



Standard Player Agent Agreement

between:

and

Agreed Version: October 2022

THIS AGREEMENT is made on

BETWEEN: *[Insert Player Name]* of *[Insert Address]* (**Player**)

AND: *[Insert Agent Name]* ABN *[insert ABN]* of *[Insert Address]* (**Agent**)¹

BACKGROUND

- A The Player is or desires to become a professional cricketer.
- B The Individual Accredited Agent provides, or intends to provide, management services to professional cricketers and is accredited under the ACA Player Agent Accreditation Scheme.
- C The Player wishes to engage the Individual Accredited Agent to provide athlete management services to the Player as set out in this Agreement.
- D This Agreement sets out the terms and conditions of engagement between the parties.

IT IS AGREED AS FOLLOWS

1 Definitions and Interpretation

1.1 Definitions

In this Agreement (including the schedules) unless the context otherwise requires:

ACA means Australian Cricket Players Limited (ACN 639 455 824) trading as the Australian Cricketers' Association (ABN 81 104 703 910);

ACA Constitution means the rules or constitution pursuant to which the ACA was formed and/or operates (or such replacement or amended of same from time to time) and by which their Players who are members agree to grant the ACA certain powers.

Accredited Agent means an individual having a current accreditation under the Regulations, which, for the avoidance of doubt, excludes an individual whose accreditation under the Regulations is subject to a suspension;

Australian Club Contract means a contract between the Player and an Australian cricket club to play cricket for that club;

Australian Playing Contract means an Australian Club Contract, CA Player Contract, W/BBL Player Contract, Rookie Contract or State Player Contract;

BBL means CA's premier domestic T20 competition, currently known as the "KFC T20 Big Bash".

Business Day means any day other than a Saturday, Sunday or public holiday in the place where a notice is intended to be received;

¹ Note – the standard form of this Player Agent Agreement is intended for use by individual Accredited Agents (who is not employed by an Agent Employer Entity). Is it not intended to apply to arrangements where a Player has licensed or assigned the right to use his / her image to a third party (such as a trust). In such circumstances, a separate agreement should be entered into between the third party and the Company governing the rights and responsibilities of the Company in relation to the exploitation of the Player's Image (and should be consistent with the MOU and the Licensee Marketing Contract, if any).

CA means Cricket Australia (ACN 006 089 130);

CA Marketing Contract has the same meaning as in the MOU;

CA Marketing Player means a Player who, in accordance with Article 19.1 of the MOU, is party to a CA Marketing Contract or whose nominated licensee entity is party to a CA Licensee Marketing Contract.

CA Player Contract means a contract between the Player and CA (in its capacity as an employer) in the standard form set out in Schedule A of the MOU, as amended from time to time by agreement between CA and the ACA or as otherwise amended by CA in accordance with the MOU;

Code of Conduct means the Code of Conduct prescribed by the Regulations;

Contract Year means the period from 1 July in one calendar year until 30 June in the following calendar year;

Fees means the fees provided for in Item 5 of Schedule 1;

GST has the meaning given in *A New Tax System (Goods & Services Tax) Act 1999* (Cth);

Insolvent means becomes bankrupt or insolvent, is unable to pay their debts as they fall due, goes or is put into liquidation or dissolution (other than by way of merger or reconstruction), makes any compromise, assignment or composition with their creditors generally, has a trustee in bankruptcy, receiver, manager, secured creditor or other custodian appointed to or taking possession of all or a substantial part of its assets or business, or otherwise to take advantage of bankruptcy or insolvency laws in Australia;

Licensee Marketing Contract has means a marketing contract between an entity nominated by a Player and CA in the form set out in Schedule B of the MOU (as may be amended from time to time by agreement in writing between CA and the ACA).

MOU means the Memorandum of Understanding agreed between Cricket Australia (on its own behalf and on behalf of the State Associations and W/BBL Teams) and the ACA dated 3 April 2023 that applied from 1 July 2023, as may be amended from time to time in writing by CA and the ACA, and any successor agreements to that MOU;

MOU Minimum means the minimum retainer amount for which CA, a State Association or a W/BBL Team may contract a player under a CA Player Contract, W/BBL Player Contract, Rookie Contract or State Player Contract (as applicable) in relation to a relevant Contract Year, as prescribed under the MOU or as otherwise agreed from time to time between CA and the ACA;

Overseas Contract – Not Secured by Auction means an Overseas Playing Contract other than an Overseas Contract Secured by Auction;

Overseas Contract - Secured by Auction means an Overseas Playing Contract where the retainer payable to the Player has been determined by reference to an amount determined in an auction process (such as the Indian Premier League player auction);

Overseas Playing Contract means a contract to play cricket which is entered between the Player and a cricket club, team or franchise based outside Australia;

Playing Contract means an Australian Playing Contract or an Overseas Playing Contract;

Player Licensee Entity means the licensee entity that may be nominated by a Player pursuant to Article 19 of the MOU;

Regulations means the ACA Player Agent Accreditation Scheme Regulations that came into effect on 15 October 2017, as amended from time to time by agreement in writing between CA and the ACA;

Retainer Payments means the stipulated retainer payments set out in the Schedule to a Playing Contract. For the avoidance of doubt these do not include superannuation, prize money, match fees, tour payments, performance payments, marketing payments, daily allowances, injury payments, ACRA, adjustment ledger payments or other payments.

Rookie Contract or **Rookie Player Contract** means a Rookie Player Contract as defined in the MOU.

Services means the services required to be undertaken by the Individual Accredited Agent for the benefit of the Player under this Agreement, as provided in Item 4 of Schedule 1;

State Association means:

- (a) New South Wales Cricket Association (ACN 000 011 987) trading as Cricket New South Wales;
- (b) Queensland Cricket Association (ACN 010 289 237) trading as Queensland Cricket;
- (c) South Australian Cricket Association Inc. (an association incorporated in South Australia, Registration Number A39440);
- (d) Tasmanian Cricket Association (ACN 009 476 993) trading as Cricket Tasmania;
- (e) Victorian Cricket Association (ACN 004 128 812) trading as Cricket Victoria; or
- (f) Western Australian Cricket Association (Inc.) (an association incorporated in Western Australia, Registration Number A0210001T);

State Player Contract has the same meaning as provided in the MOU;

WBBL means CA's premier domestic T20 competition for female cricketers.

W/BBL means either or both of the BBL or WBBL;

W/BBL Player Contract has the same meaning as the term 'W/BBL Contract' in the MOU;

W/BBL Team means a State Association in its capacity of fielding a team in the W/BBL pursuant to a Team Participation Agreement and undertaking operations in relation to that team;

1.2 Interpretation

- (a) The schedules form part of this Agreement.
- (b) In this Agreement, unless the context requires otherwise, the following rules of interpretation apply:
 - (i) the singular includes the plural and conversely;
 - (ii) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

- (iii) a reference to a clause, annexure or schedule is to a clause of, or annexure or schedule to, this Agreement;
- (iv) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time;
- (v) a reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form;
- (vi) a reference to dollars or \$ is to Australian currency;
- (vii) headings are for convenience only and do not affect interpretation; and
- (viii) the words “including”, “include” and “includes” are to be construed without limitation.

2 Term

The term of this Agreement (**Term**) will commence on the date provided in Item 1 of Schedule 1 (**Commencement Date**) and subject to earlier termination, will end on the date provided in Item 2 of Schedule 1 (**Expiry Date**).

3 Appointment

- 3.1** Subject to the terms and conditions of this Agreement, the parties agree that the Individual Accredited Agent is hereby appointed by the Player (**Appointment**) to provide the **Services** for the Term, unless otherwise agreed by the parties. The details of the Services (including their Territorial Scope and whether the Appointment is exclusive) are set out in Item 4 of Schedule 1.
- 3.2** The Appointment in clause 3.1, is subject to the rights that the Player grants to the ACA as a Member of the ACA pursuant to the ACA’s Constitution (such as in relation to the ACA negotiating cricket collective agreements on behalf of its Members).

4 Accredited Agent Obligations

4.1 General Obligations

The Individual Accredited Agent agrees to:

- (a) provide the Services to the Player throughout the Term, and in accordance with the Player’s reasonable instructions;
- (b) use all reasonable endeavours to promote the Player’s career as a professional cricketer (as relevant to the scope of Services) throughout the Term;
- (c) ensure that at all times during the Term retains his or her Accreditation.
- (d) at all times act in the best interests of the Player and to perform their obligations under this Agreement:
 - (i) in a timely and lawful manner;
 - (ii) with due care, skill and diligence;

- (e) abide by the terms of the Regulations and the Code of Conduct and ensure that each of their employees or contractors who may provide any part of the Services does the same;
- (f) keep the Player fully informed throughout the Term of any and all material information relating to the Services (including any contract negotiations) and not to enter into any negotiations with any third parties on the Player's behalf without the Player's prior consent;
- (g) disclose the existence of any arrangement the Individual Accredited Agent (or any of their contractors or employees) may have to receive fees, commissions, money or any other benefits from a third party in relation to the Services or for recommending or endorsing any third party to the Player or referring the Player to any third party; and
- (h) ensure that, except as otherwise specifically authorised by the Player in writing:
 - (i) the Individual Accredited Agent does not (and any of their employees or contractors who may provide any part of the Services do not) receive any third party payments in relation to the Services (including under any playing or commercial contracts entered by the Player); and
 - (ii) any such payments are paid directly to the Player (or to an entity controlled by the Player, where that entity is legally entitled to such payments).

4.2 Professional Indemnity Insurance

The Individual Accredited Agent agrees to maintain professional indemnity insurance in accordance with the requirements provided under the Regulations which provides cover during the Term and for a period of 12 months following the end of the Term. The Individual Accredited Agent agrees to provide the Player upon request with all reasonable evidence as the Player may require of such insurance and its terms, including certificates of currency. In the event of any material change in or cancellation of coverage, the Individual Accredited Agent must provide the Player with ten (10) days' prior notice.

4.3 Files, Records and Statements

The Individual Accredited Agent agrees to:

- (a) keep (and maintain for at least two years after expiry of the Term) accurate books and records showing all monies due to the Player and received from third parties relating to the Services and provide the Player on or before 31 July each year with a statement of accounts (for the previous Contract Year) setting out all transactions in relation to the Services and any Fees and expenses paid or due to the Individual Accredited Agent under this Agreement relating to the Services together with any supporting documentation which the Player may reasonably request;
- (b) upon reasonable prior written notice (whether given before or after the Term) and during normal business hours permit the Player or a qualified accountant or other professional representative acting on behalf of the Player to inspect the Individual Accredited Agent's books and records of accounts as they relate specifically to the Services provided to the Player and to take copies of the same at all reasonable times (including after the Term);
- (c) retain for at least two years after expiry of the Term, all formal written communications with third parties which lead to the securing of contractual agreements or arrangements

for the Player during the Term and subject to any genuine and reasonable confidentiality and intellectual property rights which the Individual Accredited Agent may assert, provide these to the Player within 30 days following a written notice requiring these to be provided (whether this notice is given before or after the Term).

5 Conflicts of Interest

The Individual Accredited Agent agrees not to engage in any other activity (excluding player management activities) which creates an actual or potential conflict of interest with the effective representation of the Player, without discussing such conflict of interest with the Player (as soon as practicable after the relevant facts have come to the knowledge of the Individual Accredited Agent) and securing the Player's prior written consent to such conflict.

6 No Authority Granted

- (a) This Agreement does not vest the Individual Accredited Agent nor any person employed or engaged by the Individual Accredited Agent with any authority to:
- (i) make legally binding representations;
 - (ii) execute, or commit the Player to, agreements;
- on behalf of the Player.
- (b) Subject to clause 6(c) below, this Agreement authorises the Individual Accredited Agent to represent the Player in negotiations with a third party with a view to entering into a contractual agreement or arrangement which, if executed by the Player, would commit the Player to provide services to the third party.
- (c) The Player will not be obliged to enter into any agreements with any third parties as a result of any negotiations conducted by or on behalf of the Individual Accredited Agent as part of the Services which was inconsistent with the grant of authority provided under clause 6(b) above.

7 Player Obligations

7.1 Basic Obligations

The Player agrees:

- (a) subject to clauses 7.1 and 9, to pay the Fees to the Individual Accredited Agent in the circumstances provided in clause 8.1;
- (b) to notify the Individual Accredited Agent of any change in address or telephone number within seven days of that change;
- (c) to disclose all relevant income received by the Player relating to the Services, including (subject to any confidentiality requirements) copies of corresponding agreements; and
- (d) to do all things reasonably necessary to assist the Individual Accredited Agent, their employees and contractors to carry out their obligations under this Agreement.

7.2 Player Licensee Entity

- (a) Nothing in this agreement will prohibit a Player from granting his or her rights use of the Player's attributes or appearances to a Player Licensee Entity (**Assigned Rights**). If the Player does so:
 - (i) the Player will notify the Individual Accredited Agent;
 - (ii) the Player will take reasonable steps to procure that the Player Licensee Entity executes a contract in similar terms in relation to any of those Assigned Rights (Player Licensee Entity Contract); and
 - (iii) once the Player Licensee Entity Contract has been executed, this agreement will no longer apply to those Assigned Rights.

8 Fees and Expenses

8.1 Fees

- (a) Subject to clause 8.2 and to the performance by the Individual Accredited Agent of the corresponding Services under this Agreement, the Player agrees to pay the Individual Accredited Agent the applicable portion of the Fees within fourteen (14) days following the receipt of a valid tax invoice from the Individual Accredited Agent for that amount in accordance with this clause 8.1.
- (b) Where any Fee is calculated on a commission basis, the Individual Accredited Agent may only invoice the Player for the relevant commissions once the Player has received the payments on which the commission is calculated. If the relevant payment or income upon which the commission is based is not received by the Player, no commission relating to that payment or income is payable by the Player. Any other types of Fees (that are not commission based) may only be invoiced to the Player following completion of the applicable Services or as otherwise agreed.
- (c) Each tax invoice from the Individual Accredited Agent to the Player must specify the Services provided by the Individual Accredited Agent and the basis on which the relevant Fees have been calculated.
- (d) All Fees will be considered inclusive of GST unless otherwise specified in Item 5.5 of Schedule 1.

8.2 Contract Upgrades

Where the Player is upgraded from a Rookie Player Contract to a State Player Contract, or from a State Player Contract to a CA Player Contract, in the course of a Contract Year, the Fees payable, if any, will be set out in Item 5 of Schedule 1.

8.3 Accredited Agent Expenses

Except as otherwise set out in this Agreement or agreed in advance by the Player in writing, all expenses incurred by the Individual Accredited Agent, their employees and contractors in the performance of this Agreement shall be solely the Individual Accredited Agent's responsibility and shall not be reimbursable by the Player.

9 Termination

9.1 Termination upon Expiry

This Agreement shall terminate upon the Expiry Date, unless terminated earlier in accordance with this Agreement.

9.2 Termination by the Individual Accredited Agent for Default

Where the Player is in material default of his or her obligations under this Agreement and such default is not remedied within fourteen (14) days of the Player receiving written notice from the Individual Accredited Agent of such default, the Individual Accredited Agent may terminate this Agreement upon providing written notice to the Player. Termination in this manner shall not exclude the obligation of the Player to pay the Individual Accredited Agent any Fees the Individual Accredited Agent is duly entitled to under clause 7.1 of this Agreement.

9.3 Termination by the Player for Default or Insolvency

(a) Where, at any time during the Term, the Individual Accredited Agent:

- (i) is in material default of its obligations under this Agreement and such default is not remedied within fourteen (14) days of the Individual Accredited Agent receiving written notice from the Player of such default,
- (ii) is not Accredited; or
- (iii) is Insolvent,

then the Player may terminate this Agreement immediately upon providing written notice to the Individual Accredited Agent.

(b) Termination in this manner shall not exclude the obligation of the Player to pay the Individual Accredited Agent any Fees the Individual Accredited Agent is duly entitled to under clause 7.1 of this Agreement.

9.4 Termination for Convenience

Notwithstanding the provisions of clauses 9.2 and 9.3 above, either Party to this Agreement may terminate it without cause on the giving of 3 months' notice in writing to the other Party. Termination in this manner shall:

- (a) not exclude the obligation of the Player to pay the Individual Accredited Agent any Fees the Individual Accredited Agent is owed and duly entitled to under clause 7.1 of this Agreement as and when they fall to be paid;
- (b) require the Individual Accredited Agent to refund a pro-rata portion of any advance fee payment received as it relates to the period post-termination.

9.5 Mutually Agreed Termination

The parties may agree, at any time during the Term, to terminate this Agreement on such terms and conditions as agreed between the parties at the time.

10 Dispute Resolution

If a dispute arises between the Individual Accredited Agent and the Player out of or in relation to this Agreement, the parties agree to comply with the process set out in Schedule 2 in an effort to resolve the dispute.

11 Disclaimer

The Individual Accredited Agent and the Player acknowledge and agree that:

- (a) they are each responsible for obtaining their own independent legal advice in relation to this Agreement;
- (b) the ACA, as the collective and representative body of Australia's elite domestic and international cricketers, is unable to provide any advice to the Individual Accredited Agent, and accordingly the ACA and its employees will not be responsible or liable (including in negligence) in relation to any such advice (or any failure to provide such advice); and
- (c) the ACA and its employees will not be responsible or liable to the Individual Accredited Agent or the Player (including in negligence) in relation to the preparation of the standard template forming the basis of this Agreement or any general advice or information provided in relation to that document.

12 Confidentiality

The parties each agree not to disclose at any time, whether during the Term or after its expiry, to any person any confidential information obtained during the period of this Agreement except for the purposes of obtaining legal or financial advice (on a confidential basis), as otherwise required by law, or as agreed in writing by each party prior to such disclosure.

13 Special Conditions

- (a) The parties agree to the special conditions (if any) provided in Item 7 of Schedule 1 (**Special Conditions**).
- (b) In the event of any inconsistency between any Special Conditions and the remaining provisions of this Agreement, the Special Conditions will prevail to the extent of the inconsistency.

14 Notices

- (a) A notice given by a party to the other party under this Agreement must be in writing and:
 - (i) delivered personally;

- (ii) sent by post, postage prepaid;
- (iii) sent by facsimile transmission; or
- (iv) sent by e-mail,

to that party's address, fax number or email address set out in Item 3 of Schedule 1 or as last notified by the intended recipient.

- (b) A notice given in accordance with paragraph (a) above is deemed to be received if:
 - (i) personally delivered, upon delivery;
 - (ii) mailed within Australia, on the expiration of 2 Business Days after posting;
 - (iii) sent by facsimile transmission, on the day it is sent (or, if that is not a Business Day, on the next Business Day); or
 - (iv) sent by e-mail, only in the event that the other party acknowledges receipt by any means.

15 Governing Law and Jurisdiction

This Agreement is governed by and shall be construed in accordance with the law in force in the State (or Territory) specified in Item 6 of Schedule 1 and the parties submit to the non-exclusive jurisdiction of the courts in that State (or Territory), and any court that may hear appeals from those courts, in respect of any proceedings in connection with this Agreement.

16 General

16.1 Amendment

This Agreement may only be amended in writing signed by the Parties.

16.2 Assignment

Neither the rights nor the obligations of any Party under this Agreement may be assigned, transferred, subcontracted or otherwise disposed of, in whole or in part, without prior written consent of the Parties.

16.3 Minors

If the Player has not attained the age of eighteen years as at the date of this Agreement it shall be signed by both the Player and by a parent or guardian of the Player, in which event the Player and the parent or guardian expressly acknowledge that this Agreement is fair and reasonable and is for the benefit of the Player.

16.4 Counterparts

This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

16.5 Provision of Agreement to Player and ACA

The Individual Accredited Agent must provide:

- (a) an executed original of this Agreement to the Player within fourteen (14) days of execution; and
- (b) unless otherwise agreed or requested by the Player in writing, a copy of this Agreement to the ACA within twenty-eight (28) days of execution.

16.6 Waiver

The non-exercise of or delay in exercising any power or right of a Party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the Party to be bound by the waiver.

16.7 Further Assurances

Each Party will do, sign, execute and deliver and will procure that each of their employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it by notice from another Party to effectively carry out and give full effect to this Agreement and the rights and obligations of the Parties under it.

16.8 Entire Agreement

This Agreement, together with the Regulations and the Code of Conduct, forms the entire agreement of the Parties on its subject matter. The only enforceable obligations and liabilities of the Parties in relation to the subject matter are those that arise out of this Agreement, the Regulations and the Code of Conduct. All representations, communications and prior agreements in relation to the subject matter are merged into and superseded by this Agreement, the Regulations and the Code of Conduct.

16.9 Severance

If it is held by a court of competent jurisdiction that:

- (a) any part of this Agreement is void, voidable, illegal or unenforceable; or
- (b) this Agreement would be void, voidable, illegal or unenforceable unless any part of this Agreement was severed,

then that part shall be severable from and shall not affect or denigrate from the enforceability or validity of the parties' rights or obligations or the continued operation of the rest of this Agreement.

Schedule 1 – Details

Item 1 (clause 2)	Commencement Date																
Item 2 (clause 2)	Expiry Date (if not specified, 2 years from the Commencement Date)																
Item 3 (clause 14)	<table border="1"> <thead> <tr> <th data-bbox="395 445 549 504"></th> <th data-bbox="549 445 1003 504">To the Individual Accredited Agent</th> <th data-bbox="1003 445 1461 504">To the Player</th> </tr> </thead> <tbody> <tr> <td data-bbox="395 504 549 600"> Street Address </td> <td data-bbox="549 504 1003 600"></td> <td data-bbox="1003 504 1461 600"></td> </tr> <tr> <td data-bbox="395 600 549 689"> Postal Address </td> <td data-bbox="549 600 1003 689"></td> <td data-bbox="1003 600 1461 689"></td> </tr> <tr> <td data-bbox="395 689 549 741"> Fax </td> <td data-bbox="549 689 1003 741"></td> <td data-bbox="1003 689 1461 741"></td> </tr> <tr> <td data-bbox="395 741 549 795"> Email </td> <td data-bbox="549 741 1003 795"></td> <td data-bbox="1003 741 1461 795"></td> </tr> </tbody> </table>			To the Individual Accredited Agent	To the Player	Street Address			Postal Address			Fax			Email		
	To the Individual Accredited Agent	To the Player															
Street Address																	
Postal Address																	
Fax																	
Email																	
Item 4 (clauses 1.1 and 3.1)	<p>Services</p> <p><i>Mark the box(es) against those which apply and record any additional Services that will be provided under 'Other Services' below:</i></p> <p><input type="checkbox"/> Represent the Player in relation to Australian Playing Contracts and any CA Marketing Contract, and provide advice, counsel and assistance to the Player in procuring, extending, negotiating, executing, performing and enforcing such contracts.</p> <p><input type="checkbox"/> Represent the Player in relation to Overseas Playing Contracts (subject to any limitations on dealings with Player Agents imposed by the relevant Cricket Club, Franchise, League or National Cricketing Authority) and provide advice, counsel and assistance to the Player in procuring, extending, negotiating, executing, performing and enforcing such contracts.</p> <p><input type="checkbox"/> Use reasonable endeavours to obtain income producing marketing and promotional opportunities for the Player, including providing advice, counsel and assistance to the Player in procuring, extending, negotiating and performing marketing and promotional opportunities/public speaking engagements and other endorsement arrangements.</p> <p><input type="checkbox"/> Other Services (if any) – as set out below:</p> <p>Exclusivity (or otherwise) of Appointment</p> <p>The Agent will provide the Services on the following basis during the Term (tick the boxes that apply):</p> <p><input type="checkbox"/> Exclusive (if not ticked, the Appointment will be non-exclusive)</p> <p>or</p> <p><input type="checkbox"/> Non-Exclusive</p> <p>And</p>																

	<p>Territorial Scope of Appointment</p> <p><input type="checkbox"/> Worldwide</p> <p>or</p> <p><input type="checkbox"/> Specific Territory Only (if ticked, please specify the territorial scope below only, e.g. Victoria or Australia)</p> <p>(if neither of the above boxes are ticked, nor a Territory Specified, the Territorial Scope will be Australia)</p>
<p>Item 5 (clauses 1.1 and 8.1)</p>	<p>Fees</p> <p><i>Mark the boxes (if applicable) and insert the relevant information below (such as flat fees or commission percentages). Note there is provision in Item 5.3 below to agree to a unique or different Fees structure:</i></p> <p>1. Playing Contracts</p> <p>Commissions on gross Retainer Payments received by the Player for obligations performed under Playing Contracts listed below (if the relevant box is ticked) if arranged and/or negotiated by the Individual Accredited Agent on behalf of the Player during the Term of this Agreement. The rates of such commission (if any) applicable to each type of Playing Contract are set out below:</p> <p><input type="checkbox"/> W/BBL Player Contracts</p> <p><input type="checkbox"/> No Commission Payable; or</p> <p><input type="checkbox"/> Commission Payable (if not ticked, no commission is payable) at <i>[insert number if relevant]</i> percent.</p> <p><i>[ACA Note: If no commission is payable for this type of contract, consider if some other type of fee arrangement is appropriate, such as a flat fee or admin fee, and include that in Item 5.3 below].</i></p> <p><input type="checkbox"/> Male State Player Contracts</p> <p><input type="checkbox"/> No Commission Payable; or</p> <p><input type="checkbox"/> Commission Payable (if not ticked, no commission is payable) at <i>[insert number if relevant]</i> percent.</p> <p><i>[ACA Note: If no commission is payable for this type of contract, consider if some other type of fee arrangement is appropriate, such as a flat fee or admin fee, and include that in Item 5.3 below].</i></p> <p><input type="checkbox"/> Female State Player Contracts</p> <p><input type="checkbox"/> No Commission Payable; or</p> <p><input type="checkbox"/> Commission Payable (if not ticked, no commission is payable) at <i>[insert number if relevant]</i> percent.</p> <p><i>[ACA Note: If no commission is payable for this type of contract, consider if some other type of fee arrangement is appropriate, such as a flat fee or admin fee, and include that in Item 5.3 below].</i></p> <p><input type="checkbox"/> CA Contracts</p> <p><input type="checkbox"/> No Commission Payable; or</p> <p><input type="checkbox"/> Commission Payable (if not ticked, no commission is payable) at <i>[insert number if relevant]</i> percent.</p>

	<p><i>[ACA Note: If no commission is payable for this type of contract, consider if some other type of fee arrangement is appropriate, such as a flat fee or admin fee, and include that in Item 5.3 below].</i></p> <p><input type="checkbox"/> Upgraded Playing Contracts</p> <p><input type="checkbox"/> No Commission Payable; or</p> <p><input type="checkbox"/> Commission Payable (if not ticked, no commission is payable) at <i>[insert number if relevant]</i> percent.</p> <p><i>[ACA Note: If no commission is payable for this type of contract, consider if some other type of fee arrangement is appropriate, such as a flat fee or admin fee, and include that in Item 5.3 below].</i></p> <p>International Playing Contracts</p> <p><input type="checkbox"/> No Commission Payable; or</p> <p><input type="checkbox"/> Commission Payable (if not ticked, no commission is payable) at percent. If appropriate, please specify type of contract or league (eg Overseas Contract - Secured by Auction, Overseas Contract – Not Secured by Auction etc)</p> <p>Marketing and Promotional Agreements (non - CA/State Association and W/BBL)</p> <p><input type="checkbox"/> Commission of <i>[insert number if relevant]</i> percent of the total gross income received by the Player which is earned from marketing and promotional arrangements arising directly from an agreement arranged and/or negotiated by the Individual Accredited Agent pursuant to and during the Term of this Agreement (excluding any amounts, activities or promotions under any Playing Contracts or CA Marketing Contracts/Domestic Marketing Fund).</p> <p>The above specified commission will be payable for any Additional Services Agreement (ASAs) provided by a W/BBL Team if this box is ticked. <input type="checkbox"/></p> <p>3. Other Payment Structure or Fees (e.g. flat fee, Admin fee)</p> <p><input type="checkbox"/> Other fees, as set out below (e.g. a fee for non-cricket contracts (playing a dual sport), a flat/administration fee for negotiating or administering certain contracts</p> <p>4. Exclusion on Fees (if any)</p> <p><input type="checkbox"/> as set out below</p> <p>5. GST (tick the box that applies)</p> <p><input type="checkbox"/> Inclusive of GST; or</p> <p><input type="checkbox"/> Exclusive of GST</p>
<p>Item 6 (clause 15)</p>	<p>State or Territory – Jurisdiction and Governing Law</p>

Item 7 (clause 13)	Special Conditions (if any)
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Schedule 2 – Dispute Resolution

Compliance with this Clause

If a dispute arises between the Individual Accredited Agent and the Player out of or in relation to this Agreement, the parties agree to comply with the process set out in this Schedule 2 in an effort to resolve the dispute. Neither party may commence litigation proceedings (other than urgent interlocutory relief) relating to the dispute unless it has first complied with this clause.

Good Faith Negotiations

- (a) Within 14 days from the date on which written notice of the dispute is given by one party to the other, the parties agree to meet to discuss and attempt to resolve the dispute in good faith.
- (b) If the dispute is not resolved through good faith negotiations within a further 14 days from the date of their first meeting, the parties shall refer the dispute to mediation.

Mediation

- (a) The parties will appoint an independent mediator mutually agreed between the parties. Where the parties are unable to agree on a mediator within seven (7) days of the date of referral to mediation, they may request:
 - (i) the Chairman of the Accreditation Board to appoint an independent mediator; or
 - (ii) the President of the Law Society or Law Institute of the State or Territory set out in Item 6 of Schedule 1 to appoint the mediator.
- (b) The mediation will be conducted in accordance with the guidelines set down by the appointed mediator having regard to the principles of best practice in mediation generally. For the avoidance of doubt, the parties shall not be obliged to resolve the matter at mediation, but will be bound by any agreement reached (in writing).

Arbitration

Where the parties are unable to resolve the dispute at mediation, the parties may refer the dispute to arbitration in accordance with, and subject to, the IAMA Arbitration Rules (as in force at the time of the referral to arbitration).

Executed as an agreement

Signed by

ABN

in the presence of:

.....
Signature of witness

.....
Signature of Individual Accredited Agent

.....
Name of witness

.....
Name of Individual Accredited Agent

.....
Date signed

Signed by

in the presence of:

.....
Signature of witness

.....
Signature of

.....
Name of witness

.....
Date signed

Where the Player is under 18 years of age as at the date he or she signs above:

Signed by

as the parent or legal guardian of

in the presence of:

.....
Signature of witness

.....
Signature of

.....
Name of witness

.....
Date signed