

# THE RUGBY LEAGUE PLAYER AGENT

## Introduction

A Rugby League Playing Contract can be a complex, detailed document, so too can the Management Agreement between a Player and his Agent. There are a few simple precautions to follow, so that you understand entirely the commitment of the Agent and the Player and to ensure that your agreement is accepted by the rugby league's regulatory body - the Rugby League Accredited Player Agent Scheme.

You may only sign with an Accredited Agent. Ask any Agent who approaches you if he/she is accredited then check if his/her name appears on the list published on the NRL and Rugby League Players Association websites. Go to [www.nrl.com.au](http://www.nrl.com.au) or [www.rlpa.com.au](http://www.rlpa.com.au).

## Player and Agent Contract

When you sign with an Agent, you are bound to that Agent for the period of the agreement unless there is a mutual termination or one party is found to have materially breached the contract terms. Those obligations and termination process is clearly made out in the Standard Player Agent Agreement.

The most common complaint, and reason for termination, is lack of communication by the Agent. The standard contract states that an Agent must have face-to-face contact with the player at least twice each year.

There are three options you can choose when negotiating the fees payable to the Agent;

- 1) On a percentage basis over the term of the agreement.
- 2) On a flat fee basis.
- 3) Or on an agreed hourly rate.

You are bound to pay the agreed commission on your earnings from any contract negotiated by your Agent during the term of your agreement, irrespective if the Playing Contract exceeds beyond the end date of your Player-Agent Agreement. (Part 5 (f) (i) of the Management Agreement outlines this in more detail.)

There is no obligation for a Player to have an Agent however if he elects to do so the Agent must be accredited. A parent or family member can act as an Agent for a Player without being an Accredited Agent.

If an Agent is no longer accredited (he may not renew his accreditation or may have it revoked) then the Player has the ability to terminate the agreement and the Player is free to find a new Agent if he so chooses.

An Agent can only use the approved 'Standard Player Agent Agreement' which bears the NRL logo with the words 'Accredited Player Agent' on the cover page.

Read carefully every clause of the agreement. You must be provided with the copy of the agreement within 28 days of signing it and the Agent is then bound to provide the notification page (that you will see at the end of the contract) to the Operations Manager of the RLAPAS. Always retain your copy of your agreement in a safe place. Any Player under the age of 18 must have his agreement signed and authorised by a guardian.

## What commission should I pay an Agent?

The fees charged by Agents are not fixed or regulated and can be negotiated at the time of entering into the Management Agreement with the Agent. The standard commission charged by an Agent on any Playing Contract is generally around 6-7%. Agents generally will charge no fees until an income threshold of \$10k is reached however some Agents charge a small annual fee until that threshold is reached.

Agents generally charge between 10% and 20% of any sponsorship or non-football income you receive.

An Agent is not able to charge commission on certain allowances you earn - i.e. housing allowance or employment/education allowances. (Part 5 (b) (i) of the Management Agreement outlines this in more detail).

There have been cases where Agents have attempted to charge commission on allowances. If this happens report it immediately to the Agent Accreditation Scheme Operations Manager Paul Massey on 0437 600 200 or at [pmassey@nrl.com.au](mailto:pmassey@nrl.com.au)

If your Agent's Fees are paid by direct debit by your NRL club, make sure you are aware of what amount is paid and what percentage of your non-allowance income it represents. You also need to sign a separate document giving permission for the club to direct debit your Agent's Fees.

### Can I negotiate directly with my Club even though I have an Agent?

The answer is 'no'. Once you sign an agreement with an Agent, you authorise your Agent to exclusively represent you in contract negotiations.

A Club should not deal directly with you when it comes to contract negotiations unless your Agent has given you or the Club authority to do so.

Naturally, you want to have good communication with your Club and be able to talk freely with them but it is your responsibility to make your Agent aware of any direct dealings you or your Club instigate.

Likewise, it is the obligation of the Agent to inform you of any dealings he/she has with your Club or any other Club on your behalf.

If you feel an Agent has not relayed negotiation information to you or has not truly relayed information from you to representatives of any Club, contact Paul Massey with your concerns.

### Can I terminate the agreement with my Agent if I am not happy with the job he is doing?

It is not that simple. The Management Agreement permits a Player to terminate the agreement if the Agent is in breach of 'a material obligation' of the agreement. (The termination rights and process is clearly outlined in part 6 of the Management Agreement)

One of those obligations is that your Agent must have contact with you, in person, at least twice every year of the agreement. If he fails to do this, you may have a right to terminate.

If an Agent fails to continue his accreditation, becomes bankrupt or fails to operate as an Agent for two months (see also Agent Obligations in agreement) you may by giving him/her seven days' notice, terminate your agreement.

If you feel your Agent is not doing the job you want, contact them and talk to him/her. If you leave messages and he/she does not return them, email or write a letter to your Agent. If you can still make no progress with your issues, contact Paul Massey and advise him of the issue. You may have a case to end your Agreement.

You cannot simply give your Agent notice that you are not happy and are leaving him. Unless it is confirmed by the Operations Manager that a termination has been granted, another Agent is unable to, negotiate a new Agreement with you, nor represent you at a Club.

This is why you must give good thought and get good advice about which Agent to sign with, and how long to sign for because it isn't as easy as walking away whenever you feel like it.

If you are not sure of when the agreement with your Agent finishes, you can call Paul Massey on 0437 600 200 to confirm. Every agreement is registered in the accreditation scheme data base.

### Contacts

Should you have any inquiries regarding your Agent or anything relating to the Agent Accreditations Scheme please feel free to contact Paul Massey on 0437 600 200 or at [pmassey@nrl.com.au](mailto:pmassey@nrl.com.au)

#### Important Note

All information contained in this booklet or delivered in workshops are not meant to substitute for the official contracts, codes or procedures of the NRL, Clubs or associated bodies such as ASADA. Players should not rely on this information alone in dealing with contractual or other NRL related issues. It is recommended that players refer to appropriate documents in full and that they seek their own professional advice before entering into any contracts.