personal consideration in professional sports contracts has become increasingly important. The research aims to clarify the concept of personal consideration as a general principle in contract formation and to analyze its specific effects on sports contracts, especially in relation to the selection of contractors and the execution of contractual obligations. The significance of this study lies in the limited legislative and jurisprudential attention given to personal consideration, despite its substantial impact on professional sports contracts and their stability. Adopting a descriptive approach supported by analytical analysis, the study is structured around two main themes: the concept of personal consideration in contracting, and its effects on the contractual process. The study concludes that contracts founded on personal consideration are inherently fragile, as they are directly affected by factors such as the death of the contractor, changes in legal capacity, or bankruptcy. Moreover, such contracts impose an obligation of personal performance, reinforcing the central role of the contractor's identity in maintaining the validity and continuity of the contractual relationship.

Keywords: Personal Consideration, Professional Contracts, Sports Professionalism, Mutual Trust.

Introduction

Today, sport has evolved into a major social and economic sector with substantial regulatory implications. The scale of public engagement in competitions has expanded the scope of associated legal relations, particularly professional sports contracts. Contemporary stadiums

are no longer mere venues of athletic performance, but investment environments in which contractual arrangements exceed the traditional paradigm of employment. This development is especially evident in the transfer of elite players, whose contractual value encompasses not only athletic performance but also name, image, and commercial exploitation rights. As a result, sport has become a structured professional activity that necessitates a refined legal analysis of the contractual relationships linking players, clubs, sponsors, and commercial entities within a complex sports economy.

From a legal perspective, professionalism denotes the regular and continuous pursuit of an activity as a primary source of income. This status is not presumed but must be established in accordance with objective criteria derived from professional practice. Although sporting activity is historically longstanding, the emergence of modern professional contracts has generated regulatory challenges requiring legislative intervention, particularly to ensure athlete protection against occupational risks. The UAE legislator has responded by regulating obligations relating to insurance, compensation, and player safety under the Federal Sports Law of 2023. Clubs are accordingly required to provide adequate insurance coverage and safeguards to ensure a secure professional environment.

Consent remains the cornerstone of contractual formation. Under Articles 125, 129, and 130 of Federal Law No. 5 of 1985, the UAE Civil Transactions Law, a valid contract presupposes a free and informed will expressed by legally competent parties. Within this framework, the doctrine of personal consideration, *Intuitu Personae*, acquires particular relevance. Certain contracts are concluded in reliance upon the specific identity, attributes, or professional qualities of a party, such that the absence of those attributes undermines the very existence of the contractual bond. Agency and partnership contracts represent classical examples in which personality constitutes an essential element of validity.

Article 185 of the UAE Civil Code affirms that contracts founded upon personal consideration may not be assigned without mutual consent. This principle, rooted in classical civil law theory, reflects the structural link between personal identity and contractual validity. In professional sports contracts, personal consideration appears *prima facie* central, given that performance, reputation, and marketability are intrinsically tied to the individual athlete. Moreover, Article 897 provides for rescission in cases of mistake affecting an essential element of the contract, which may include personal attributes when they form the basis of consent.

Notwithstanding these provisions, the doctrinal position of personal consideration in UAE professional sports contracts remains ambiguous. The Civil Code does not clearly determine whether such contracts should be classified primarily as employment contracts governed by labour principles, or as special civil contracts in which personality constitutes an essential juridical element extending beyond mere performance of work. This ambiguity generates uncertainty regarding assignment, termination, compensation assessment, and the legal consequences of mistake or loss of essential personal qualities. In practice, star player agreements are often structured to exploit commercial branding and image rights, yet they are frequently treated, for dispute resolution purposes, as ordinary employment relationships. The absence of a coherent doctrinal framework results in inconsistent qualification and fragmented judicial reasoning.

Accordingly, the central research gap lies in the lack of a precise doctrinal qualification of professional sports contracts under UAE law, and in the uncertainty as to whether personal consideration operates as a subsidiary factual characteristic or as a constitutive legal element affecting validity, execution, and termination.

The unresolved legal question addressed by this paper is therefore the following:

To what extent does personal consideration constitute a legally decisive element in professional sports contracts under UAE law, and how should its recognition affect contractual classification, the permissibility of assignment, the operation of mistake, and the calculation of compensation upon breach?

This study seeks to resolve that question by, first, defining personal consideration and distinguishing it from related concepts; second, identifying its sources, whether arising from the nature of the contract, statutory provisions, or party agreement; third, analysing the effect of mistake in contracts founded upon personal consideration; and fourth, clarifying the impact of personal consideration on the execution, transferability, and termination of professional sports contracts within the contemporary UAE regulatory framework.

Definition of the contract

In Linguistic Terms, the definition of a contract refers to the joining and strengthening of the sides of a thing. It is said: "He tied the two ends of the rope" if he connected one to the other with a knot that holds them, thus perfecting the connection. It is also applied to guarantees and covenants. It is said: "I contracted with him on such-and-such" if I covenanted with him. It also implies obligation; it is said: "The sale was contracted" if it was made obligatory. All these meanings revolve around the sense of binding and tightening (Adel Rashad, 2023).

In jurisprudential terminology, the concept of "contract" is closely linked to its linguistic meaning and is usually referred to in two common ways:

First: A specific definition, meaning that a contract is an agreement between two parties where one offers (Proposal/Offer) and the other agrees (Acceptance), provided that this agreement is consistent with Islamic Sharia and relates to something the two parties own. This type requires two active parties; thus, it does not include matters concluded by the will of one person, such as manumission or divorce.

Second: A more general definition, viewing the contract as any obligation a person binds themselves to, whether there is another party or not. Based on this view, even manumission and divorce are considered types of contracts because the person binds themselves to a matter that produces a legal or Sharia effect (Essam Hazima, 2018). Article (125) of the UAE Civil Transactions Law, in its first chapter, states: "A contract is the connection of an offer issued by one of the contracting parties with the acceptance of the other, and their agreement in a manner that establishes its effect on the subject matter, resulting in the obligation of each of them toward what they owe to the other. More than two wills may coincide to produce a legal effect."

The Concept of Sports Professionalism

Sports law scholars have defined professionalism linguistically and terminologically with many definitions, most of which revolve around a single concept. Some defined it as: "The

consecration" of a person's activity primarily and habitually to perform a specific work that becomes a craft for them to earn a living (Al-Tarawneh, 2019). Others defined it as: "A person practicing a certain profession continuously and repeatedly, such that it can be considered their primary profession from which they earn a living" (Mohieddin, 2011). It appears from these definitions that for a person to be a professional in a certain work, they must habitually perform this work, practice it regularly and continuously, and adopt it as a means of earning their livelihood (Ahmed Mahrez, 1980).

Linguistically, the concept of professionalism means seeking a craft for gain (Khasb). It is said: "The man professionalized" (Ihtarafa), meaning he took a craft for himself. "He professionalized for his family," meaning he earned. "The player professionalized" means he became a professional, i.e., devoted full-time to playing.

Terminologically, professionalism is what a person turns to in terms of actions and makes their habit for the sake of gain; it may also refer to a person who has dazzling competence in a specific activity (Yassin Khalaf, 2022).

Legally, professionalism is defined as: "The practice of sports activities pursuant to a contract, and the administrative work associated with them, to achieve a financial return as a basic and professional work for the person performing it" (Sports Law No. 4, 2023). The Executive Regulations of Sports Law No. 46, 2024, in the UAE defined the professional sports contract as: "A contract that regulates the professional relationship between the player or coach and any of the associations, clubs, companies, or sports institutions according to the relevant local and international rules of sports systems." The professional football player's contract was also directly defined in the definitions article of the Regulations on the Status and Transfer of Players issued by the UAE Football Association (2025/2026) where the first contract is defined as: "The professional contract concluded between the club and the player who has reached 18 years of age." Article 8 defined the professional player as: "One who is bound by a written contract with a club for a financial consideration more than the expenses actually incurred by the player as a result of practicing the game of football; otherwise, he is considered an amateur." Article 22, paragraph 2, of the same regulations stated that player contracts in professional deals are: (A fixed-term contract by day, month, and year, including the rights and duties between the club and the player, signed by its parties on all its pages).

The Difference between Professionalism, Transfer, and Loan

Professionalism means that the player adopts football as a primary profession practiced regularly for a fixed wage under a written contract. As Article 8 of the UAE Status and Transfer Regulations stated, a professional player is: "One bound by a written contract with a club for financial consideration exceeding the expenses actually incurred by the player as a result of participating in the game of football; otherwise, he is considered an amateur."

Transfer is a procedure subsequent to the existence of professionalism; it only occurs after the expiration of the contract or through a tripartite agreement during its validity and within the periods specified for transfers, as established by Article 33 of the same regulations. During all these stages, the professional player is subject to the new Sports Law No. 4 of 2023 and the regulations of national and international sports associations, making any contractual dispute subject to this entire regulatory system when presented to arbitration bodies (Khalifa Al-Shaali, 2005; Court of Arbitration for Sport, 2018).

Loan refers to the contract in which a player is transferred from one club to another without the new club owning the player's services. The loan occurs during the validity of the player's contract with their original club, and the loan period is part of it; it is a time-bound contract. Article (34) of the Status and Transfer Regulations 2025/2026 stated that loans are subject to player transfer rules and training compensation provisions. It also detailed the conditions for player loans and authorized loan periods in the state and their method: Clubs within the state may not loan amateur players among themselves. As for professional players, they may be loaned under a loan agreement specifying the loan duration and resulting financial obligations, and it must be signed by the three parties: the lending club, the borrowing club, and the player.

The Special Nature of Football Professional Contracts

UAE law characterizes the professional football player's contract as one regulating the professional relationship between the player or coach and sports entities. In its essence, it is a fixed-term employment contract containing the elements of work, wage, and subordination according to Article 897 of the Civil Transactions Law: (A contract whereby one party undertakes to perform work for the benefit of the other under their supervision or management, in return for a wage pledged by the other party). The player provides physical and technical work, receives an agreed-upon wage in return, and is subject to the supervision of the club and the technical and administrative staff. The Football Association confirmed this characterization in Article 41 of its Statutes, stating: "A Dispute Resolution Chamber shall be established in accordance with the principles of the FIFA Dispute Resolution Chamber, specializing in all internal national disputes between clubs and players arising from employment contracts...", which subjects disputes arising from player contracts to the Dispute Resolution Chamber as employment contracts, thereby establishing the legal nature of the professional contract as a requirement of the professional relationship between the player and the club.

However, the researcher believes it is an employment contract of a special nature. This specificity is due to several factors: the player differs greatly from the worker in terms of social status or economic position, and the oversight imposed on the player and their subordination to the administrative and technical staff is greater and more intense than the worker's subordination to the employer.

Although the professional contract is considered an employment contract by characterization, it differs in that its duration is always fixed, due to the connection of the player's obligation to temporary physical abilities. This makes the professional contract a fixed and limited-term employment contract according to jurisprudence (Manmani and Barakat, 2019). The professional sports relationship is also distinguished as a legal relationship that arises only through a written contract ratified by the sports entity, unlike the labor relationship which may be proven by various material methods. UAE regulations confirmed this character, as Article (22/2) of the Status and Transfer Regulations stated that the professional player's contract is "a fixed-term contract by day, month, and year containing the rights and duties between the club and the player, signed by its parties on its pages," and that the temporary nature of the player's physical abilities is the basis for determining the contract duration. From here, the main problem of this study emerges:

What is meant by personal consideration in professional contracts? What is the standing of this consideration as an element of the contract? To what extent can it affect the contractual relationship that may arise between the parties?

What is the impact of personal consideration on the balance between the rights and duties of the player and the club in professional football contracts in the UAE, in light of local and international legal systems?

This study adopted the descriptive methodology to present the theoretical background, supported by the analytical methodology to reach more accurate results. Accordingly, the research was divided into two points: the first to clarify the concept of personal consideration in contracting, and the second to examine its effects on the contractual process.

The Concept of Personal Consideration in Contracting

The idea of personal consideration in contracting can be addressed by clarifying its general meaning, then explaining the foundations relied upon to determine when the contractor's person has a fundamental role in the contract. This clarifies the framework in which this consideration is realized in terms of the parties to the contractual relationship, leading to highlighting its link to the principle of freedom of contract and its limits (Bouchnaq, 2022).

Definition of Personal Consideration

The UAE legislator did not set an explicit definition for personal consideration in contracts, necessitating a general study of this concept and its application specifically to professional football player contracts. The professional contract is one based on personal consideration from the side of both the player and the club; the club assesses the value of the contract based on the player's skills and individual abilities, which vary from one player to another. Likewise, the player may prefer to contract with a specific club for professional, financial, or moral reasons. Thus, the personality of each party represents an essential element in concluding the professional contract.

Personal consideration means that the contractor's personality or an essential attribute in them is the primary motive for contracting, whether for psychological, social, or ethical reasons, or due to the existence of special trust between the parties; this may extend to economic or political considerations. The prevailing view is that personal consideration is realized whenever the contractor's self or one of their attributes is an essential element in achieving the contract's purpose—as seen in Al-Nassr Saudi Club's contract with Cristiano Ronaldo for his personal and marketing attributes despite the presence of players with similar skills. Thus, personal consideration is linked to the inducing motive of the contract; if the contract is based on the contractor's personality or attributes, the contract is "considerational" (*Intuitu Personae*); if not, this description is absent (Gardner, 2012).

Personal Contracts

Personal contracts are those in which the contractor's personality is of importance, unlike ordinary contracts where the identity of the other party is not considered. The existence of personal consideration is determined according to the nature of the contract, its goal, and the surrounding circumstances, and its assessment is left to the judge in the absence of an explicit text. In this type of contract, mere consent is not enough; rather, it requires that the

acceptance of the contract be linked to the person of the contractor themselves, making their identity an essential element in the formation and continuation of the contract.

The Impact of Personal Consideration on the Validity of the Professional Contract

The element of personal consideration indicates that the consideration of the person with whom the contract was concluded is what determined the consent of the other contracting party or parties. Regarding personal consideration as a main element in contracting can be inferred from the goal that certain contracts seek to achieve, which requires that the principle in those contracts be that the consideration of one of the contracting parties is an inducing motive for the other party's consent meaning the person of the contractor is the subject of consideration in concluding the contract, such that the purpose of the latter is a presumption of its existence (Al-Hafni, 2007).

For the validity of the contract, the general objective pillars of consent, capacity, subject matter, and cause must be present. However, contracts based on personal consideration are not concluded by mere consent; rather, the offeror must specifically accept contracting with the person of the offeree. They may refuse to contract if the attribute subject to consideration is not present, even if an announcement was made to the public, because such an announcement is considered a mere invitation to treat, not a binding offer. The real offer is the will that is subsequently presented by the person the offeror deems suitable, and the contract is only concluded upon the issuance of acceptance from them (Safloy, 2011).

Al-Sanhuri believes that personal consideration is realized when the personality of one of the contractors or their special attributes is the basis for the other party's reliance in concluding the contract, as in employment and agency contracts based on competence or honesty, such that a change in the person leads to the termination of the contract (Al-Sanhuri, 1981). Modern jurisprudence tends to expand this concept to include contracts based on mutual trust, including sports contracts in which the player is contracted based on their individual skills and abilities, making any change in their performance influential on the contract's continuation.

In this context, "Ali Suleiman Al-Khafif" points out in his book *The Theory of Contract* that personal consideration includes circumstances that create mutual trust between the parties and extends to cover contracts requiring special attributes or abilities in one of the contractors. Upon reviewing jurisprudence, it becomes clear that most definitions focus on the contractor's personality being a matter of consideration without precisely defining the content of this concept, raising the question: When is the personality of one of the contractors or one of their attributes considered an essential element observed during the conclusion of the contract?

How Criteria for Contractor Attributes are Determined

The attributes of contractors vary according to individuals and contracts, making it difficult to list them in a unified list, as they may be original or acquired attributes and their effect varies according to the nature of the contract. However, the most important attributes usually considered can be summarized as: legal capacity, financial solvency, good reputation, competence or scientific qualifications, in addition to health capacities and other attributes that necessitate good faith in contract execution. Professional football contracts are based on

personal consideration, as both the club and the player look for specific attributes in the other party physical, mental, skilful, or athletic traits to achieve the contract's purpose, giving each party the right to terminate the contract by their unilateral will when the relationship's continuation becomes impossible.

- **Legal Capacity:** Legal capacity is a fundamental condition for the formation of a professional contract, as it is the person's ability to engage in legal acts and arrange their effects. It is only complete upon reaching the age of majority, specified in UAE law as eighteen full Gregorian years, and the person being free from impediments to capacity. Article (22/1) of the Status and Transfer Regulations confirmed this by prohibiting the signing of a professional contract with a player who has not reached 18 years, while noting that capacity may be totally absent in cases of insanity or dementia, or diminished as in cases of prodigality or imbecility.
- **Physical and Health Status:** The physical and health status is an essential element in professional contracts, as it is presumed that the player enjoys physical integrity enabling them to fulfil their obligations, because illness or injury may hinder the performance of the agreed-upon work. UAE law restricted this consideration by ensuring the player's rights; Article (20/5) of the Status and Transfer Regulations obligated the club to cover treatment costs during the trial period, and Article (11) mandated the provision of health insurance for amateur players and comprehensive insurance for professionals covering illness and treatment throughout the contract, and treatment and rehabilitation expenses upon injury for up to six months after its conclusion, in addition to appropriate compensation in cases of disability or death.

The Difference between the Ordinary Player and the Star Player

A fundamental discrepancy is observed between the professional contracts of sports stars and those of ordinary professionals a discrepancy not limited to financial consideration but extending to the legal nature of the contract and its economic and regulatory effects. The star player enjoys exceptional market and financial value resulting from their unique skill, global reputation, and public influence, making their contract include commercial and marketing returns that transcend technical performance, whereas the ordinary player is evaluated according to purely technical standards without a significant commercial effect (Saflo, 2017). Behavioral obligations also differ; the star is subject to special clauses related to media appearance, discipline, and maintaining the club's image, while such detailed obligations are not imposed on the ordinary player due to their weak media and public influence.

The distinction between the star player and the ordinary professional is clearly manifested in image rights and commercial value. Stars usually obtain independent agreements for the exploitation of their image, sponsorship, and advertisements, and the club may share in their returns, while the ordinary player is not considered a marketing element necessitating the inclusion of such rights in their contract. From a legal standpoint, star contracts are considered contracts based on personal consideration (*Intuitu Personae*), as they require strict personal performance and the player cannot be replaced due to the contract's link to their unique technical and marketing attributes, whereas an ordinary player can be replaced without a fundamental impact on team performance or the club's position in the sports market (Al-Rudaini, 2022).

The Status and Transfer Regulations, in Articles (11–14), organized the conditions for player registration and professionalism both domestically and abroad, including all obligations imposed on amateurs and professionals. The differentiation between star contracts and ordinary professional contracts also appears in the level of legal protection and dispute resolution; star contracts include additional guarantees such as precise medical examinations, immediate termination clauses, and special financial guarantees, commensurate with their market value and the size of investment in them, while ordinary player contracts are characterized by simplicity and do not require this degree of complexity or protection due to their limited financial and regulatory effects (Alpha Spot Magazine, 2025).

Effects of Personal Consideration on the Formation of the Professional Contract

If the terms of contracting in professional deals are considered, it appears that the absence of arbitrariness and the presence of consent in contracting are essential for producing valid contract effects. This requires providing the general objective pillars that should be present in all contracts, represented by the valid consent of persons with capacity and standing, and the cause which must be available to meet the required legal conditions.

In professional contracts based on personal consideration, the meeting of offer and acceptance is not enough; the offeror must agree to contract with the specific person of the offeree because the contractor's personality is an essential element. Therefore, if a person announces their desire to contract according to certain conditions, they have the right to refuse those who do not possess the attributes subject to consideration, as the announcement is a mere invitation to treat, not a binding offer (Al-Sanhuri, 1981). In sports contracts, contracting is essentially based on mutual trust and reliance on the attributes of each party, making the player's or the club's personality a decisive element in the contract's success. An error in the contractor's identity or attributes may lead to the contract being voidable (Al-Shamaa, 2002). This is clearly evident in star contracts, such as Mohamed Salah's contract with Liverpool, where his technical and personal attributes played a major role in concluding the contract.

To apply the concept of personal consideration to a realistic case, one can look at the professional contract of Egyptian football star Mohamed Salah with Liverpool FC, which is considered one of the most prominent examples illustrating how personal consideration plays an important role in professional player contracts.

The Evolving Nature of Personal Consideration in Star Contracts

First: From Professional Competence to the Human Brand:

The concept of personal consideration (*Intuitu Personae*) in the contemporary professional sports environment is no longer just a "necessary attribute" for performing work, but has turned into a "market value" in its own right. In traditional contracts, personal consideration centered on the player's technical and physical skill. In "Elite" category star contracts, it has transcended that to include public power and digital presence. When a club concludes a contract with a star of Mohamed Salah's caliber, it does not only target his scoring abilities but seeks to invest in the "player's image" that attracts sponsors and investors, changing the characterization of the contract from a mere sports employment contract to a complex investment contract (Mansour, 2022).

Second: The Legal Characterization of Economic Personal Consideration:

Modern legal jurisprudence believes that personal consideration in star contracts has become "dual" in nature: a professional side related to field performance, and a financial side related to commercial rights. This shift means that any prejudice to the "player's reputation" or "mental image" may grant the club the right to claim massive compensation based on loss of commercial profit, confirming that the star's personality has become the primary "subject of the contract" and not just their physical effort (Obeidat, 2021). Consequently, the star's breach of their promotional obligations is considered a breach of the essence of the contract, given that their personality was the primary motive for contracting (Al-Falit, 2023).

Case Study: Mohamed Salah's Contract with Liverpool

In 2017, Mohamed Salah signed a contract with English club Liverpool to become one of the team's most prominent stars. Contracting with him was a massive deal, not only because of his high football skills but also due to his great influence on the club's popularity, especially in the Middle East. Salah has renewed his contract with Liverpool several times, with increases in salaries and bonuses in light of his exceptional performance.

Personal Consideration

- **Personal Skills and Influence:** Mohamed Salah is considered an exceptional player thanks to his speed and ability to score goals and make a difference in matches. His selection to join Liverpool was based on these unique skills he offers to the team, making the contract based on "personal consideration."
- **Commercial Impact and Image Rights:** Salah is not just a player in the team; he is a marketing face for the club. His image is used in marketing campaigns and promotional advertisements, and he is considered one of the players who bring the club a lot of commercial revenue due to his global popularity. This reflects the importance of personal consideration, as the player embodies a great marketing value that the club cannot easily obtain from any other player.

Events Similar to the Theoretical Case

If Mohamed Salah suffers a serious injury while playing, the club will find itself facing a great challenge. Although the injury may prevent Salah from participating in matches for a long period, terminating the contract unilaterally would not be easy given the personal consideration of the contract. Furthermore, the club would have to continue paying the player's salaries and providing medical support, based on sports laws and prevailing custom in professional contracts.

Possibilities of Legal Dispute

If Liverpool decided to terminate Mohamed Salah's contract due to a serious injury, Mohamed Salah might resort to the judiciary to defend his contractual rights. By relying on the concept of personal consideration, he would emphasize that his obligations toward the club include other roles that go beyond mere playing in matches, such as his role in enhancing the club's brand and participating in marketing activities.

How Judgments are Applied

In the event of a dispute, the arbitration center can take into account the following elements:

- **The value of the contract's personal consideration:** The club must continue paying salaries and covering the player's treatment costs because the contract is based on personal consideration linked to Salah's unique skills and other roles off the pitch.
- **Possible modifications in the contract:** The two parties can agree to modify some terms related to match participation, focusing on the player's commitment to specific marketing or periodic roles.

This case illustrates how personal consideration plays a pivotal role in professional contracts, especially in the case of distinguished players who enjoy great popularity and influence like Mohamed Salah.

The existence of a mistake (*Error*) in the identity and person of the contractor can lead to a non-binding contract, meaning it can be rescinded. When the contractor's personality is a matter of consideration in the contract, the contract is based on personal consideration. Reasons for personal consideration may relate to the contractor's specialization and competence in a specific field, such as a patient's contract with a specific doctor to perform surgery due to his high specialization and competence in that field (Safloy, 2017). Therefore, the definition of mistake in law came as a mistake that falls upon the provisions of the law concerning one of the matters related to the concluded contract as is the case in the illusion or belief of both contractors or one of them that the contract concluded between them is subject to a law that judges with a certain judgment, while the judgment contained in the law is contrary to this judgment imagined by the contractor(s).

The UAE legislator enacted the definition of mistake in the Civil Transactions Law 2020 to include Articles 193-198. We review some as follows: Article (193): "A mistake shall not be considered except in what is included in the contract's formula or indicated by the circumstances, the state of affairs, the nature of things, or custom." Article (194): "If the mistake falls on the essence of the contract, a condition of its formation, or the subject matter, the contract is void." Article (195): "A contractor has the right to rescind the contract if they made a mistake in a desired matter such as a quality in the subject matter, the identity of the other contractor, or a quality of theirs."

Manifestations of Personal Consideration in Image Rights Clauses

First: The Duality of "Player" and "Brand":

In contracts of stars of Mohamed Salah's caliber, the subject of the contract is no longer limited to the muscular effort exerted on the pitch but extends to include the "Right to Image." Here, the legal challenge appears in separating the player's natural personality from their commercial personality. When the club allocates huge sums to this clause, it implicitly acknowledges that the player's personal consideration is the primary driver of the value added to the club (Abdel Zaher, 2020). Accordingly, the player's image becomes an "intangible asset" subject to strict contractual rules, making any unauthorized appearance by the star a gross breach of contractual trust and the consideration upon which the contract was built. It follows that image rights clauses are not just a financial annex but the beating heart of personal consideration in the modern contract.

Second: The Impact of Personal Consideration on Compensation for Contract Rescission

Characterizing the contract as based on "super" personal consideration changes the rules for assessing compensation upon rescission. In ordinary contracts, compensation is estimated based on the remaining salary or the sports cost of replacing the player.

As for star contracts, "personal consideration" forces adjudicating bodies to take into account "marketing loss" and the loss of sponsorship opportunities that the club would have concluded based on the presence of this specific star (Al-Anazi, 2023). This trend confirms that personal consideration is no longer just a legal description but has become a "financial standard" that determines the fate of mutual obligations in the professional environment.

Effects of Personal Consideration on the Termination of the Professional Contract

Personal consideration in professional contracts requires that it remains valid throughout the contract duration, because the contractor's personality and essential attributes are the primary motive for contracting. Therefore, personal contracts expire if this consideration vanishes as a result of a change in the legal or financial status of the contractor (Bouchnaq, 2022). The legal personality of a natural person expires with their death, which often leads to the termination of the contract, whether the death is natural or judicial (as in the case of a missing person), as the personality upon which the contract was based ceases to exist (Al-Zarqa, 1964). Although UAE legislation did not explicitly state that a professional contract terminates with the player's death, it obligated the club to provide insurance guaranteeing appropriate compensation in cases of disability or death throughout the contract duration, according to Article (11) of the Status and Transfer Regulations, where the club is committed to: "Insurance guaranteeing appropriate compensation for the player in cases of disability and death throughout the validity of the contract."

Conclusion

Given the importance enjoyed by sports, the acts regulating them have enjoyed the same importance. Because they require physical fitness and are characterized by momentum and friction between players, making them vulnerable to risks, it was necessary to create protection through legal means, the most important of which was the professional sports contract concluded between the professional player and the professional sports club.

The professional sports contract is considered a contract concluded between the player on one hand as a sports professional and the sports club as a commercial company with a sports objective. In it, the player undertakes to participate in sports competitions and matches in the name and for the account of the club in return for the latter's commitment to pay a wage to the professional player representing their primary source of livelihood, for a specific period in which the contract is drafted according to the model contract prepared by the Sports Federation. The contract is not effective unless it is ratified by the Sports Federation.

Personal consideration represents an essential element of professional contracts. Will and consent play an important role in imparting a personal character to the contract by making the contractor's personality or one of their attributes a cornerstone of the contract. Through the study of this topic, we have reached the following results:

- The reasons that prompt the parties of professional contracts to account for personal consideration are not uniform; they are different and numerous. They may be social

reasons represented by kinship or the strong relationship and mutual trust between the parties, or they may be ethical or moral reasons depending on the qualities of virtue, ethics, honor, honesty, and integrity held by the contractor, or return to social position, status, or technical competence... etc.

- Accounting for personal consideration may be from two sides (mutual), or it may be from one side. In fact, accounting for the personality of a third party or one of their attributes seen as essential by the contractors in concluding the contract, such as the club's personality, may occur.
- Personal consideration is closely linked to the freedom of contract; if freedom of contract is absent, personal consideration is absent with it, but the realization of freedom of contract does not necessarily require accounting for personal consideration. Personal consideration has an impact on the contractual process based on it in its various stages starting from its formation, validity, execution, and termination.

References

- Al-Ahmad, M. S. (2001). *The legal status of professional player transfer contracts* (1st ed.). Dar Al-Thaqafa.
- Al-Bakr, I. A. M. (2015). *Contract theory in Arab civil laws* (1st ed.). Dar Al-Kutub Al-Ilmiyah.
- Al-Hafni, A. H. O. (2007). *Football professionalism: Concept, legal nature, and legal system – A comparative study of regulations in some Arab countries*. Al-Maktaba Al-Asriya.
- Al-Hassan, A. K. (1999). *Brief explanation of the UAE Civil Transactions Law* (3rd ed.). Al-Bayan Press.
- Al-Mahrez, A. (1980). *Algerian commercial law: Part one – Theory of commercial acts, merchant status, commercial books, and commercial premises* (2nd ed.). Dar Al-Kutub.
- Al-Sanhuri, A. R. A. (1981). *Al-Waseet in explaining the civil law: Part one, theory of obligation, vol. 1, the contract* (3rd ed.). Dar Al-Nahda Al-Arabiya.
- Al-Shaali, K. R., & Al-Azzawi, A. A. W. (2005). *A contribution to sports law theory: Sports transactions law*. Dar Al-Nahda Al-Arabiya.
- Al-Zarqa, M. (1964). *Islamic jurisprudence in its new form: General jurisprudential introduction* (Vol. 1, 2nd ed.). Al-Hayat Press.
- Gardiner, S., Welch, R., Boyes, S., & Naidoo, U. (2012). *Sports law*. Routledge.
- Saflo, A. R. (2011). *The legal nature of the professional sports contract* (1st ed.). Dar Sader.
- Shujaa, A. F. (2025). *The impact of personal consideration on the conclusion and execution of the contract*. College of Law and Political Science, Al-Iraqia University. Halabi Legal Publications. ISBN: 9786144015216.
- Al-Akbashi, S. (2012). The idea of personal consideration in administrative contracts. *Kufa Journal of Legal and Political Sciences*, 1(14).
- Al-Badri, A. S. A. G. (2022). The death of a party in the personal contracts consideration (Comparative study). *Ahl Al-Bait Journal*, 1(30).
- Al-Balawi, S. B. (2020). Mistake and its effect on contracts in Islamic jurisprudence and law. *Journal of the Faculty of Sharia and Law in Tafahna Al-Ashraf*, 22(2), 913-970.
- Al-Hassan, N. I. (2020). Personal consideration and its effect on the transfer of the right of options to successors. *Journal of Legal Sciences*, University of Baghdad, Special Issue.
- Al-Redaini, L., & Al-Noor, M. (2022). Characterization of the football professional contract and its impact in UAE law compared to Islamic jurisprudence. *University of Sharjah Journal for Sharia Sciences and Islamic Studies*, 19(3), 1-36.

- Al-Shamaa, F. M. (2002). Bank oversight on the personal creditworthiness of the account applicant. *Journal of Sharia and Law*, United Arab Emirates University, (17), 21.
- Ahmed, H. A. (2019). Personal consideration in contracting. *Journal of the College of Law for Legal and Political Sciences*, Al-Iraqia University, 8(92).
- Bouchnaq, Z. (2022). Personal consideration in contracting and its effects on the contractual process. *Sawt al-Qanun Journal*, 8(2).
- Hussein, S., & Norhan. (2023). The professional sports contract between its formation and nature. *The Legal Economic Journal*, 35(44), 95-215.
- Malkawi, B. A. I., & Al-Shaya, A. (2023). Legal subordination in football professional contracts: A comparative study. *Ibn Rushd University Journal in the Netherlands*, (53), 317-352.
- Manmani, M. A., & Barakat, E. (2019). Legal effects of the football professional contract: A comparative study. *Journal of Human Sciences*, 235-251.
- Mazrou, S. (2010). Sport between reality and professionalism. *Journal of the Faculty of Arts, Humanities and Social Sciences*, Biskra University, (7), 30.
- Omar, M. Z. A. (2023). The legal nature of the professional sports contract. *Journal of Legal Studies*, 61(2), 630-667.
- Al-Tarawneh, A. (2014). *The legal system of the sports professional contract* [Doctoral dissertation, Cairo University].
- Boumedienne, & Bin Halima. (2022). *The legal system of the football player's professional contract - A comparative study* [Doctoral dissertation, Ibn Khaldun University-Tiaret].
- Deidani, S. (2014). *The sports professional contract* [Unpublished master's thesis]. University of Algiers, Faculty of Law.
- Dhaif, I., & Quareh, L. (2023). *The professional sports contract* [Master's thesis]. Kasdi Merbah University.
- Irzouni, K. (2022). *The legal nature of the professional football player's contract* [Doctoral dissertation, Mouloud Mammeri University of Tizi Ouzou].
- Mohieddin, K. M. (2011). *Nature and effects of the professional sports contract* [Master's thesis, Menoufia University].
- Toumi, S. M. (2013). *The football player's professional contract: An analytical and critical study on the legal framework for formation and termination in Algerian legislation* [Master's thesis].
- Alpha Spot Magazine. (2025). *UAE League players' salaries 2025: Comprehensive analysis of the highest wages in the Adnoc Pro League*.
- Khalaf, Y. A. (2022). *Sports professionalism*. College of Physical Education and Sports Sciences, University of Anbar.
- UAE Civil Transactions Law*, First Edition (2020).
- UAE Federal Law No. (4) of 2023 concerning Sports*.
- Executive Regulations No. 46 of 2024 for Federal Law No. 4 of 2023 concerning Sports*.
- UAE Football Association Statutes 2025/2026*.
- Regulations on the Status and Transfer of Players 2025/2026*.