



Guidance Note - Termination of a Player and Agent Agreement

1 Introduction

- 1.1 A standard Player and Agent Agreement and standard Young Player and Agent Agreement can terminate in several ways:
- (a) Upon its expiry date; or
 - (b) By mutual agreement between the parties (on such terms as agreed between the parties); or
 - (c) Under the current standard Player and Agent Agreement, that is the Player and Agent Agreements entered into from 1st December 2018, upon three (3) months' written notice following the expiry of the initial two (2) year term; or
 - (d) Under the current standard Young Player and Agent Agreement, that is the Young Player and Agent Agreement entered into from the 1st December 2018, upon three (3) months written notice; or
 - (e) Upon seven (7) days written notice in the event of a material breach by either party.
- 1.2 The fifth scenario (termination for material breach) is an important right that exists for players (and Accredited Agents) in circumstances where either party is in material breach of his/her obligations. However, the termination process in respect to material breaches is the cause of some confusion as to the rights and obligations of players and Accredited Agents and the process followed by the Scheme.
- 1.3 This Guidance Note seeks to clarify the policy and approach of the Accredited Player Agent Scheme in those circumstances. This Guidance Note is not, and should not be taken as, legal advice. As is noted below, players and Accredited Agents should take their own legal advice in respect to their rights and obligations when termination of the Player and Agent Agreement for material breach (or other grounds) is invoked.

2 Player and Agent Agreement

- 2.1 Under the current standard Player and Agent Agreement (and previous versions of the standard Player and Agent Agreement), a player or an Accredited Agent is entitled to terminate the agreement on seven (7) days' written notice in the event his/her Accredited Agent or the player is in material breach of his/her obligations.
- 2.2 This Guidance Note is primarily concerned with scenarios where a player terminates the Player and Agent Agreement for material breach by the Accredited Agent as this is the most common scenario encountered and where most disputes arise.

Accredited Player Agent Scheme

- 2.3 A termination notice is required to be in writing and provided to the player's Accredited Agent (via email or registered address). The termination notice should specify the material breach(es) relied upon by the player. The termination takes effect on the expiry of the seventh day from the date the notice is received by the Accredited Agent (an email is deemed to have been 'received' when it is addressed to the Accredited Agent's registered email address and it leaves the sender's mailbox).
- 2.4 The termination notice can be revoked (by written notice) by the player.
- 2.5 It is important to note that even if the Agent or Agent Employer Entity disputes the termination, that will not prevent the termination from taking effect for the purposes of the Scheme (unless the player revokes the termination). As noted below, this is not a determination of the validity of the termination and does not prevent the Agent from taking legal action to dispute the termination (either before or after the expiry of the termination notice).

3 Notification to Accredited Player Agent Scheme

- 3.1 The Operations Manager is responsible for the maintenance of the Accredited Agent Register which, amongst other things, records the players that are managed by each Accredited Agent. It should be noted that the register is used for information purposes only and is not to be taken as representing or reflecting a determination by the Operations Manager, the RLPA or the NRL as to the legal status of a Player and Agent Agreement or the validity of any purported termination.
- 3.2 The register will be amended following the expiry of the seven (7) days written notice of termination unless the Operations Manager is notified that the player has by written notice to the Accredited Agent, revoked the termination. It is not until the register is amended that a new Player and Agent Agreement with a different Accredited Agent can be received for that player and entered in the register.
- 3.3 It is therefore highly recommended that the Operations Manager is copied into any correspondence relating to the termination, including the termination notice itself. Whilst notifying the Operations Manager is not required for a termination to be valid, the Operations Manager does need to be advised of a termination in order to amend the register (and remove the record of the Accredited Agent as the player agent for that player). A player will be recorded as being represented by the Accredited Agent until the register is amended – therefore notifying the Operations Manager of the termination is an important step in the process.
- 3.4 Importantly, neither the Operations Manager nor the RLPA have any ability or power to 'accept' or 'reject' a notice of termination. It is not the responsibility of the Operations Manager or the RLPA to assess the validity or merits of the termination. It is the player's responsibility to take advice and to ensure that he/she has valid grounds for asserting a material breach. Similarly, it is the responsibility

of the Accredited Agent to take legal advice, if they wish, to take steps to challenge the validity of the termination.

4 Amending the Register

4.1 Following the expiry of the termination notice period, the Operations Manager will amend the Register to record that the Player and Agent Agreement has been terminated and the Accredited Agent no longer represents that player. Once a Player and Agent Agreement is terminated, the player may contract with another Accredited Agent and have a new Player and Agent Agreement recorded in the register.

4.2 Where the Accredited Agent has disputed the validity of the termination (in writing within the 7 day notice period), the Operations Manager will note that on the register, but it will not prevent as a matter of process and for the purposes of the register the termination taking effect nor prevent the player seeking to have another Player and Agent Agreement with a different Accredited Agent entered into the register. Of course, if the Accredited Agent takes steps to challenge the termination and succeeds, the entry into the register of a new Player and Agent Agreement by the player does not affect the legal rights or obligations of the player or Accredited Agent with respect to the termination.

5 RLPA role

5.1 As the players' collective representatives, the RLPA has an important role to advise players of their rights and obligations in these situations. The RLPA's approach is to discuss the situation with the player and to provide advice to him/her about the asserted grounds for the material breach and the process that may result if the player terminates for material breach. Importantly, the RLPA will advise the player of the risks of asserting a material breach if, in fact, in the RLPA's opinion there are not grounds for making that assertion (i.e. the Accredited Agent has not committed a material breach). This will include the player's potential legal liability for an invalid termination as well as the legal and financial risks of potentially being represented by two different Accredited Agents. However, at the end of the day, the player will need to make his/her own decision as to their course of action.

5.2 Unfortunately, the RLPA is not always aware of situations where a player is contemplating terminating for material breach, and a player is entitled to take his own advice on the situation. Whilst the RLPA encourages all players to seek its advice prior to taking action, or their own independent legal advice, that does not always occur. It is recommended that where an Accredited Agent has received a termination notice, he/she informs the Operations Manager and the RLPA immediately so that the RLPA can provide advice to the player, particularly in relation to the potential risks in asserting a material breach where those grounds do not exist.

6 Disputing a termination for Material Breach

- 6.1 An Accredited Agent is entitled to dispute a termination. The Accredited Agent may take action at law or may engage in the dispute resolution processes set out in the applicable Player and Agent Agreement.
- 6.2 However, it is important to note that disputing the termination will not put a 'stay' on that termination taking effect for the administrative purposes of the Scheme as set out above. The agreement will still be recorded as having terminated after seven (7) days' notice and the player may notify a new Player and Agent Agreement which will be recorded in the register.

7 Accredited Agent obligations

- 7.1 The process set out above is an appropriate approach for the Accredited Player Agent Scheme to take in respect to the Rules and for the administration of the Scheme, and it has been endorsed by the Accreditation Board. However, we are not naïve to the fact that unscrupulous Agents may seek to manipulate the process to their advantage, including encouraging players to terminate existing Player and Agent Agreement, despite there being no, or limited, basis for such a termination.
- 7.2 We remind all Accredited Agents of their obligations under the Rules and Code of Conduct, their fiduciary duty, their obligations of honesty and integrity, their obligation not to induce breaches by the players and the specific Rules in relation to approaching and engaging with players who are represented by another Accredited Agent (see section 8 of the Code of Conduct).
- 7.3 Where it is found that any Accredited Agent has acted in breach of his/her duties or the Rules, the Scheme and the NRL will treat such a breach with the utmost seriousness. Further, Accredited Agents should be aware that inducing a player to breach his/her contract or otherwise interfering with the contractual rights of third parties may give rise to legal liabilities.

If you would like to discuss any aspect of this Guidance Note or related matters, please do not hesitate to contact Paul Massey (Operations Manager) or Tim Lythe (RLPA).