
NEW ZEALAND RUGBY PLAYERS' ASSOCIATION AGENT CHARTER



NZRPA
NEW ZEALAND RUGBY PLAYERS' ASSOCIATION

INTRODUCTION

This Charter is recognition by the New Zealand Rugby Players' Association (NZRPA) that its members may choose to secure individual contract or management representation services during their careers as professional rugby players.

The NZRPA recognises the important role played by those who provide individual contract or management representation and therefore believes the interests of professional players are enhanced by maintaining standards of knowledge, integrity, competence and professionalism.

The purpose of this Charter is to facilitate access to such advice and support in a manner which the NZRPA believes protects the interests of players and is fair and reasonable to those wishing to provide such services.

Individuals who meet the standards under this Charter and become a partner to it may be recognised by the NZRPA as **Accredited Agents**.

For the avoidance of doubt, this Charter covers the services provided to players in respect of their professional rugby career and related contract negotiations. The NZRPA may amend the terms of this Charter from time to time following consultation with the Accredited Agents.

ACCREDITATION UNDER THIS CHARTER

01 Accreditation under this charter

Accreditation as an Agent under this Charter is a privilege extended by the NZRPA to individuals who wish to provide services to players in respect of their professional rugby career and related contract negotiations. No applicant has the right to accreditation.

In making an application for accreditation, an individual acknowledges that the NZRPA has a discretion to decline the application or, if the application is granted, at any time following accreditation to remove the accreditation or to take other action after a Complaint has been determined following the Disputes and Complaints Procedure outlined in Schedule D.

In order for an application to be considered, an individual must:

- be twenty one (21) years or older;
- complete the application form in schedule A;
- undertake an interview with the NZRPA;
- provide a curriculum vitae in writing highlighting relevant experience and qualifications;
- agree to abide by the terms of this Charter; and
- not have been convicted of any crime or offence punishable by two years of imprisonment or more (except for any crime or offence to which the Criminal Records (Clean Slate) Act 2004 applies).

If the NZRPA grants accreditation to an Agent he or she will be added to a register maintained by the NZRPA. This register will include that Accredited Agent's full name, business address and contact details, date upon which he or she became accredited, professional indemnity insurance status, brief biography detailing experience and qualifications and a record of any penalty imposed.

Each Accredited Agent must pay an annual registration fee of \$500 to the NZRPA to maintain that accreditation. The level of the annual registration fee may only be altered by the NZRPA following consultation with the Accredited Agents. The fee will be due by the 31st January in the year to which it relates. The registration fee is not refundable in whole or part if an Agent ceases to hold accreditation during the year in respect of which a fee has been paid.

02 Service Areas

The service areas about which the Accredited Agents may advise (whether directly, or by way of appropriate referral) include:

- Negotiation and reviews of Individual Employment Conditions (including payment and term);
- Seeking out and negotiating personal promotion and endorsement contracts;
- Representation at disciplinary hearings – on field and off field misconduct;
- Dealing with employment problems and representation at any mediation or hearing;
- Property transactions;
- Business transactions;
- Trusts and wills;
- Taxation; and
- Such other services as agreed between a player and his chosen Agent.

Where an Accredited Agent has formally referred a player to a third party for advice relating to the above and receives a fee or payment as a result of that referral, it remains the responsibility of the Accredited Agent to ensure that third party's service is provided to an appropriate professional standard and in accordance with the provisions of this Charter.

03 Fees

In all instances the way in which fees will be charged to a player and paid by that player will be discussed and agreed with the player prior to the engagement commencing.

04 Prescribed Agency Agreement

All professional rugby employment contract negotiations and reviews will involve an agreement between the Accredited Agent and player recording:

- Services provided;
- The way in which fees will be charged and paid;
- Term of the engagement (which shall not exceed 2 years);
- Dispute Resolution Procedure (which unless agreed otherwise will be as detailed in Schedule D of this Charter);
- Exclusivity (which shall not exceed the period of the engagement);
- Termination Rights (which must include a right for either party to terminate on one month's notice provided that in the event that the player terminates the agreement any fees due under that agreement as a result of a pre-existing contract negotiation remain payable, notwithstanding the provisions of paragraph 17 of this Charter); and
- Confidentiality/Treatment of Information (recording that the agent must keep confidential any information in their possession relating to the player (except with that player's consent to disclose such information or as may be required under this Charter).

A copy of the standard "Agency Agreement" is provided in schedule B to this Charter. The terms of this agreement may only be amended in a manner that benefits the player.

It is acknowledged that pre-existing agency agreements may not be consistent with the requirements above. The Accredited Agents agree to resolve any such inconsistencies within a period of six (6) months of becoming an Accredited Agent. The Accredited Agents agree to manage any dispute arising under such pre-existing arrangements in good faith and in accordance with this Charter.

05 Code of Conduct

The Accredited Agents agree that in order to achieve and maintain accreditation, they will:

- comply with the terms of this Charter;
- charge a player no more than what is fair and reasonable for the work done;
- not accept any financial or other rewards for the representative services provided unless the player is aware of the reward;
- exercise due care and skill;
- exercise professional judgment within the bounds of the law;
- not engage in any conduct involving dishonesty, fraud or deceit;
- not unduly use, or take advantage of, the influence of an existing player to secure a new player; and
- act solely for the benefit of the player free of compromising influences and loyalties.

06 Agents' Seminar

The Accredited Agents must attend an NZRPA Accredited Agents' Seminar each year to demonstrate and maintain an appropriate knowledge of the Collective Agreement and issues associated with professional rugby in New Zealand.

07 Players Under the Age of 21

The Accredited Agents agree not to enter into an Agency Agreement with a player under the age of twenty-one (21) years of age without the player having made contact with the NZRPA. To facilitate this, the Accredited Agents agree to:

- notify the NZRPA in writing of the player's name and contact details; and
- provide the player with the NZRPA's contact details .

The NZRPA will ensure the player has received the opportunity to obtain advice concerning the proposed arrangement.

08 Knowledge

The Accredited Agents must have and exercise an appropriate working knowledge of, and comply with, all relevant laws, rules, regulations and procedures, including but not limited to:

- The Collective Agreement;
- Employment Relations Act;
- Player Movement Regulations;
- Salary Cap Regulations;
- Eligibility Regulations;
- Competition Management Regulations;
- IRB rules and regulations;
- Anti-doping rules and procedures;
- Disciplinary procedures;
- SANZAR Rules and Policies; and
- Domestic Competition Regulations.

09 Disclosure of Information

The Accredited Agents agree to:

- be open and communicative with any player about all matters which might be relevant to that player's interests;
- not provide any false or misleading information to any player, the NZRPA or the NZRU;
- provide any information requested by the NZRPA in relation to an application for accreditation, a complaint or to ensure compliance with this Charter;
- not withhold any information relating to a player from that player;
- disclose to the player and NZRPA whether or not the Accredited Agent has professional indemnity insurance cover; and
- provide the NZRU, (including a Provincial Union or other contracting entity) with a copy of the Authority to Represent as provided in Schedule C before entering into any negotiations or discussions relating to a Player's employment or any other matter under the Collective Agreement relating to that player.

In addition, an Accredited Agent will disclose any arrangement between him or her and the NZRU, Provincial Union and/or any other contracting entity to a player before the provision of any advice or negotiation. For the avoidance of doubt, an Accredited Agent must disclose any fee arrangement negotiated with any employing or contracting entity, and will deduct any fees paid from the amount otherwise charged to the player.

10 Record Keeping

Accredited Agents will maintain comprehensive files relating to players, including details of services performed and all matters relating to that player whether prospective or actual. A player may have access to this file at any time.

Accredited Agents agree to provide each player with at least one statement per year which itemises all fees charged and services performed by the Accredited Agent.

11 Confidentiality

Accredited Agents must keep confidential any information in their possession relating to a player (except with that player's consent to disclose such information or as may be required under this Charter).

They must not make any media comment about any aspect of a player's affairs without the prior consent of that player.

12 Influence

Accredited Agents may not:

- offer any inducements to a player, financial or otherwise, in the course of offering to represent the player or in the course of acting as the player's agent;
- use or take advantage of the influence of an existing client to secure a new client; or
- act as the agent for a player where that player is represented by another Accredited Agent without receiving either a copy of the notice of termination (and satisfying any notice period) or, the written consent of the other Accredited Agent.

13 Intellectual Property

Accredited Agents may not use the intellectual property of the player, NZRPA, NZRU or Provincial Unions without their prior written approval.

14 Decision Maker

For the purpose of the Disputes and Complaints Procedure there is to be an independent Decision Maker appointed, from time to time, by the NZRPA and notified to the Accredited Agents.

15 Disputes

The Accredited Agents recognise that from time to time **Disputes** may arise with a player about the provision of their services (or the terms of that provision). The Accredited Agents agree that if a dispute arises the parties will, in the first instance, attempt to resolve it by good faith discussion between the parties.

If the matter remains unresolved then either party may refer it to mediation between the parties or, by agreement only, the Disputes and Complaints Procedure outlined in Schedule D. In either instance costs are to be shared equally unless agreed otherwise.

Notification of a Dispute that the parties wish to refer to the Disputes and Complaints Procedure outlined in Schedule D must be made in writing to the NZRPA who will forward that notice to the Decision Maker.

16 Complaints

Any person may make a **Complaint** alleging a breach of the Charter by an Accredited Agent.

A Complaint must be made in writing to the NZRPA. If in the NZRPA's opinion there is a prima facie case against that Accredited Agent, the NZRPA will forward that notice to the Decision Maker and a copy to the Accredited Agent who is the subject of that Complaint. The Accredited Agent who is the subject of that Complaint shall have the opportunity to seek independent advice.

The Disputes and Complaints Procedure, which is outlined in Schedule D, will be followed in the consideration of the Complaint by the Decision Maker.

17 Penalties

Where the Decision Maker is satisfied that a Complaint has been made out and an Accredited Agent has breached his or her obligations under this Charter, the NZRPA may do one or more of the following things:

- issue a formal reprimand;
- require the payment of up to \$4,000 as a condition of maintaining accreditation status and remaining on the register, where a partial or full amount may be paid to the player concerned as compensation; and/or
- remove the agent's accreditation status.

In determining what actions to take the NZRPA may consult with the Decision Maker.

Where an agent has his or her accreditation status removed, the NZRPA may contact all the individual players who that agent represents and inform the player or players of the removal of accreditation status and the reason for it.

Where a Complaint is made out regarding an Accredited Agent and a specific player or players, that player or players may terminate his or their Agency Agreements (written or otherwise) immediately. Any fees due by that player under a pre-existing contractual arrangement will not be payable.

Where an agent has had his or her accreditation removed any player represented by that agent may terminate his Agency Agreement (written or otherwise) immediately. Any fees due by that player under a pre-existing contractual arrangement will not be payable.

For the avoidance of doubt, nothing in the Complaint procedure in this Charter precludes a player or any other party from pursuing any other cause of action available under law.

SCHEDULE A: APPLICATION TO BECOME AN ACCREDITED AGENT UNDER THE NZRPA AGENT CHARTER

Name: _____

DOB: _____

Business Address: _____

Agency / Company: _____

Qualifications (tertiary): _____

Qualifications (professional): _____

Number of NZRU Contracted players represented: _____

Professional Indemnity Insurance: No / Yes

Brief Biography: _____

I confirm the above is true and correct. I further confirm that I am:

- twenty one (21) years or older;
- have attached a curriculum vitae highlighting relevant experience and qualifications;
- prepared to undertake an interview with the NZRPA;
- will, if becoming an Accredited Agent, abide by the terms of this Charter; and
- have not been convicted of any crime or offence punishable by two years of imprisonment or more (except for any crime or offence to which the Criminal Records (Clean Slate) Act 2004 applies).

Signed:

The Agent: _____ Date: _____

SCHEDULE B: AGENCY AGREEMENT

Introduction

This Contract for Services (the **agreement**) is made between

_____ (the **Player**); and

_____ (the Accredited Agent)

on this date _____

In addition to the terms contained in this agreement, the Accredited Agent has agreed to be bound by the NZRPA Agent Charter.

Term

This agreement commences on _____ and will expire on _____ (the term).

The **term** of this agreement must not exceed two (2) years.

Age of the Player

The Player's date of birth is _____. If the Player is aged under 21 years of age the Accredited Agent must notify the NZRPA prior to entering into this agreement and provide the Player with the NZRPA's contact details.

Services Provided

The services provided by the Accredited Agent will be

Fees (GST inclusive)

SCHEDULE B: AGENCY AGREEMENT (CONTINUED)

Confidentiality

The Accredited Agent agrees to keep confidential any information in their possession relating to the Player (except with the Player's consent to disclose such information or as may be required under the Charter).

The Accredited Agent agrees not to make any media comment about any aspect of the Player's affairs without the prior consent of the Player.

Termination

This agreement may be terminated by either party on the provision of one month's notice in writing. In the event the Player terminates the agreement any fees due under this contract as a result of a pre-existing contract negotiation remain payable.

The Player may terminate this contract immediately if either:

- The NZRPA determines that a complaint against the Accredited Agent has been made out in regards to a matter relating to that Player; or
- That agent has had his/her accreditation removed.

In such case any fees due under this contract as a result of a pre-existing contract negotiation will not remain payable.

Dispute Resolution

In the first instance the parties to a dispute arising out of this agreement may endeavour in good faith to resolve it by consultation and negotiation.

If it is unable to be resolved by consultation and negotiation, the provisions of the Charter may be invoked by either party.

Insurance

The Accredited Agent does/does not hold Professional Indemnity Insurance.

Independent Advice

The Player has the right to receive independent advice before entering in to this agreement. By signing this agreement, the Accredited Agent acknowledges that the Player has been given a reasonable opportunity to seek such advice.

Signed:

The Player: _____

The Accredited Agent: _____ Date: _____

SCHEDULE C: AUTHORITY TO REPRESENT

This Authority to Represent (the authority) allows:

_____ (the Accredited Agent)

to represent the interests of

_____ (the Player) for the purposes of:

Between the dates _____ and _____

In addition the Accredited Agent has entered into an Agency Agreement with the Player.

In addition to the terms contained in that agreement, the Accredited Agent has agreed to be bound by the NZRPA Charter.

The Accredited Agent has advised the player that he may contact the NZRPA on **0800 PLAYER** if he has any questions.

Signed:

The Player: _____

The Accredited Agent: _____ Date: _____

SCHEDULE D: DISPUTES AND COMPLAINTS PROCEDURE

This Schedule outlines the steps that the Decision Maker must follow in the consideration of a Dispute or Complaint under this Charter.

The function of the Decision Maker is to consider the parties' respective positions and to make a decision.

Where the Decision Maker finds that a Complaint is made out, he or she may also recommend an appropriate penalty to be imposed by the NZRPA under the Charter.

Where the Decision Maker is asked to make a decision in respect of a Dispute that decision shall be in the form of a recommended resolution to the Dispute.

A Dispute case or Complaint must:

- (a) Not exceed 2000 words;
- (b) Specify the details of the Dispute or Complaint;
- (c) If relevant; provide supporting evidence signed by attesting witnesses;
- (d) Provide the party's contact details.

The Decision Maker will provide the other party or parties in the Dispute or Complaint with copies of all information relating to that Dispute or Complaint.

The other party or parties in the Dispute or Complaint shall have five working days from the date of notification to prepare a reply to the Dispute or Complaint.

A reply must:

- (a) Not exceed 2000 words;
- (b) Specify the details of the Dispute or alleged breach;
- (c) If relevant, provide supporting evidence signed by attesting witnesses;
- (d) Provide the party's contact details.

The Decision Maker may interview any person or obtain any additional information in relation to the Dispute or Complaint at any time.

In making a decision, the Decision Maker will ensure the rules of natural justice are observed.

The Decision Maker shall provide a written decision within ten working days from the date the reply is received. A copy of the written decision will be provided to all parties and to the NZRPA.