

# **Overseas Player Agreement – A Contract For Services**

Between

**[Name of Major Association]**

and

**[Name of Player]**

Date [                      ] 201[   ]

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## 1. Introduction

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- 1.1 NZC is a full member of the ICC. NZC selects and manages the BLACKCAPS, which participates in Test Matches, One Day International (ODI) and International Twenty20 cricket.
- 1.2 NZC and the Major Associations together administer cricket competitions in New Zealand between Major Association Teams which are currently played in the following formats (together referred to as **Domestic Competitions**):
- (a) four day cricket (currently referred to as the **Plunket Shield**);
  - (b) one day cricket (currently referred to as the **National One Day Competition**); and
  - (c) Twenty20 cricket (currently referred to as the **HRV Cup**)
- 1.3 Each Major Association selects and manages a Major Association Team which participates in Domestic Competitions.
- 1.4 Every person who is either:
- (a) an NZC Contracted Player or a Major Association Contracted Player; or
  - (b) a non-contracted Player selected to play in a Test Match, ODI, International Twenty20 game, a game for a New Zealand Team or a game which is part of a Domestic Competition or selected or required to participate in a match contemplated in clause 23.2 of the Master Agreement;
- must be retained pursuant to:
- (i) the Master Agreement agreed between NZC, the Major Associations and the CPA; and
  - (ii) one of the Playing Agreements in the form annexed to the Master Agreement.
- 1.5 Terms in the Master Agreement which are for the benefit of Players, NZC or a Major Association may be enforced by those Players, NZC or a Major Association respectively.
- 1.6 The parties agree that the Master Agreement and the relevant Playing Agreement together form the terms and conditions applicable to Players, and are binding on the parties.
- 1.7 The parties agree that the relationship that exists between them is one of independent contractor and principal pursuant to a Contract for Services and that, accordingly:
- (a) The Player is an independent contractor and, for the avoidance of doubt, is not an employee and therefore has no entitlement to any benefits conferred by employment-related legislation on employees.
  - (b) The Player shall not in any circumstances hold himself out to be an employee of NZC or in any way involved in an employment relationship with NZC or with a Major Association.

- (c) The Player shall be solely responsible for complying with all his obligations as an independent contractor (including his obligations under clause 33 of the Master Agreement) including but not limited to the payment of all taxes and other liabilities and expenses of whatever nature relating to the Player as an independent contractor.

## 2. Parties

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2.1 The parties to this Domestic Playing Agreement (the **Playing Agreement**) are:

- (a) [The Major Association] ("**the Major Association**"); and
- (b) [Name of Player] ("**the Player**").

## 3. Term

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3.1 This Playing Agreement provides the terms and conditions upon which the Player will be retained whenever he is selected for a Major Association Team and outlines obligations owed by each of the parties in respect of the Player's participation in Domestic Competitions.

3.2 The term of this Playing Agreement shall be from **[insert]** to **[insert]**

3.3 Nothing in this Playing Agreement gives rise to an obligation upon the Major Association to select the Player for any team.

## 4. The Cricket Environment

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4.1 The Player may be selected by the Major Association to play for the Major Association in Domestic Competitions.

4.2 The Player accepts that, at all times whilst he is playing cricket in New Zealand during the term of this Playing Agreement, he is subject to and (to the extent that they are applicable to him) must comply with, and be bound by:

- (a) The MCC Laws of Cricket;
- (b) NZC playing conditions and regulations and Code of Conduct;
- (c) ICC Playing Handbook;
- (d) the Player's Major Association playing conditions, policies, regulations and Code of Conduct;
- (e) any new playing conditions, policies or regulations that may be adopted with the agreement of the CPA; and
- (f) any amendments or variations to the above playing conditions, policies or regulations as may be agreed with the CPA and advised to the Player from time to time.

As appropriate, the Player must make himself familiar with any documents referred to in this clause and which are made available to him by the Major Association.

- 4.3 The Player will undertake the ICC's anti-corruption education programme and attend/or fulfil all other sessions/activities of the ICC anti-corruption education programme whenever requested to do so from time to time by the Major Association.
- 4.4 The Player agrees to report the following matters immediately, and in writing, to the captain or manager of the BLACKCAPS or to NZC's Chief Executive or to the ICC's anti-corruption unit:
- (a) any instance of the conduct referred to in clause 4.10 below of which the Player becomes aware (whether concerning the Player or any other Player); and/or
  - (b) any approach to himself (or to any other Player if he becomes aware of such other approach) from any other person to engage in, or encourage, any of the conduct referred to in clause 4.10 below; and/or
  - (c) any threat or attempt of any kind designed to induce him or any other Player to engage in (or encourage) any of the conduct referred to clause 4.10 below.
- 4.5 The conduct referred to clause 4.9 above means any matter listed in paragraph 10 of part C of the ICC booklet entitled "Code of Conduct, Standard Playing Conditions and Other Regulations" and appendix A to the Code of Conduct Commission Terms of Reference (including any amendments or variations made from time to time).
- 4.6 The obligation contained in this clause is without prejudice to and shall be performed in conjunction with any other matching or similar obligation contained in the ICC booklet referred to in clause 4.10 above including, in particular, paragraphs 9 and 10 of part C of that booklet and to paragraph 11 and appendix A to the Code of Conduct Commission Terms of Reference.
- 4.7 The Player agrees to comply with any reasonable request of the ICC, the ICC anti-corruption unit or NZC made in connection with any investigation of him or any other player within his team or an opposing team into corruption under investigation by any of those bodies. For the avoidance of doubt, a request by any such investigating body for disclosure of records or information (whether documentary or not) relating to the Player's affairs (whether personal or business related and including financial or telecommunications matters) shall be reasonable.
- 4.8 The Player agrees to make himself available for questioning at the reasonable request of the investigating body and to answer truthfully any questions put to him, giving full and accurate disclosure of all matters requested, subject to applicable law.
- 4.9 The Player agrees to abide by any requirements of confidentiality requested by the ICC, the ICC anti-corruption unit or NZC in connection with such matters. The ICC, the ICC anti-corruption unit and NZC will comply with the principles of natural justice and take all reasonable steps to ensure the confidentiality of the investigations (except to the extent as may be required by law to be disclosed).
- 4.10 The Player acknowledges that he shall not use or in any way be involved in the use or distribution of illegal drugs. For the avoidance of doubt, illegal drugs shall mean those drugs which are classified as unlawful in New Zealand or in the country in which a Player may be playing from time to time.

- 4.11 The Player acknowledges that doping practices are not in keeping with the spirit of the game of cricket and hereby agrees to be bound by and comply with the terms of the Sports Anti-Doping Rules 2010 (as amended from time to time).

## 5. Major Association's Obligations

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5.1 The Major Association will, during the term of this Playing Agreement:

- (a) Treat the Player fairly and reasonably at all times.
- (b) Provide to the Player such services and access to all facilities (including Major Association fitness advisors, cricket coaching, technical assistance and medical support) as is reasonably required by the Player to train or play for any Major Association Team for which he is selected.
- (c) Pay the Player in accordance with the Master Agreement and Schedule 1 to this Playing Agreement.
- (d) Arrange and meet all reasonable expenses associated with any travel and accommodation necessary for the Player:
  - (i) consequent upon selection for any Major Association Team;
  - (ii) in the performance of any Promotional Activities for a Major Association Sponsor; and
  - (iii) to train and play for any Major Association Team.

and, in particular, including:

- (i) provision of such casual and formal clothing as is reasonably required by the Player for playing, training, travelling and performing Promotional Activities, but not including such items as cricket footwear, socks and trousers;
- (ii) allocations of no less than 4 tickets per player per game for every game involving the Major Association Team to which the Player is selected; and
- (iii) payment of a daily allowance of no less than \$40 per day for every day spent outside of the Player's home town to cover meals and laundry, as follows:
  - The Daily Allowance will be set at \$40 per playing day and \$50 per non match day.
  - A \$10 allowance will be paid for partial travel days e.g. where the Player returns home after lunch.

5.2 Take all necessary steps to educate the Player in relation to his obligations pursuant the policies and regulations set out in clause 4.2.

## 6. Player's Obligations

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6.1 The Player will, during the term of this Playing Agreement:

- (a) Act in a fair and reasonable manner at all times in his dealings with the Major Association.
- (b) Be available for selection to the Major Association Teams.
- (c) Play to the best of his ability and in accordance with NZC Playing Conditions and Regulations (as amended from time to time) and the ICC and NZC Codes of Conduct (where applicable and as may be amended from time to time), and in particular will:
  - (i) Comply with any fitness and rehabilitation programmes as may be prescribed by the Major Association and as may be amended from time to time;
  - (ii) Report promptly, and in a prepared state, for and participate to the best of the Player's ability in all training sessions and matches as required by the Major Association;
  - (iii) Hold a current passport and be eligible to travel overseas and back to New Zealand (including being eligible to obtain any necessary visas for any countries which the Player is required to play in by his Major Association);
  - (iv) Act, dress and behave in a professional manner in accordance with the policies and regulations described in clause 4.2 above when travelling with or assembled with any team to which he is selected.
- (d) Perform Promotional Activities as may be required by the Major Association from time to time.
- (e) Perform Media Activities and not disclose any information or make any comment to the media which may be contrary to the best interests of the Major Association.
- (f) Not act contrary to the best interests of the Major Association.
- (g) At the reasonable request of the Major Association, undertake a full medical examination at any time during the term of this Playing Agreement for the purpose of determining his fitness and ability to play cricket. The Player agrees that all medical reports (including but not limited to the Player's past illness, injury and rehabilitation history) relating to such assessments will be forwarded on request to the Major Association medical adviser.
- (h) Immediately notify the Major Association of any illness or injury which may affect the Player's ability to play cricket.
- (i) Comply with all reasonable directions of the Player's Major Association in respect of the Player's obligations under the terms of this Playing Agreement.

## 7. Property Rights

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- 7.1 The Player acknowledges that NZC and the Major Association own the exclusive rights to the use of their respective names and logos and the names, logos and uniforms of the BLACKCAPS, New Zealand Teams and Major Association Teams respectively, which NZC or the Major Association may require them to wear or be associated with. The Player must not use NZC's or the Major Association's name or logos, outside of playing

for a the Major Association Team, without the prior written approval of NZC or the Major Association, as the case may be.

- 7.2 The Major Association acknowledge that the Player owns his Player Property.
- 7.3 The Player grants, for the term of this Playing Agreement, the Major Association an exclusive licence to use, and sub-licence the use of, his Player Property by associating it with the names, logos and uniforms of the Major Association Teams and/or the names and logos of the Major Association so as to identify that Player as a member of the Major Association Team. For the purposes of this clause, the Player will be identified as a member a team if he is associated with three or more other Players who are members of the same team.
- 7.4 When entering into a licensing agreement with a sponsor, the Major Association must stipulate in that contractual arrangement that, in accordance with clause 8.3, the Player must be identified as a member a team by being associated with three or more other Players who are members of the same team.
- 7.5 The Player acknowledges that, during the term of this Playing Agreement, the Major Association may use the Player's Player Property in connection with the production of material the dominant purpose of which is related to the promotion of cricket in New Zealand including, by way of example:
- (a) The use of the Player's name, image and voice in connection with television, radio, print, outdoor billboards, online banners and other advertisements promoting domestic cricket or the Player's Major Association Team.
  - (b) The use of the Player's name and photograph on trading cards produced by or on behalf of NZC.
  - (c) The use of the Player's name and/or image in publications produced by or on behalf of NZC or the Player's Major Association including:
    - (i) Annual Report.
    - (ii) Player programmes.
    - (iii) Posters published by or on behalf of NZC or the Player's Major Association promoting domestic cricket or the Player's Major Association Team.
- 7.6 In circumstances where clause 8.5 applies, the Player's Player Property may be used by NZC or by the Player's Major Association without the restrictions referred to in clauses 7.3 and 7.4 herein.

## 8. Player Licensing and Merchandising

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- 8.1 The parties agree that NZC and the Major Association have the sole right to produce, and to license others to produce, products designed for sale to the public that use the intellectual property of NZC and the Major Association outlined in clause 8 (**Licensed Products**). Licensed Products may include, but are not limited to, clothing, headwear and other apparel, cricket equipment, memorabilia, back-to-school products (e.g. lunch boxes, school bags, binders, pencils & pens sets), electronic and digital games, novelties, printed products (e.g. calendars, diaries, posters), videos, DVDs and trading cards.



- 8.2 In circumstances where NZC seeks to use a Player's Player Property in connection with any such Licensed Products, the provisions of clause 31 of the Master Agreement will apply.

## 9. Promotional Activities

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- 9.1 The Player will, from time to time, be required by the Major Association to undertake Promotional Activities.
- 9.2 Major Association may require the Player to:
- (a) wear or use Major Association Sponsors' products and services while:
    - (i) training or playing for the Major Association Team;
    - (ii) travelling with or assembled with the Major Association Team (including travel to and from team assembly); and
    - (iii) performing Promotional Activities;
  - (b) attend photographic, filming or recording sessions for the Major Association or for Major Association Sponsors;
  - (c) attend activities and functions to promote Major Association Sponsors;
  - (d) perform educational visits and public relations and charitable activities;
  - (e) attend Major Association functions or functions hosted by any club or other organisation hosting the Major Association Team; and
  - (f) attend other activities as reasonably directed by the Major Association from time to time.
- 9.3 The Player will also attend and give media interviews as reasonably directed by the Major Association from time to time. If such interviews are associated with the Player's normal playing activities (by way of example, a post-match interview by the Player) such activity will not be classified as a Promotional Activity to which the provisions of clause 9.6 herein apply. However, in the event that the interview is more in the way of a promotional nature (by way of example, a Player being requested by the Major Association to appear on a broadcast sports show) this activity will be classified as a Promotional Activity to which clauses 9.6 and 9.7 will apply.
- 9.4 If the Player is required to perform any Promotional Activity at any time other than when the Player is assembled with the Major Association Team, the Major Association must give the Player 14 days' notice of that requirement.
- 9.5 The Player may request the Major Association's consent to be excused from performing any Promotional Activity. Major Association will not unreasonably withhold consent to such a request.
- 9.6 During the term of this Playing Agreement, the Player may be required to perform a maximum of:

- (a) Five (5) Promotional Activity appearances for a Major Association Sponsor or Broadcaster;
  - (b) Six (6) Promotional Activity appearances where the genuine and dominant purpose is the promotion of cricket;
  - (c) One (1) appearance for the purpose of filming a television advertisement for a Major Association Sponsor or Broadcaster;
  - (d) One (1) appearance for the purpose of recording a radio advertisement for a Major Association Sponsor or Broadcaster or for the purpose of promoting cricket;
  - (e) One (1) appearance in printed media for a Major Association Sponsor or Broadcaster or for the purpose of promoting cricket;
  - (f) One (1) appearance for the purpose of filming a segment for a Major Association to be broadcast on the at-ground big screen during a match involving the Player's Major Association Team; and
  - (g) Three (3) interviews for a Major Association to be featured on that Major Association's official website and for the purpose of promoting cricket.
- 9.7 The duration of a single Player appearance, as referred to in clause 9.6, shall not continue for a period exceeding four (4) hours, excluding the Player's travel time.
- 9.8 In respect of any obligation where a Player is required to autograph bats, shirts, posters or other items, no Player shall be required to participate for more than two hours or to sign more than 200 items unless the CPA consents to this limit being increased.
- 9.9 From time to time, whilst the Player is a member of and assembled with the Player's Major Association Team, he may be requested by the Major Association (through team management) to participate in on-ground autograph sessions, usually prior to or after completion of play during a cricket match. The Player will comply with all such reasonable requests. For the sake of clarity, this activity will have no application in respect of the Player undertaking Promotional Activities and, in particular, the provisions of clause 9.6 above.
- 9.10 For the sake of clarity, NZC shall be entitled to require the Player to undertake Promotional Activities with or without the involvement of other Players.

## 10. Personal Promotions

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- 10.1 The Player may, during the term of this Playing Agreement, perform a Personal Promotion unless:
- (a) Such promotion is likely to give the impression that a third person or a third person's goods or services have the sponsorship of or approval of, or are in any way endorsed by the Major Association or the Major Association Team; or
  - (b) The promotion involves the use (whether directly or indirectly or whether by the Player or anyone else) of the intellectual property of the Major Association without the express prior consent of the Major Association (as the case may be); or
  - (c) The promotion will or may potentially place the Major Association in breach of contract with a Major Association Sponsor; or

- (d) The promotion will cause the Player to breach his obligations under this Playing Agreement and/or under the Master Agreement.

10.2 Where a Player wishes to perform a Personal Promotion:

- (a) Prior to undertaking that promotion the Player must notify his Major Association in writing.
- (b) In such written notification, the Player must provide full and accurate information to his Major Association, including disclosing the nature and material details of the proposed promotion (but he shall not be required to disclose payment or consideration).
- (c) The Major Association, shall, within two working days, acknowledge receipt of such notice.
- (d) Where reasonably possible, the Major Association shall at the same time indicate whether or not it takes objection to the proposed Personal Promotion (on the basis that it may breach one of the provisions contained in clause 10.1 above).
- (e) If the Major Association wishes to object to such promotion then notification of that objection, and the reasons for such objection, should be given within five working days of receipt of full and accurate written notification by the Player of the proposed promotion.
- (f) If the Major Association objects to the proposed Personal Promotion then the dispute resolution provisions of clause 30 of the Master Agreement shall apply.

## 11. **Misconduct In The Course Of A Match**

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- 11.1 If the Player is participating in any Domestic Competition match during the term of this Playing Agreement, any allegations relating to the Player's conduct will be dealt with in accordance with the NZC Code of Conduct or, where the Player is involved in club cricket, the relevant Major or District Association's Code of Conduct (as the case may be).

## 12. **Other Misconduct**

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- 12.1 Any conduct which occurs other than in the course of a cricket match may constitute misconduct relevant to the relationship between the Player and the Major Association.

12.2 The following are examples of conduct which will constitute serious misconduct:

- (a) Knowingly accepting or assisting a bribe (whether directly or indirectly), or otherwise agreeing not to play any game of cricket to the best of the Player's ability;
- (b) Betting or gambling (or causing another person to bet or gamble on the Player's behalf) on the outcome, milestones or any contingent events of any game of cricket in which the Player plays;
- (c) Committing any doping offence in breach of any ICC or NZC anti-doping rules or as may apply from time to time;

- (d) Knowingly making a false or incomplete representation concerning the Player's ability to perform the Player's obligations under this Playing Agreement;
- (e) Committing an offence, which is punishable by a period of imprisonment of two years or more.

12.3 Depending on the seriousness, examples of certain other conduct by the Player which may amount to serious misconduct include (but are not limited to):

- (a) Refusing, or failing without satisfactory excuse, to participate fully in any training session or team assembly which the Player is required to attend as a result of selection for the Major Association Team.
- (b) Unreasonably refusing to perform any promotional activities.
- (c) Breaching the Player's confidentiality obligations under clause 15 of this Playing Agreement.
- (d) Being suspended from playing cricket for a period in excess of two months.
- (e) Any conduct in breach of clause 6.1(f) or 6.1(g) of this Playing Agreement.
- (f) Breach of a requirement to seek consent.
- (g) More than one instance of misconduct (which is not necessarily serious misconduct the first time it occurs but which, cumulatively, may be deemed to constitute serious misconduct).

12.4 Where the Major Association determines that the Player has committed serious misconduct it may, in its discretion:

- (a) Terminate this Playing Agreement with immediate effect; or
- (b) Direct the Player to pay a fine of up to \$500 within 7 days; and/or
- (c) Warn and counsel the Player.

12.5 Examples of conduct by the Player which are not likely to be regarded as serious misconduct but may amount to ordinary misconduct include (but are not limited to):

- (a) Failure to attend training or to participate fully in any training session.
- (b) Failure to assemble for team as directed.
- (c) Failure to attend promotional activities.
- (d) Failure to adhere to any fitness programme issued by the Player's Major Association.
- (e) Failure to comply with any rehabilitation programme issued by the Player's Major Association.

12.6 Where the Major Association determines that the Player has committed an act of ordinary misconduct it may, in its discretion:

- (a) Direct the Player to pay a fine of up to \$100; and/or
- (b) Warn or counsel the Player.

12.7 Where the Major Association directs the Player to pay a fine under this clause the Player consents to the Major Association deducting the amount of that fine from any other payment which it is required to be paid to that Player by the Major Association.

### **13. Process For Investigation Of Misconduct**

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13.1 Where the Major Association considers that the Player may have committed serious misconduct:

- (a) The Major Association must immediately provide the Player with written notice of the alleged conduct and state whether, if substantiated, the allegations would amount to serious misconduct. The Player must within seven days of receiving the notice advise the Major Association whether or not he admits the conduct and, if so, whether he admits that the conduct amounts to serious misconduct.
- (b) In the event the Player does not respond to the notice within seven days, or if the Player does not admit the conduct and the nature of the conduct alleged to have occurred, the Major Association must conduct an investigation to determine whether the alleged conduct has occurred and, if so, whether that conduct amounts to serious misconduct. This investigation should be initiated within seven days of the date of the Player's response to the notice and completed as soon as possible. In the event that the Player fails or refuses to respond to the Major Association as required by the Major Association during the investigation process then the Major Association is entitled to complete its investigation and make a decision based on the information it has at that time.
- (c) In conducting its investigation the Major Association may follow its own procedure, but must comply with the requirements of natural justice at all times.
- (d) At the conclusion of its investigation the Major Association must prepare a report summarising its findings and, if relevant, specifying any penalty to be imposed (in accordance with clause 12.4 or 12.6) and must provide a copy of this report to the Player.
- (e) Where it considers that serious misconduct has occurred the Major Association may, in its discretion, impose any of the penalties set out in clause 12.4.
- (f) A Player may challenge the finding or the penalty imposed by the Major Association by using the procedures in clause 14.

13.2 Where the Major Association considers that the Player may have committed ordinary misconduct:

- (a) The manager of the team for which the Player was selected at the time of the alleged misconduct, or some other person designated by the Major Association, must as soon as is reasonably possible inform the Player of the allegation and must, within 72 hours thereafter and in a manner consistent with the requirements of natural justice, carry out an investigation to determine whether the alleged misconduct has occurred.

- (b) If, following that investigation, the manager or the other designated person determines that the Player has committed an act of ordinary misconduct, he or she may impose any of the penalties set out in clause 12.6.
- (c) The Player may challenge the finding of the manager or any other designated person, or any penalty (or penalties) imposed, by using the procedures in clause 14.

## 14. Resolution Of Problems And Disputes

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- 14.1 The Major Association acknowledges that, from time to time, problems or disputes may arise in the relationship between them and the Player. This clause is intended to apply in the event of any such problem or dispute.
- 14.2 In the first instance, the Major Association and the Player agree that each of them will act in good faith to attempt to resolve the problem or dispute by consultation and negotiation.
- 14.3 In the event that resolution is not possible within a reasonable time by way of such consultation and negotiation, the parties will follow the procedures set out in clause 30 of the Master Agreement.

## 15. Confidentiality

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- 15.1 The Player agrees that confidential information or trade secrets relating to the business of the Major Association or its Sponsors are confidential and must not be disclosed without the consent of the Major Association. The Player must ensure that his agent and representatives comply with the obligation of confidentiality under this clause.

## 16. Remuneration

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- 16.1 The Player will be entitled to receive Match Fees and other fees in accordance with the Master Agreement when selected for the Major Association Team.
- 16.2 In addition, the Player shall be entitled to such additional remuneration as may be set out in Schedule 1.
- 16.3 The Player is entitled to share in prize money won by the Major Association Team of which he is a member, in accordance with any team protocol for such sharing.
- 16.4 The Player agrees that the Major Association will be entitled to deduct, from the Player's remuneration, tax and any other deductions required by law.
- 16.5 The Player agrees that the Major Association may also deduct from the Player's remuneration:
  - (a) such amounts as the Player agrees are owing to the Major Association;
  - (b) any outstanding fines that have been properly imposed against the Player pursuant to the Master Agreement or this Playing Agreement or under the rules, codes and/or policies referred to in clause 4.2.

- 16.6 For the avoidance of doubt, any payments referred to in this Playing Agreement shall be inclusive of GST (if applicable).

## 17. Injury and Illness

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- 17.1 The Player must maintain at his own cost "top level" health insurance (including full surgical and specialist care coverage) for the term of this Playing Agreement.
- 17.2 Provided that the Player complies with clause 17.1 above, in the event that the Player injures himself or becomes ill in the course of fulfilling his obligations under this Playing Agreement, the Major Association will meet all reasonable costs of rehabilitation (less any costs that are covered by ACC legislation or the Player's own medical insurance).
- 17.3 If the Player is injured as set out in clause 17.2 above, the Player shall attend the medical practitioner nominated by the Major Association.

## 18. Independent Advice

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- 18.1 The Player is entitled to have a reasonable opportunity to obtain independent professional advice prior to entering into this Playing Agreement and in respect of any issue arising out of this Playing Agreement.

## 19. Selection

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- 19.1 The Players may, during the term of this Playing Agreement, be selected to train and play cricket for the Major Association Team.
- 19.2 The Major Association must provide the Player with notice of his selection. This notification may be made orally, or in writing.
- 19.3 The Player shall be deemed to be selected for the Major Association Team from the time of receipt of the notice referred to in clause 19.2.

## 20. International Selection

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- 20.1 In the event that the Player is selected to play international cricket for his country during the term of this Player Agreement, then subject to this clause he shall be entitled to be released by the Major Association for the same.
- 20.2 In the event that clause 20.1 above applies, any retainer payment that the Player might be entitled to receive under the terms of this Playing Agreement will be adjusted on a pro rata basis to take into account any time the Player is unavailable to play for the Major Association during this period.

## 21. Termination

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- 21.1 In the event that the Player is prevented from playing for the Major Association for a minimum of four (4) weeks as a result of international selection, the Major Association shall be entitled to terminate this Playing Agreement immediately upon giving written notice to the Player.

- 21.2 Any amounts due and owing to the Player as at the time of termination will be allocated pro rata, and the Player shall also be entitled to receive payment for any additional remuneration he may be entitled to on a pro rata basis up to the date of termination.

## 22. Interpretation

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- 22.1 In this agreement the singular includes the plural and vice versa and words including any gender include the other gender.

- 22.2 **Definitions/capitalised terms** in this Playing Agreement, unless the context otherwise requires:

**“Broadcasters”** means a party with whom NZC or a Major Association has entered into, or in the future enters into, an agreement for the recording and broadcasting of any match played by the BLACKCAPS, a New Zealand Team or a Major Association Team.

**“Major Association Team”** means a team selected by a Major Association.

**“Major Association Sponsor”** means a party (existing or future) with whom Major Association has entered or in the future enters into an agreement for the promotion of goods or services by the Major Association.

**“Master Agreement”** means the Master Agreement (as amended from time to time) executed between NZC, all New Zealand Major Associations and the CPA.

**“Media Activities”** means media interviews with television, radio, print or multi-media journalists, in particular whilst the Player is assembled with the BLACKCAPS, a New Zealand Team or the Major Association Team but also, from time to time, outside of this time but within the term of this Playing Agreement.

**“NZC Sponsor”** means a party (existing or future) with whom NZC has entered or in the future enters into an agreement for the promotion of goods or services by NZC (and for the avoidance of doubt includes Broadcasters).

**“Personal Promotion”** means any activity undertaken by the Player which involves the Player either:

- (a) endorsing or promoting goods or services; or
- (b) writing articles, books or other publications (including internet media publications and maintaining an internet site);

other than in his capacity as a member of the BLACKCAPS, a New Zealand Team or a Major Association Team, and in a way which may involve use of his Player Property.

**“Promotional Activities”** means activities of the nature described in clauses 9.6.



**EXECUTION**

**Signed** for and on behalf of the **[insert  
Major Association]** in the presence of: )  
)

.....

.....

Date:

**Signed** by **[insert Player]** in the presence )  
of: )

.....

.....

Date:

## SCHEDULE 1

