



**AGENT
ACCREDITATION
SCHEME - CHARTER**

PLAYER AGENT ACCREDITATION SCHEME – CHARTER

1. Introduction

The Player Agent Accreditation Scheme is established by the New Zealand Cricket Players' Association (NZCPA) in recognition of the fact that its members may choose to engage professional contract and / or management representation services during their careers as professional cricket players.

The NZCPA recognizes the important role played by these professional services providers (referred to in this Charter as "agents"). Accordingly, the NZCPA considers that the interests of its members are enhanced by monitoring and maintaining the standards of knowledge, integrity, competence, conduct, performance and professionalism of the agents associated with New Zealand's professional cricket players.

The purpose of the Player Agent Accreditation Scheme is to help ensure players have access to agents who we are confident have the experience, skills and knowledge to provide quality advice and support in a manner which the NZCPA believes advances the interests of its members. We also wish to have a scheme which is fair and reasonable to those agents wishing to provide professional services to players.

The Player Agent Accreditation Scheme is not a compulsory accreditation scheme and is not designed to regulate the involvement of agents. However, it is envisaged as being an important and valuable tool for players to identify quality professional service providers and for agents to promote and maintain quality professional services.

Individuals who meet the standards set out in this Charter and agree to abide by its terms and conditions may be recognized by the NZCPA as **Accredited Agents**.

This Charter covers the services provided to players in respect of their professional cricket career and related contractual negotiations.

The NZCPA may amend this Charter from time to time following consultation with the Accredited Agents.

2. Accreditation under this Charter

Accreditation as an agent under this Charter is a privilege extended by the NZCPA to individuals who wish to provide services to players in respect of their professional cricket career and related contractual negotiations. No applicant has the right to Accreditation and the NZCPA shall have discretion to grant and revoke Accreditation in accordance with this Charter.

In making an application for Accreditation, an individual acknowledges that the NZCPA has discretion to decline the application or, if Accreditation is provided, to revoke such Accreditation at any time or to take such other action as outlined in this Charter.

3. Application Process

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

- Complete the application form in Schedule A;
- Undertake an interview with the Player Agent Accreditation Panel;
- Provide a curriculum vitae in writing highlighting relevant experience and qualifications;
- Agree to abide by the terms of this Charter;
- Not have been convicted of a 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);
- Maintain professional indemnity insurance; and
- Pay the application fee of \$500.

If the NZCPA grants Accreditation to an agent, he or she will be added to the register of Accredited Agents maintained by the NZCPA and publicly accessible on the NZCPA website. The register will include that Accredited Agent's full name, business address and contact details, the date upon which he / she was Accredited, professional indemnity insurance status, brief biography detailing qualifications, professional skills and experience.

An Accredited Agent shall have the right to promote him or herself as an "NZCPA Accredited Agent" in conversation with players and on his / her official business promotional material in accordance with the NZCPA Accredited Agent Brand and Logo Guidelines (which will be provided to the agent upon accreditation). The Accredited Agents acknowledge that the statement / logo "NZCPA Accredited Agent" is the property of the NZCPA and agrees to use it in accordance with the terms of this Charter. The Accredited Agents further agree that if their Accredited Agent status is at any time revoked or suspended in accordance with this Charter, the Accredited Agent will cease using any reference (whether verbal or written) to his / her Accredited status, including by removing the statement / logo "NZCPA Accredited Agent" from any official business promotional material within 48 hours of his / her Accredited status being revoked / suspended.

Each Accredited Agent must pay an annual registration fee of \$250 to the NZCPA to maintain that Accreditation status. The level of the annual registration fee may only be altered by the NZCPA following consultation with the Accredited Agents. Each year's registration fee will be due by 28 February or one month after the receipt of notice of Accreditation, whichever is the later. The registration fee is not refundable (in whole or part) if an Agent ceases to hold Accreditation during the year in respect of which the fee has been paid.

4. Role of the Player Agent Accreditation Panel

The role of the Player Agent Accreditation Panel shall be to:

- Receive, review and assess applications for Accreditation;
- Conduct interviews with applicants;
- Decide on whether or not to grant Accreditation to an applicant;
- Receive and assess (for referral to the Independent Arbitrator) Complaints received in accordance with this Charter;

- Determine what remedies are appropriate to be imposed where the Independent Arbitrator determines that a complaint has been made out;
- Monitor and review the application of the Player Agent Accreditation Scheme and this Charter.

All matters referred to and discussed by the Player Agent Accreditation Panel will remain confidential and all information, knowledge and documentation provided to the Panel through the application process will not be disclosed to any third party without the consent of the applicable agent.

5. Service Areas

The service areas about which an Accredited Agent may advise (either directly or by way of appropriate referral) include:

- Negotiation and review of individual contractual terms of any cricket playing contract (whether in New Zealand or overseas);
- Seeking and negotiating personal promotion and Accreditation contracts;
- Representation at disciplinary hearings, including on-field and off-field misconduct hearings;
- Dealing with dispute resolution and providing representation at any mediation or hearing;
- Property transactions;
- Business transactions;
- Trusts and wills;
- Legal matters;
- Taxation; and
- Such other services as agreed between a player and his agent.

Where an agent has 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.

6. Fees

In all instances, the way in which fees will be charged to a player and paid by that player must be discussed and agreed in writing with the player prior to any engagement commencing. Any fees charged by an agent to a player must be fair and reasonable.

7. Agent Agreement

All agreements for the provision of services between an Accredited Agent and a player must record:

- The services to be provided;
- The way in which fees will be charged and paid;
- Term of engagement (which shall not exceed two years);

- Dispute and Complaints Procedure (which, unless agreed otherwise will be as detailed in Schedule E of this Charter);
- Exclusivity (which shall not exceed the term of engagement);
- Termination Rights (which must include a right for either party to terminate without cause 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 shall remain payable);
- Confidentiality/Treatment of Information (recording that the agent must keep confidential any information in his/her possession relating to the player (except with that player's consent)).

A copy of the **Standard Agent Agreement** is provided in Schedule C to this Charter. An Accredited Agent is not required to adopt the Standard Agent Agreement. However, any agent agreement that is entered into with a player must not be inconsistent with the terms of the Standard Agent Agreement. The terms of the Standard Agent Agreement may only be amended in a manner that benefits the player or as otherwise agreed by the NZCPA.

It is acknowledged that pre-existing agent agreements may not be consistent with the requirements set out above. An Accredited Agent must agree to use the Standard Agent Agreement provided or to amend any inconsistencies in his/her current agent agreement within a period of three (3) months of becoming an Accredited Agent. An Accredited Agent agrees to manage any dispute arising under such pre-existing arrangements in good faith and in accordance with this Charter.

It is acknowledged that some agents may elect to not have written agreements and either enter into verbal contracts or obtain a signed authority to act. While that is not the recommendation of the NZCPA, signed agent agreements are not compulsory under this Charter. However if a signed agreement is not entered into, the Agent must still ensure the player is made fully aware of all of the player's rights, commitments and obligations and those rights, commitments and obligations cannot be inconsistent with this Charter and the Standard Agent Agreement.

All agent agreements entered into by an Accredited Agent and a player must be lodged with the NZCPA.

8. 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;
- Act lawfully;
- Not engage in any conduct involving dishonesty, fraud or deceit;
- Not unduly use, or take advantage of (to an undue or excessive extent), the influence of an existing player to secure a new player; and
- Not act where there is a conflict of interest; and
- Subject to the above, always act in the best interests of the player.

9. Agents' Seminar

The Accredited Agents must attend an NZCPA Accredited Agents' Seminar each year to demonstrate and maintain an appropriate knowledge of the Master Agreement and issues associated with professional cricket in New Zealand and around the world.

10. Players Under the Age of 21

The Accredited Agents agree not to enter into an agreement, whether it be a written or verbal 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 NZCPA. To facilitate this the Accredited Agents agree to:

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

The NZCPA will ensure that the player has received the opportunity to obtain advice concerning the prospective arrangement.

11. 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 Master Agreement;
- The NZC Playing Regulations;
- The player payment models (under the Master Agreement);
- The disciplinary procedures (under the Master Agreement and Playing Agreements);
- The NZC Code of Conduct.

Copies of the above documents can be accessed from the NZCPA website (www.nzcpa.co.nz).

12. Disclosure of Information

The Accredited Agents agree to:

- Be open, honest and communicative with any player about all matters which may be relevant to that player's interests;
- Not provide any false or misleading information to any player, the NZCPA, NZC, any Major Association or other contracting party;
- Provide any information requested by the NZCPA 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 the NZCPA whether or not the Accredited Agent has professional indemnity insurance cover; and

- Provide NZC or a Major Association (or any other contracting entity) with a copy of the Authority to Represent as provided in Schedule D before entering into any negotiations or discussions relating to a player's contract or engagement or any other matter under the Master Agreement relating to that player.

In addition, an Accredited Agent will disclose any arrangement between him or her and NZC or a Major Association (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 a contracting entity and will deduct any fees paid from the amount otherwise charged to the player.

13. Record Keeping

Accredited Agents will maintain comprehensive files relating to players, including 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 itemizes all fees charged and services performed by the Accredited Agent.

14. 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).

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

The application and interview process under this Charter will remain confidential at all times. All information, knowledge and documentation disclosed by the applicant during the process will only be available to the Player Agent Accreditation Panel and will not be disclosed to any third party, unless the applicant consents to such disclosure.

15. 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;
- Offer any inducement (financial or otherwise) to existing clients to influence or 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.

16. Intellectual Property

Accredited Agents may not use the intellectual property of the player, the NZCPA, NZC or a Major Association without their prior written approval.

17. Independent Arbitrator

For the purpose of the Disputes and Complaints Procedure set out in this Charter there is to be an Independent Arbitrator appointed from time to time by the NZCPA and notified to the Accredited Agents.

18. Disputes

The Accredited Agents recognize 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 E. 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 E must be made in writing to the NZCPA who will forward the notice to the Independent Arbitrator.

19. Complaints

Any person may make a complaint alleging a breach of this Charter by an Accredited Agent.

A Complaint must be made in writing to the Player Agent Accreditation Panel. If in the Panel's opinion there is a reasonable basis for the complaint against the Accredited Agent, the Panel will forward that notice to the Independent Arbitrator and a copy to the Accredited Agent who is the subject of the complaint. The Accredited Agent who is the subject of the Complaint shall have the opportunity to seek independent advice.

The Disputes and Complaints Procedure, which is outlined in Schedule E, will be followed in the consideration of the complaint by the Independent Arbitrator.

20. Remedies

Where the Independent Arbitrator is satisfied that a complaint has been made out and an Accredited Agent has breached his or her obligations under this Charter, the Player Agent Accreditation Panel may do one or more of the following:

- Issue a formal reprimand;

- Require a payment as a condition of maintaining Accreditation status and remaining on the register. Part or all of such payment may be directed to the player(s) concerned as compensation; and/or
- Suspend or revoke the agent's Accreditation status.

In determining what actions to take, the Panel may consult with the Independent Arbitrator.

Where an agent has his or her Accreditation status suspended or revoked, the NZCPA may contact all the individual players who that agent represents and inform the player or players of the suspension / 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, the player(s) may terminate his Agent Agreement (written or otherwise) immediately. Any fees due by that player under a pre-existing contractual arrangement will remain payable.

Where an agent has had his or her Accreditation status suspended or revoked, any player represented by that agent may terminate his Agent Agreement (written or otherwise) immediately. Any fees due by that player under a pre-existing contractual arrangement will remain payable.

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

SCHEDULE A – APPLICATION FORM

APPLICATION TO BECOME AN ACCREDITED AGENT UNDER THE PLAYER AGENT ACCREDITATION SCHEME

Name: _____

DOB: _____

Address: _____

Agency / Company: _____

Qualifications: _____

Number of players represented: _____

Indemnity insurance: YES / NO

Brief Biography: _____

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

- Have attached a curriculum vitae highlighting relevant experience and qualifications;
- Am prepared to undertake an interview with the Player Agent Accreditation Panel;
- Will, upon becoming an Accredited Agent, abide by the terms of the Player Agent Accreditation Scheme Charter; and
- 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:

Agent

Date

Please enclose the following documentation and information:

- Curriculum vitae
- A copy of your criminal record held by the Ministry of Justice. Information on accessing this information can be found at:
<http://www.justice.govt.nz/services/criminal-records/get-a-copy-of-your-criminal-record>.
- Two (2) references (in the form attached as Schedule B) completed by people of standing in the community whom you have known for 12 months or longer. These references may not be completed by a family member or by any of the players whom you represent.
- A copy of your standard player contract and authority to represent (if applicable).
- The Application Fee of \$500. This can be paid by:
 1. Cheque made out to the NZCPA (send with your application to the address below); or
 2. Direct Deposit to:

NZCPA
ASB Bank
12-3016-0533753-00
Code: Agent Fee
Reference: *[your name]*

Please send your completed application form and the supporting documentation to:

Player Agent Accreditation Scheme administrator
NZCPA
P.O. Box 9915
Newmarket
AUCKLAND 1149

SCHEDULE B – REFEREE REPORT

REFEREE REPORT FOR AGENT ACCREDITATION APPLICANT

Name of Applicant:		
Name of Referee:		
Occupation / Position Title:		
Employer / Company Name:		
Address for correspondence:		
Daytime Contact Phone Number:		
Email address:		
Is the Applicant related to you by blood or marriage?	YES	NO

How long and in what capacity have you known the Applicant?

What is your assessment of the applicant’s professionalism, reliability, integrity and honesty?

Are there any personal or professional issues the Agent Accreditation Panel should be aware of?

In your opinion, is the Applicant a fit and proper person to be an Accredited Agent? **YES / NO**
 If NO, please explain your reasons

Do you have any further comments about the candidate’s character?

DECLARATION: I confirm that the above information is true to the best of my knowledge

Signed: _____

Date: _____

SCHEDULE C – AGENT AGREEMENT

STANDARD AGENT AGREEMENT

Parties

This Contract for Services (the **agreement**) is made on [*insert date*] 201

Between

[] (the **Player**)

And

[] (the **Accredited Agent**)

The parties agree to be bound by the terms and conditions contained in this agreement. In addition, the Accredited Agent has agreed to be bound by the terms of the Player Agent Accreditation Scheme Charter.

Term

This agreement commences on [*insert date*] and shall expire on [*insert date*] (the **Term**). The Term shall not exceed two (2) years.

Players Under 21 Years

The Player's date of birth is [*insert*]. If the Player is under the age of 21, the Accredited Agent must notify the NZCPA prior to entering into this agreement. The Accredited Agent must provide the Player with the NZCPA's contact details and provide the Player with a reasonable opportunity to contact the NZCPA prior to entering into this agreement.

Services

The services to be provided by the Accredited Agent are:

Fees

The Fees which the Accredited Agent will charge for the provision of the services under this agreement will be:

All Fees are GST inclusive.

Accredited Agent Obligations

The Accredited Agent agrees to:

- Provide the Services in a lawful, fair and timely manner in accordance with the instructions of the Player throughout the Term and to exercise due care, skill and diligence in performing the Services;
- Abide by and comply with the Player Agent Accreditation Scheme Charter;
- Avoid conflicts of interest;
- Disclose all material facts to the Player which relate to the subject of the Player's contract negotiations and keep the Player fully informed throughout the Term of all matters, including negotiations undertaken on the Player's behalf.

This agreement shall not vest the Accredited Agent with the authority to execute agreements on behalf of the Player or otherwise commit the services of the Player to a third party unless specifically authorized by the Player.

Confidentiality

The Accredited Agent agrees to keep confidential any information his/her possession relating to the Player (except with the Player's consent).

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 that the Player terminates this agreement, any fees due under this agreement as a result of a pre-existing contract negotiation shall remain payable.

The Player may terminate this agreement immediately if either:

- The NZCPA determines that a complaint against the Accredited Agent has been made out in regards to a matter relating to the Player; or

- The Accredited Agent has his/her Accreditation status revoked.

In such circumstances, 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 the dispute is unable to be resolved by consultation and negotiation, either party may have resort to the provisions of the Player Agent Accreditation Scheme Charter to resolve the matter.

Insurance

The Accredited Agent does / does not hold 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 provided a reasonable opportunity to seek such advice.

Execution

Player

Date

Accredited Agent

Date

SCHEDULE D – AUTHORITY TO REPRESENT

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 of _____ and _____

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

In addition to the terms contained in this authority and the Agency Agreement referred to above, the Accredited Agent has agreed to be bound by the Player Agent Accreditation Scheme Charter.

The Accredited Agent has advised the Player that he may contact the NZCPA if he has any questions.

Signed:

Player

Accredited Agent

Date

SCHEDULE E – DISPUTES AND COMPLAINTS PROCEDURE

This Schedule sets out the process that the Independent Arbitrator will follow in the consideration of a Dispute or Complaint under this Charter.

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

Where the Independent Arbitrator finds that a Complaint is made out, he or she may also recommend an appropriate remedy to be imposed by the Player Agent Accreditation Panel under this Charter.

Where the Independent Arbitrator 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 and will not be binding on the parties.

When submitting (or replying to) a Dispute or Complaint to the Independent Arbitrator, the party (or parties) must:

- (a) Specify the details of the Dispute or Complaint;
- (b) Provide any supporting evidence, information or documentation;
- (c) Provide the party's contact details.

The Independent Arbitrator will provide the other party to the Dispute or Complaint with a copy of all information submitted relating to that Dispute or Complaint.

The other party or parties to the Dispute or Complaint shall have five (5) working days from the date of notification to prepare a reply to the Dispute or Complaint.

The Independent Arbitrator may interview any person or obtain any additional information in relation to the Dispute or Complaint at any time and will be entitled to conduct his/her investigation in a manner he/she deems fit. In conducting any investigation and making any decision, the Independent Arbitrator will ensure that the rules of natural justice are observed.

The Independent Arbitrator 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 to the Dispute or Complaint and to the NZCPA.