
New Zealand Rugby Players' Association Agent Charter

Introduction

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

The RPA 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 RPA 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 RPA 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 RPA 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 RPA may therefore grant an applicant **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 RPA 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) unless a further period of time to achieve full accreditation is approved by the RPA.

If an individual is granted 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 RPA 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 RPA 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 RPA 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, including the Activity Report indicating they are active in the industry and representing players at different levels of the game.
- Provide a curriculum vitae in writing highlighting relevant experience and qualifications.
- Pass (by achieving at least 80%) the RPA Accredited Agent Exam.
- Undertake an interview with the **Accredited Agents Appointment Panel** (that comprises one representative from each of the RPA and New Zealand Rugby (**NZR**) and one experienced and respected member of the sporting and business or legal community who does not hold (nor has previously held) any position with the RPA or NZR).
- Agree to abide by the terms of this Charter.
- 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).
- Provide evidence that they have in place appropriate professional liability insurance with a reputable insurer which covers claims in respect of any agency activity.

If the RPA grants accreditation to an agent, they will be added to a register maintained by the RPA. This register will include that Accredited Agent's full name, business address and contact details, date upon which they 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 RPA and attend the annual Agents Seminar (outlined in clause 6) to maintain that accreditation. The level of the annual registration fee may only be altered by the RPA 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 an Accredited Agent 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.
- Such other services as agreed with the player and their agent.

Where an Accredited Agent has formally referred a player to a third party for advice relating to any of 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 is reputable and has the requisite qualifications to ensure their services are 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 and will be expressly set out in any agency agreement.

4. Agency Agreement

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

- The services being provided.
- The way in which fees or other remuneration are to be calculated and paid, including the identity of the paying party.
- The term of the engagement (which shall not exceed 2 years).
- A Dispute Resolution Procedure (which unless agreed otherwise will be as detailed in Schedule D of this Charter).
- An exclusivity clause (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, except pursuant to paragraph 17 of this Charter).
- 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.

5. Code of Conduct

An Accredited Agent agrees 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.

Accredited Agents must not accept or hold a paid position with a Provincial Union, Super Rugby Club, NZR, New Zealand Rugby Commercial (**NZRC**) or any other entity that a player may contract with.

In addition, Accredited Agents must not hold a coaching, management, or selecting position (whether paid or unpaid) with a Provincial Union, Super Rugby Club, NZR, NZRC or any other entity that a player may contract with.

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

6. Agents' Seminar / Meeting

The RPA shall meet formally with each Accredited Agent on at least an annual basis, to discuss developments and trends within the industry; to ensure the Accredited Agent is maintaining an appropriate knowledge of the Collective Employment Agreement (known as the Partnership Agreement) and issues associated with professional rugby; and to provide professional development opportunities for each Accredited Agent.

The RPA, with assistance from an organising committee comprised of at least three Accredited Agents, shall therefore organise an annual Agents Seminar for this purpose. Attendance (in person) by all Accredited Agents and Provisional Accredited Agents is compulsory to maintain their accreditation. Any Accredited Agent who does not attend the Agents Seminar must attend an interview with the RPA (or otherwise, as agreed with the RPA, illustrate that they are maintaining appropriate knowledge of the Partnership Agreement and attending professional development opportunities) to maintain their accreditation.

The Agents Seminar will be held each year in a location and at a time to be determined by the RPA in consultation with Accredited Agents.

7. Players Under the Age of 21

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 21 years of age without the player having first made contact with the RPA. To facilitate this, each Accredited Agent agrees to:

- Notify the RPA in writing of the player's name and contact details.
- Provide the player with the RPA's contact details.

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

8. Knowledge

An Accredited Agent 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 between NZR and the Rugby Players Collective (**RPC**), known as the Partnership Agreement
- The Employment Relations Act
- NZR Player Eligibility and Player Movement Regulations
- NZR Domestic Competitions Regulations
- NZR Salary Cap Regulations
- Super Rugby Replacement Player Protocols
- NZR Betting and Anti-Corruption Regulations
- NZR Supplements Regulations
- NZR Illicit Drugs Regulations
- World Rugby Rules and Regulations
- NZR Anti-doping Regulations
- Disciplinary procedures including the NZR Disciplinary Rules
- South African, New Zealand and Australian Rugby (**SANZAR**) Rules and Policies

An Accredited Agent must also have an appropriate working knowledge of the following:

- RPA Personal Development Programme.
- Players Savings Scheme.
- Benevolent and Welfare Fund (or such other fund(s) established to support hardship payments and career transition payment to players who suffer from an accident, injury or sickness that will prevent them from playing professional rugby ever again).

9. Disclosure of Information

An Accredited Agent agrees 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 RPA or the NZR.
- Provide any information requested by the RPA 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 RPA that the Accredited Agent has professional indemnity insurance cover.
- Provide the NZR, (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 Partnership Agreement relating to that player.

In addition, an Accredited Agent will disclose any arrangement between them and the NZR, 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

An Accredited Agent will securely 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. All records that contain personal information of any player must be stored pursuant to the Privacy Act 2020.

An Accredited Agent agrees 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

An Accredited Agent 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).

An Accredited Agent 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 by the RPA if that information has been expressly provided on the basis that it is in confidence.

12. Influence

An Accredited Agent must 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.
- 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).
- Offer any inducement, financial or otherwise, to existing clients to influence or secure a new client.
- 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 their agency; or
 - the school, club or other entity giving any form of exclusive or preferential access to the agent or their agency to its players.

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

13. Intellectual Property

An Accredited Agent must not use the intellectual property of any player, the RPA, NZR, NZRC, Provincial Unions or Super Rugby Clubs without the prior written approval of the relevant party.

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 RPA 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 RPA (including a member of the Accredited Agents 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 RPA must consider that objection in good faith and if there is a prima facie case to support that objection, the RPA shall invite the Chairperson of the New Zealand Sports Disputes Tribunal (or nominee) to appoint the Decision Maker.

15. Disputes

An Accredited Agent recognises that from time to time **Disputes** may arise with a player about the provision of their services (or the terms of that provision). Each Accredited Agent agrees 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 RPA 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 RPA. If in the RPA's opinion there is a prima facie case against that Accredited Agent, the RPA 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 their obligations under this Charter, the RPA 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 RPA may consult with the Decision Maker.

Where an agent has their accreditation status removed, the RPA 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 their Agency Agreement(s) (written or otherwise) immediately. Any fees due by that player under a pre-existing contractual arrangement will not be payable.

Where an Accredited Agent has had their accreditation removed, any player represented by that Agent may terminate their 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 Form to become an Accredited Agent under the New Zealand Rugby
Players' Association Agent Charter

Full name (as on passport): _____

Date of birth: _____

Business address: _____

Agency / Company (if any): _____

Qualifications (tertiary): _____

Qualifications (professional): _____

Number of NZR contracted players represented: _____

Professional Indemnity Insurance:

References:

Brief biography (including involvement in rugby and experiences in negotiations and relationship management):

Activity Report

Representation Work Undertaken

Date	Level	Individual(s) involved	Player and brief description of work
Other work			

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

- Have attached the Activity Report indicating I am active in the industry and representing players at different levels of the game.
- Have attached a curriculum vitae highlighting relevant experience and qualifications.
- Am prepared to sit the RPA Accredited Agent Exam.
- Am prepared to undertake an interview with the RPA.
- Will, if I become a Provisional Accredited Agent or an Accredited Agent, abide by the terms of this Charter.
- 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).
- Will provide evidence that I have in place appropriate professional liability insurance with a reputable insurer which covers claims in respect of any agency activity.

Signed:

Agent: _____

Date: _____

Email to: Rebecca.giordano@nzrpa.co.nz

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 RPA Agent Charter (**Charter**).

Term

This Agreement commences on _____ and will expire on _____ (the **Term**). The Term must not exceed two 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 RPA prior to entering into this Agreement and provide the Player with the RPA'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 Agreement as a result of a pre-existing contract negotiation remain payable.

The Player may terminate this Agreement immediately if either:

- the RPA determines that a complaint against the Accredited Agent has been made out in regards to a matter relating to that Player; or
- that Accredited Agent has had their accreditation removed.

In such cases any fees due under this Agreement 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 a dispute is unable to be resolved by consultation and negotiation, the provisions of the Charter may be invoked by either party.

Insurance

The Accredited Agent holds professional indemnity insurance.

Independent Advice

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

Signed

Player

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 _____ (which can be no longer than 2 years)

In addition, the Accredited Agent has entered into an Agency Agreement (**Agreement**) with the Player.

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

The Accredited Agent has advised the Player that they may contact the RPA on 0800 PLAYER if they have any questions.

Signed

Player _____

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, they may also recommend an appropriate penalty to be imposed by the RPA 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:

- not exceed 2000 words;
- specify the details of the Dispute or Complaint;
- if relevant, provide supporting evidence signed by attesting witnesses; and
- provide the contact details of each party to the Dispute.

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:

- not exceed 2000 words;
- specify the details of the Dispute or alleged breach;
- if relevant, provide supporting evidence signed by attesting witnesses; and
- provide the contact details of each party to the Dispute.

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 RPA.

Schedule E

Acknowledgement of Obligations

The New Zealand Rugby Players Association (**RPA**) 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 RPA Agent Charter (the **Charter**).

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

By signing this acknowledgement, the RPA confirms that the Accredited 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 acknowledgement, the Accredited Agent confirms that they:

- have 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
- agree to be bound by the terms of the Charter.

Signed

By the Accredited Agent _____

and _____

on behalf of the RPA _____

Date: _____