



WELSH RUGBY UNION LIMITED Player / Agent Model Agreement

Date: 201

Player _____

Player's Address _____

Player's Present Club _____

Agent _____

Agent's Address _____

Start Date _____

End Date _____ (no more than 2 years from Start Date)

Notice of Termination _____ (suggested 1 month within the first 3 months and thereafter 3 months notice)

Agent's Territory for Representation _____

Agent's Fee:

- (a) Contract Percentage _____ (between 2 and 10%, usually 4-5%)
- (b) Fixed Sum _____ (strike out if inapplicable)
- (c) Hourly Rate (Commercial Rights) _____ (strike out if inapplicable)
- (d) Hourly Rate (Arranging Services) _____ (strike out if inapplicable)
- (e) Commercial Rights Percentage _____ (usually 20%)

SIGNED by the Player

.....

Date.....

SIGNED by the Agent

.....

Date.....



1. Definitions

In this Agreement the following expressions have the meanings set out below:

“**Agreement**” means this Player / Agent agency agreement (including any amendments which may be agreed between the parties);

“**Club**” means a club admitted into membership of the WRU and includes any union, league or association of such clubs;

“**Commercial Rights**” means the income producing activities and opportunities which are or may become available to the Player arising from the Player’s name, image and reputation;

“**IRB**” means the International Rugby Board;

“**Game**” means the game of Rugby Union Football;

“**Playing Contract**” means a contract between the Player and a Club under which the Player agrees to play the Game for that Club; and

“**WRU**” means The Welsh Rugby Union Limited.

2. Introduction

2.1 The Player is a player of the Game.

2.2 The Agent is a licensed registered Agent with the WRU and acts as an employment agent.

2.3 The Player wishes to appoint the Agent, and the Agent has agreed to act, as the Player’s sole and exclusive agent in order to represent the Player’s interests in accordance with the terms of this Agreement.

3. Appointment as agent

3.1 The Player hereby appoints the Agent as the Player’s sole and exclusive agent within the Agent’s Territory for Representation and the Agent agrees to assist and to act on the Player’s behalf in accordance with the terms of this Agreement.



- 3.2 The Agent will comply with his duties under this Agreement in accordance with the generally recognised and accepted standards for the provision of professional sports management services, acting with due care, skill and diligence, and at all times with good faith and in the best interests of the Player.
- 3.3 The Agent will not enter into any contracts on behalf of the Player or bind the Player in any way without first obtaining the Player's approval (preferably written) of the terms of such contract or other binding arrangement.
- 3.4 Subject to the provisions of this Agreement and to any reasonable directions which may be given from time to time by the Player, the Agent may perform the Agent's duties under this Agreement as the Agent thinks fit.
- 3.5 The relationship between the Player and Agent is one of principal and agent respectively.

4. Term of appointment

This Agreement will come into force on the Start Date and will continue in force, subject to clause 10, until the End Date.

5. Agent's duties

- 5.1 The Agent will use all reasonable endeavours to negotiate and secure on behalf of the Player:
- (a) a Playing Contract with a Club (in the course of which the Agent will be acting as an employment agent); and
 - (b) promotional, sponsorship or other opportunities with any person of suitable standing arising from the Commercial Rights.
- 5.2 Either before or at the time of confirming any offer of employment to the Player, the Agent will supply the Player with the following information:
- (a) the date on which employment would begin;
 - (b) the duration or likely duration of employment;
 - (c) the termination or reduction of earnings provisions relating to incapacity through injury and illness;



- (d) the experience, training and skills which the Club considers necessary for the employment;
 - (e) any expenses payable by or to the Player;
 - (f) the minimum rate of remuneration and any other benefits which the Club would offer, and the intervals at which the Player would be paid; and
 - (g) the length of notice which the Player would be required to give, and entitled to receive in order to terminate the employment.
- 5.3 The Agent will (without liability for the quality of any third party services accessed and arranged) access and arrange, if requested, and otherwise where appropriate will notify the Player of the need to access and arrange, appropriate legal, financial, superannuation, taxation, insurance and other professional advice and services.
- 5.4 The Agent agrees:
- (a) to keep the Player fully informed and regularly report (in writing if requested) in relation to any activities carried out by the Agent on the Player's behalf, including:
 - (i) providing full details of any negotiations carried out; and
 - (ii) meeting with the Player personally on a regular basis as may be reasonably requested by the Player;
 - (b) to maintain confidentiality in relation to the Player's personal and business affairs;
 - (c) to inform the Player of any formal or informal relationship which the Agent may have with any third party which is involved or potentially interested in any negotiations, transactions or arrangements being conducted or arranged by the Agent on behalf of the Player;
 - (d) to comply in all respects with the WRU Rules and Regulations as amended from time to time and with all applicable laws and regulations;
 - (e) to remain registered with the WRU;



- (f) to maintain appropriate professional indemnity insurance against liability arising under or connected with the performance of this Agreement; and
- (g) to keep appropriate and adequate records relating to the performance of this Agreement, and to allow the Player or the Player's representatives to inspect such records from time to time on reasonable notice.

6. Player's duties

6.1 The Player undertakes to the Agent that:

- (a) the Player shall take all other reasonable steps necessary to assist the Agent in carrying out the Agent's duties under this Agreement; including:
 - (i) responding promptly to telephone calls and requests to attend at the Agent's offices for consultation and to provide instructions;
 - (ii) attending all meetings at the appointed time as reasonably notified by the Agent;
 - (iii) attending and undertaking press and promotional interviews and appearances as arranged by the Agent;
 - (iv) keeping the Agent informed of the Player's current contact details including address and telephone numbers;
 - (v) participating as a player of the Game to the best of the Player's ability in compliance with WRU Rules and Regulations and IRB Regulations as amended from time to time; and
 - (vi) acting in accordance with the Player's obligations under any relevant Playing Contract; and
- (b) the Player shall take any necessary and reasonable steps to enable the Agent to market the Commercial Rights in accordance with this Agreement.

6.2 The Player will, if requested by the Agent, provide:

- (a) confirmation of the Player's identity in the form of appropriate documentary evidence;



- (b) true and correct evidence of the Player's experience, training and membership of his Club;
 - (c) confirmation (in writing if requested) that the Player is willing to be employed to play the Game; and
 - (d) confirmation (in writing if requested) that there are no circumstances or any facts that might jeopardise the Player's ability to play the Game (of which the Player has not informed the Agent).
- 6.3 If the Player becomes aware of any circumstance or fact at any time, even after having begun employment with a Club, which might jeopardise the Player's ability to play the Game, the Player shall forthwith inform the Agent.

7. Agent's fee

- 7.1 The Player is not liable to pay any fee, commission or other remuneration to the Agent except in accordance with this clause.
- 7.2 If, during the term of this Agreement, the Agent in acting as an employment agency seeking employment for the Player, successfully negotiates and secures a Playing Contract (which the Player then enters into), the Player will pay to the Agent:
- (a) a percentage equal to the Contract Percentage (if such is specified on the front page of this Agreement) of all basic salary pursuant to the Playing Contract until the expiry or termination of the Playing Contract, notwithstanding that this Agreement may terminate prior to that time; and
 - (i) the Contract Percentage payment will fall due to be paid in instalments in accordance with the actual receipt by the Player of each individual salary or other payment under the Playing Contract, and in each case the Player will then be liable to make a payment equivalent to the percentage specified in sub-clause (a) above of such individual salary or other payment actually received; and
 - (ii) the Player will not be entitled to any rebate from the Agent of the Contract Percentage payment in any circumstances unless otherwise agreed in writing;
 - (b) the Fixed Sum (if such is specified on the front page of this Agreement), such



payment to fall due following receipt by the Player of monies greater than that payment under the Playing Contract; but if the Playing Contract is terminated within the first year of its term otherwise than as a result of the Player giving notice of termination, the Player will be entitled to a rebate from the Agent equal to the proportion of the payment due under this clause which is equivalent to the proportion of the first year of the term of the Playing Contract which has not been completed.

- 7.3 No fee will be payable pursuant to clause 7.2 in the case of a renewal or extension of a Playing Contract unless the Agent has negotiated such renewal or extension during the term of this Agreement.
- 7.4 The Player will pay to the Agent a percentage equal to the Commercial Rights Percentage (if such is specified on the front page of this Agreement) of all gross income received by the Player as a direct result of the securing by the Agent during the term of this Agreement of promotional, sponsorship or other opportunities arising from the Commercial Rights pursuant to clause 5.1(b), such payment to fall due on the actual receipt by the Player of such income.
- 7.5 The Player will pay to the Agent an hourly rate equal to the Hourly Rate (Commercial Rights) (if such is specified on the front page of this Agreement) for each hour spent by the Agent performing duties pursuant to clause 5.1(b).
- 7.6 The Player will pay to the Agent an hourly rate equal to the Hourly Rate (Arranging Services) (if such is specified on the front page of this Agreement) for each hour spent by the Agent performing duties pursuant to clause 5.3.
- 7.7 The Player will provide the Agent with all relevant and necessary information concerning the Player's earnings under a Playing Contract or arising from promotional, sponsorship or other opportunities obtained by the Agent pursuant to clause 5.1(b) in order to allow the Agent to invoice the Player in accordance with clause 7.8.
- 7.8 The Agent will invoice the Player on a monthly basis setting out fully the basis for any charge and, where appropriate, the details of any work carried out by the Agent for which the Agent is entitled to be paid.
- 7.9 All sums payable under this Agreement are exclusive of VAT or other applicable sale tax, which, if applicable, shall be payable by the Player and invoiced by the Agent at the prevailing rate.



8. Agent's authority

- 8.1 In relation to any negotiation or transaction concerning the Player, the Agent will not hold out or permit any other person to hold out the Agent as, or do any act which might create the impression that the Agent is, acting in any other capacity than as Agent for the Player.
- 8.2 The Agent has no authority to, and shall not take part in, any dispute, nor defend, settle or make any admission concerning any dispute or claim relating to the Player without the Player's express authority.
- 8.3 The Agent may receive monies on behalf of the Player only if specifically authorised in writing by the Player and only in relation to those specific types of monies so notified by the Player.
- 8.4 The Agent may only deduct any payments due to the Agent pursuant to clause 7 from any monies received on behalf of the Player if the Player provides specific written consent to that effect (and only if such monies are received in accordance with the authority offered by the Player pursuant to clause 8.3).

9. Liability

The Agent agrees to bear the cost of and hold the Player harmless against all material liabilities incurred by the Player as a result of any negligence or failure to perform the Agent's duties in accordance with clause 3.2.

10. Termination

- 10.1 Either party to this Agreement may terminate it by giving notice in writing to the other party of a period not less than that specified as the Notice of Termination on the front page of this Agreement.
- 10.2 If a party is in material breach of that party's obligations under this Agreement then the other party may either:
- (a) terminate this Agreement by giving the party in material breach 7 days' written notice; or
 - (b) require by written notice that the party in material breach remedy that breach within a period of 7 days of the date of that notice, failing which the other party



has the option (for a further period of 7 days) to terminate this Agreement forthwith by giving written notice to the party in breach.

- 10.3 This Agreement will come to an immediate end should the Agent's registration by the WRU for any reason be revoked or not renewed.
- 10.4 For the avoidance of doubt, any liability the Player may have to pay the Agent pursuant to clause 7 must be met by the Player in accordance with clause 7 even should this Agreement be terminated.

11. Disputes

In the event of any dispute arising between the parties as to the interpretation or effect of this Agreement or as to either party's compliance with the terms of this Agreement, either party may refer the dispute to a mediator. The mediator should be an independent person agreed by the parties and in the absence of agreement will be appointed by the Sports Dispute Resolution Panel. If the issue is not resolved by mediation then it shall be referred to the arbitrator appointed by the Sports Dispute Resolution Panel in which case the decision of such person in relation to that dispute shall be final and binding.

12. Independent advice

The Agent confirms that prior to entering into this Agreement the Agent advised the Player in writing to seek the advice of the Professional Rugby Players Association, an independent solicitor or an independent financial adviser.

13. Notices

- 13.1 Any notice to be given under this Agreement shall be in writing and delivered personally or sent by first class post to:
- (a) in the case of the Agent, the Agent's place of business for the time being;
 - (b) in the case of the Player, the Player's last known residential address.
- 13.2 Any such notice will be deemed to have been served if delivered in person at the time of delivery, or if sent by post, 48 hours after it was posted.



14. Miscellaneous

- 14.1 This Agreement is personal between the Player and the Agent, and this Agreement or any duties, rights or interests created under this Agreement may only be assigned or transferred with the Player's consent.
- 14.2 No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall restrict that party's rights nor will any waiver by a party of that party's rights operate as a waiver of any subsequent breach.
- 14.3 This document contains the entire agreement of the parties. It may not be changed by oral agreement but only in writing signed by both parties.
- 14.4 This Agreement will be governed by and construed in accordance with the laws of England and Wales and will be subject to the jurisdiction of the English courts.