

New Zealand Rugby Players' Association Agent Charter

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 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 an **Accredited Agent**.

An Accredited Agent must be able to demonstrate that they have the knowledge, integrity, competence and professionalism to justify being classified as an Accredited Agent and they must maintain these standards at all times.

The NZRPA also appreciates that there will be those who provide individual contract or management representation who have demonstrated that they act with integrity and professionalism and have a high level of knowledge and competence, but who may not yet have been involved at all levels of negotiation and/or who may not yet have the overall level of skill and experience required to be an Accredited Agent.

The NZRPA may therefore grant an applicant NZRPA Provisional Accreditation. A **Provisional Accredited Agent** shall be bound by (and must comply with) all aspects of this Charter as if they were an Accredited Agent and be committed to acquiring full accreditation within 12 months.

If full accreditation is not achieved within this timeframe, that person's Provisional Accreditation shall lapse (and the NZRPA may contact all individual players who that agent represents and inform the player or players of the removal of the Provisional Accreditation status and the reason for it).

If an individual is granted NZRPA Provisional Accreditation they must ensure they use this full description whenever referring to their accreditation status. They must also disclose this status to every player (regardless of age) before they enter into any agreement with a player, whether it be written or verbal (and including an Authority to Represent) and any publications or documents referring to the person's accreditation status must use the term "Provisional Accredited Agent."

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.

1. 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 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:

- 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 (pro rated monthly where applicable) 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. Each year's fee will be due by 28 February or one month after the date of accreditation, whichever is the latest. 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.

2. 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.

3. 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.

4. Agency Agreement

It is acknowledged that not all Accredited Agents enter into formal written agreements with the players they represent. While NZRPA recommends the use of written agreements, they are not required under the Charter. However if a written agreement is entered into, it must record:

1. The services being provided;
2. The way in which fees will be charged and paid;
3. Term of the engagement (which shall not exceed 2 years);
4. Dispute Resolution Procedure (which unless agreed otherwise will be as detailed in Schedule D of this Charter);
5. Exclusivity (which shall not exceed the period of the engagement);
6. 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
7. 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).

In addition, any verbal agreements entered into between an Accredited Agent and a player must not be inconsistent with these requirements.

A copy of a 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 use the Agency Agreement provided or resolve any such inconsistencies in their current agency agreement 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.

5. 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 (to an unfair or excessive extent), the influence of an existing player to secure a new player; and

Accredited Agents must also manage actual or potential conflicts of interest with considerable care.

A conflict of interest arises where there is a conflict or a risk of a conflict between the interests of the Accredited Agent and the interests of the player they represent.

In those circumstances, as a minimum, the Accredited Agent must disclose to the player, at the earliest opportunity, the existence and extent of the Agent's interest.

If an Accredited Agent is unable to give genuinely independent advice to a player and/or is unable to act in the best interests of a player because of a conflicting interest, the Accredited Agent must refer the player to another Accredited Agent (who is not conflicted) to act for the player in that particular negotiation.

Accredited Agents need to take particular care if they accept or hold a coaching, management, or selecting position with a provincial union, franchise, the NZRU or any other entity that a player may contract with. While each case must be assessed on its own facts, if a player is considering contracting with an entity that an Accredited Agent is linked to in the manner described above, the Accredited Agents is required, as a minimum, to;

- Fully disclose to the player the role the Accredited Agent holds and the actual or potential conflict that exists; and
- If the player is a member of the team that the Accredited Agent coaches, manages or selects, refer the player to another Accredited Agent (who can be part of the same organisation as the Accredited Agent as long as the other Accredited Agent was not also conflicted) to act for the player in that particular negotiation.

Accredited Agents also need to act with considerable care to ensure they are not conflicted and can provide quality independent advice if they accept or hold a

position of employment with a provincial union, franchise, the NZRU or any other entity that a player may contract with, or where either the agent or the entity they are contracted to, is receiving financial benefits from a provincial union, franchise, the NZRU.

An Accredited Agent must, on request from NZRPA, provide evidence that they are complying with this clause.

6. Agents' Seminar / Meeting

The NZPRA shall meet formally with each Accredited Agent on at least an annual basis, to discuss developments and trends within the industry and to ensure the Accredited Agent is maintaining an appropriate knowledge of the Collective Agreement and issues associated with professional rugby.

The NZRPA shall therefore either meet formally with each Accredited Agent or organise an Agents Seminar for this purpose. If a seminar is organised, Accredited Agents must attend whenever possible while attendance by a Provisionally Accredited Agent is compulsory.

7. Players Under the Age of 21

The Accredited Agents agree not to enter into an agreement, whether it be a verbal or written agreement (including an Authority to Represent), 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:

1. notify the NZRPA in writing of the player's name and contact details; and
2. 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.

8. 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.

9. 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.

An Accredited Agent must also keep confidential any information provided to the Agent by the NZRPA if that information has been expressly provided on the basis that it is in confidence.

12. Influence

Accredited Agents may not:

- act as the agent for a player where that player is represented by another agent without receiving either a copy of the notice of termination (and satisfying any notice period) or the written consent of the other agent; or
- offer any inducements to a player, financial or otherwise, in order to encourage that player to break an existing contract (including any obligation to give notice); or
- offer any inducement, financial or otherwise, to existing clients to influence or secure a new client; or
- offer any scholarship or other form of incentive or reward to any player, school, club, or other entity if that scholarship, incentive or reward is in any way conditional on:
 - a player having to use the services of that agent or his agency ; or
 - the school, club or other entity giving any form of exclusive or preferential access to the agent or his agency to its players.

Any scholarship or incentive or reward programme provided by an Accredited Agent (or his agency) must contain explicit reference to these conditions.

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.

The Decision Maker shall be an experienced and respected member of the sporting and business or legal community who does not hold (nor has previously held) any position with NZRPA (including a member of the Appointments Panel).

An Accredited Agent may object to the appointment of the Decision Maker in any dispute or complaint in which the Accredited Agent is a party, solely on the grounds that the Decision Maker lacks the independence and/or expertise to fulfil the role specified in the Charter.

The NZRPA must consider that objection in good faith and if there is a prima facie case to support that objection, the NZRPA shall invite the Chairman of the New Zealand Sports Disputes Tribunal (or nominee) to appoint the Decision Maker.

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:

- 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:

Send to: Agent Accreditation

NZRPA

PO Box 109759

Newmarket

Auckland 1149

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)

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:

1. The NZRPA determines that a complaint against the Accredited Agent has been made out in regards to a matter relating to that Player; or
2. 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;

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.

Schedule E: Acknowledgement of obligations

The New Zealand Rugby Players Association (**NZRPA**) has the task of endorsing certain individuals as accredited **Agents**. In order to achieve this status a person must meet certain standards set out in the NZRPA Agent Charter on Individual Contract and Management Representation (the **Charter**).

The purpose of this document is to certify that _____ has been endorsed by the NZRPA as an Accredited Agent.

By signing this agreement the NZRPA confirms that the Agent:

- Has demonstrated competence in the service areas specified in paragraph 2 of the Charter, including knowledge of the professional rugby market and payment levels.

By signing this agreement the Agent confirms that he or she:

- has not been convicted of any crime or offence (except for any crime or offence to which the Criminal Records (Clean Slate) Act 2004 applies) ; and
- agrees to be bound by the terms of the Charter.

Signed

By the Agent

and

on behalf of the NZRPA

Date:
