

RFU REGULATIONS

RFU REGULATION 8 – AGENTS (APPENDIX 1)

KEY MANDATORY Provisions to be included in all Registered Agents' Agreements with Players (IF NOT USING IRFU/RFU/WRU MODEL CONTRACT).

The following provisions must be included in any representation agreement between a Registered Agent and a Player:

1. The Agent is a licensed Registered Agent with the IRFU, RFU or WRU and acts as an employment agent in an applicable transaction.
2. The Agent agrees to act as the Player's agent in order to represent the Player's interest in any transaction.
3. The Agent will not enter into any contract 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.
4. The Agent must disclose in writing to the Player any relevant formal or informal relationships the Agent may have or have had with any other party to a transaction within 14 days of the Agent becoming aware of any such relationship.
5. The Agreement must be for a fixed term of a maximum of 2 years and there should be no automatic roll-over or renewal provision.
6. The Agent agrees to comply 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.
7. The Agent agrees to comply in all respects with the IRFU, RFU or WRU's Rules, Regulations and World Rugby Regulations and Byelaws as amended from time to time and all applicable Laws and Regulations.
8. Either before or at the time of confirming any offer of employment to the Player, the Agent will supply the Player with the information listed below and ensure that this information is set out in the Player's employment contract:
 - (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) any expenses payable by or to the Player;
 - (e) the minimum rate of remuneration and any other benefits which the Club would offer, and the intervals at which the Player would be paid;
 - (f) the length of notice which the Player would be required to give, and entitled to

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Effective from 1 August 2018

receive in order to terminate the employment; and

- (g) any material provisions in the contract which could adversely impact on the Player.
9. The Agent will (without liability for the quality of any third party services accessed and arranged) advise the Player to obtain independent advice prior to execution of any Agreement.
10. 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 remain registered with the IRFU, RFU or WRU;
 - (d) to maintain appropriate professional indemnity insurance against liability arising under or connected with the performance of the Agreement to such level determined by the Registering Union; and
 - (e) to keep appropriate and adequate professional accounts relating to the performance of the Agreement, and to allow the Player or the Player's representatives to inspect such accounts and relevant records from time to time on reasonable notice.
11. The Agreement may only be assigned or transferred with the Player's written consent.