



ACA Player Agent Accreditation Scheme Regulations

15 October 2017

1 Preliminary

1.1 Objects and Commencement Date

- (a) The objects of these Regulations are to:
- (i) provide a scheme for recognition of appropriately qualified Individuals as Accredited Agents;
 - (ii) maintain and improve the quality, competence and professionalism of Accredited Agents;
 - (iii) provide a mechanism for complaints against Accredited Agents to be investigated and addressed; and
 - (iv) benefit Players and Australian cricket generally by enabling Players to be represented by Accredited Agents who are bound by these Regulations and the Code of Conduct.
- (b) These Regulations have a commencement date of 15 October 2017.

1.2 Definitions

In these Regulations, including the Schedules to these Regulations, unless the context otherwise requires, the following terms have the following corresponding meanings:

ACA means Australian Cricketers' Association Inc. (ARBN 142 050 422);

Accreditation Board means the board constituted pursuant to Regulation 2;

Accreditation means accreditation granted to an Individual agent pursuant to these Regulations;

Accredited means accredited as an Accredited Agent pursuant to these Regulations;

Accredited Agent means an Individual who is currently accredited pursuant to these Regulations as an agent of Players;

agent includes an agent, manager or representative of a Player;

Agent Employer Entity means a legal entity that employs an Accredited Agent for the purposes of that Accredited Agent providing agency services to Players;

Annual Fee means the fee payable by each Accredited Agent to the ACA for each year of his or her Accreditation (or other period, as determined by the ACA), as prescribed from time to time by the ACA;

Appeal Fee means the fee payable by Appellants for commencing an appeal to the Appeals Committee pursuant to Regulation 9, as prescribed from time to time by the ACA;

Appeals Committee means a committee comprising of one or more individuals appointed pursuant to Regulation 9.2 that convenes to determine appeals against determinations of the Accreditation Board as provided in these Regulations;

Appellant has the meaning given in Regulation 9.1;

Applicant means an Individual who is not an Accredited Agent, but who has applied for Accreditation as an Accredited Agent pursuant to Regulation 5.2;

Application means an application for accreditation as an Accredited Agent;

Application Fee means the fee payable by each Applicant to the ACA for the purpose of applying to become an Accredited Agent pursuant to Regulation 5.2, as prescribed from time to time by the ACA;

Approaches means initiating contact, by any means, including by meeting or other form of communication (including via phone, social media or text message);

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

BBL Team or **WBBL 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;

Bi-Annual Conference means the conference held by the ACA on behalf of the Accreditation Board for Accredited Agents on a bi-annual basis (or as otherwise directed by the Accreditation Board) referred to in Regulation 3.2 and the clause 18.1 of the Code of Conduct.

Board Member means a member of the Accreditation Board;

Business Day means any day other than a Saturday, Sunday or public holiday in Melbourne, Victoria;

CA means Cricket Australia (ACN 006 089 130);

CA Marketing Contract has the meaning in Article 1.1 of the MOU;

CA Match/Tour Contract has the meaning in Article 1.1 of the MOU;

CA Player Contract has the meaning in Article 1.1 of the MOU;

Chairperson means the person appointed to chair the Accreditation Board pursuant to Regulation 2.1;

Code of Conduct means the Code of Conduct set out in Schedule 1 to these Regulations, as may be amended from time to time in accordance with Regulation 12.2;

Expiry Date means the date in each calendar year (being either the last day of February or any other date as determined from time to time by the ACA), immediately following which the Accreditation of Accredited Agents will expire, subject to renewal of Accreditation pursuant to Regulation 5.7;

ICC means the International Cricket Council;

ICC Event has the meaning given in the ICC Player Eligibility Regulations;

ICC Player Eligibility Regulations means the International Cricket Council Player Eligibility Regulations, as amended by the ICC from time to time;

Individual means a natural person and does not include a corporation or other legal entity, such as a partnership, unincorporated association or trust;

International Match has the meaning given in the ICC Player Eligibility Regulations;

MOU means the Memorandum of Understanding struck between Cricket Australia and the Australian Cricketers' Association Incorporated dated 29 August 2017 (with a commencement date of 1 August 2017), as may be amended from time to time in writing by CA and the ACA, and any successor agreements to that MOU;

Overseas Player means a person who:

- (a) does not hold Australian citizenship; or
- (b) is not eligible to play for CA in an International Match or an ICC Event pursuant to the ICC Player Eligibility Regulations; and
- (c) is not an Approved Australian Resident (as defined in the State Player Contracting and Remuneration Guidelines);

Player means a person contracted or proposed to be contracted by CA, a State Association or a W/BBL Team pursuant to a Standard Player Contract, but does not include an Overseas Player;

Pre-Accreditation Examination means an examination as determined by the Accreditation Board (or with the authority of the Accreditation Board, by the ACA) which tests the knowledge of Applicants in relation to matters relevant to acting as an Accredited Agent;

Prescribed Matters means the matters set out in paragraphs (a) to (m) of Regulation 5.3;

Register means the Register of Accredited Agents to be maintained by the ACA pursuant Regulation 4.2;

Renewal Form means the standard form for renewal of Accreditation as prescribed by the ACA from time to time and published on its website;

Representative Committee means the committee of Accredited Agents convened pursuant to Regulation 3;

Rookie Contract has the meaning in Article 1.1 of the MOU;

Scheme means the player agent accreditation scheme established pursuant to these Regulations;

Standard Player Agent Agreement means a standard form agreement between a Player and an Accredited Agent (or his or her Agent Employer Entity) in relation to the representation of the Player by the Accredited Agent, as may be prescribed from time to time by the Accreditation Board;

Standard Player Contract means a contract between a Player and CA, a State Association or W/BBL Team in any of the following forms:

- (a) CA Player Contract;
- (b) CA Marketing Contract, including a Licensee Marketing Contract with a Player's nominated licensing entity;
- (c) State Player Contract;
- (d) Rookie Player Contract;
- (e) CA Match/Tour Contract;
- (f) W/BBL Player Contract;

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); and

State Player Contract has the meaning in Article 1.1 of the MOU;

Suspended or Cancelled Agent means an Individual whose Accreditation has been suspended or cancelled pursuant to these Regulations;

WBBL means CA's premier Women's T20 competition;

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

W/BBL Contract has the meaning in Article 1.1 of the MOU.

2 Accreditation Board

2.1 Composition

- (a) The Accreditation Board will comprise up to five Board Members as follows:
 - (i) two Board Members nominated by agreement in writing between CA and the ACA;
 - (ii) two Board Members nominated in writing by the ACA; and
 - (iii) one Board Member nominated in writing by CA.
- (b) The Board Members nominated pursuant to:
 - (i) paragraph (a)(i) above may be:
 - (A) removed at any time in writing by either CA or the ACA; and
 - (B) replaced at any time by agreement in writing by CA and the ACA
 - (ii) paragraph (a)(ii) above may be removed or replaced at any time in writing by the ACA;
 - (iii) paragraph (a)(iii) above may be removed or replaced at any time in writing by CA.
- (c) One of the Board Members will be appointed as Chairperson by agreement of CA and the ACA and will retain that office until he or she resigns (as Chairperson or a Board Member) or is removed or replaced as a Board Member pursuant to paragraph (b) above.

2.2 Powers and Duties

- (a) The Accreditation Board will have the following functions and responsibilities:
 - (i) to consider, assess and approve or reject applications for accreditation pursuant to Regulation 5;

- (ii) to investigate, or cause to be investigated, any written complaint concerning an Accredited Agent;
 - (iii) to monitor the performance of Accredited Agents;
 - (iv) to make determinations regarding the continuing accreditation, suspension of accreditation or cancellation of accreditation of any Accredited Agent;
 - (v) to consider and determine what continuing education, seminars or other courses of education must be undertaken by Accredited Agents in order to maintain their Accreditation; and
 - (vi) to review the operation of these Regulations and make recommendations to CA and the ACA for amendments, as it sees fit.
- (b) The discharge by the Accreditation Board of any of the functions and responsibilities with which the Accreditation Board is charged or the exercise of any of the powers and authorities that are conferred on the Accreditation Board shall not be capable of review other than in accordance with Regulation 9 and will, subject to Regulation 9, be final and binding.

2.3 Meetings and Resolutions of Accreditation Board

- (a) A quorum for a meeting of the Accreditation Board will be three (3) Board Members.
- (b) Without limiting the discretion of the Accreditation Board as to the manner in which it determines to regulate its meetings, a meeting of the Accreditation Board may be conducted:
 - (i) in person, by Board Members conferring by telephone, closed circuit television, or audio or audio-visual communication at the same time (**Conference**); or
 - (ii) by a majority of Board Members assenting in writing (by hand or by electronic means) to a resolution circulated to all Board Members, whether electronically or in hard copy (**Circulating Resolution**).
- (c) Any question may be resolved by the Accreditation Board:
 - (i) at a Conference, by the assent of a majority of the Board Members participating in the Conference; or
 - (ii) by a Circulating Resolution, by the assent of a majority of all Board Members.
- (d) Notwithstanding that the Board Members are not present together in one place at the time of the Conference, a resolution passed at such a Conference shall be deemed to have been passed at a Board Meeting on the day and time at which the Conference was held.
- (e) In the case of a Circulating Resolution, a resolution shall be deemed to have been passed at a Board Meeting on the day and at the time when it is last assented to in writing by a Board Member thereby constituting a majority of the Accreditation Board.
- (f) Any minutes of a Conference purporting to be signed (including by email affirmation or electronic signature) by the person who presided at the Conference will be sufficient evidence of the observance of all necessary formalities regarding

convening and conduct of the Conference. A Circulating Resolution confirmed by a majority of Board Members will be conclusive evidence that the resolution was passed.

2.4 Accreditation Board Not Required to Provide Reasons

The Accreditation Board is not required to provide reasons for any of its determinations pursuant to these Regulations.

3 Accredited Agents' Representative Committee

3.1 Purpose of Representative Committee

A committee of Accredited Agents will be convened for the purpose of representing the views of Accredited Agents in relation to the Scheme to the Accreditation Board.

3.2 Composition of Representative Committee

- (a) The Representative Committee will comprise up to three (3) Accredited Agents, each of whom will hold office until the date of the next Bi-Annual Conference (or as otherwise determined by the ACA);
- (b) The members of the Representative Committee will be elected by a vote of Accredited Agents to be held at the Bi-Annual Conference (or as otherwise determined by the ACA), according to a process determined from time to time by the ACA. Where the number of nominees for election is equal to or less than the number of positions to be elected, each of the nominees will be declared elected, without the need for a vote.
- (c) Only Accredited Agents may be members of the Representative Committee (unless otherwise determined by the ACA).
- (d) Any member of the Representative Committee who ceases to be an Accredited Agent, has his or her Accreditation suspended or who resigns from the Representative Committee, will cease to be a member of the Representative Committee.
- (e) The ACA may appoint any Accredited Agent to fill a casual vacancy on the Representative Committee.

3.3 Meetings with Accreditation Board

The Representative Committee will meet with the Accreditation Board on at least one occasions in the twelve (12) month period. These meetings may take place in person, by telephone, by electronic means or by any combination of these methods.

4 Administration of Scheme

4.1 ACA to Administer Scheme

The ACA will be responsible for the administration of the Scheme.

4.2 Register of Accredited Agents

- (a) The ACA will keep and maintain a Register, to be known as the Register of Accredited Agents, listing Individuals who are currently accredited as Accredited Agents.
- (b) At the discretion of the ACA, the Register may be published on the ACA's website and may show in respect of each Accredited Agent:
 - (i) their full name;
 - (ii) their business;
 - (iii) if applicable, the identity of their Agent Employer Entity;
 - (iv) the address of their principal place of business;
 - (v) their contact details; and
 - (vi) particulars of any adverse disciplinary determination or finding involving the Accredited Agent by the Accreditation Board, Appeals Committee or the ACA pursuant to these Regulations.

4.3 Fees

- (a) Subject to Regulations 4.3(b) and 9.6, all Annual Fees, Appeal Fees and Application Fees which are payable pursuant to these Regulations:
 - (i) will be payable to the ACA and may be retained or applied by the ACA in its discretion in recognition of the costs to the ACA of administering the Scheme;
 - (ii) are not refundable, notwithstanding any failure of an Applicant to become Accredited, any suspension or cancellation of an Accredited Agent's Accreditation pursuant to these Regulations or the outcome of any appeal pursuant to Regulation 9, unless otherwise determined by the Accreditation Board in its discretion.
- (b) If the ACA has, pursuant to Regulation 5.2(e), declined to submit an Application to the Accreditation Board or the Accreditation Board has refused an Application pursuant to Regulation 5.6, and no application for appeal in respect of the Application has been lodged, the Applicant may provide written notice to the ACA requesting a refund of 50% of the Application Fee. In the event such notice is provided, the ACA will provide such refund within a reasonable time, provided that the Application will be deemed withdrawn and the Applicant will be deemed to have waived any rights of appeal in respect of the Application.

5 Accreditation

5.1 Only Individuals may be Accredited

- (a) Only Individuals may be Accredited as Accredited Agents.
- (b) Subject to 5.1(a) above, an Accredited Agent may be employed by an Agent Employer Entity that may have a contract with a Player. In that case, that contract between the Agent Employer Entity and a Player must be in the form of a Standard

Player Agent Agreement. In this event, the Accredited Agent must ensure that the Agent Employer Entity and its other employees comply with the Regulations and Code of Conduct.

5.2 Application for Accreditation

- (a) An Individual may apply to the ACA to be Accredited as an Accredited Agent.
- (b) An Application for accreditation pursuant to this Regulation 5.2 must be in the form prescribed by the ACA from time to time and published on its website and contain (or be accompanied by) such information, documents or other materials relevant to the application as is specified in the form.
- (c) An Application must be:
 - (i) signed by the Applicant (which may be by electronic signature);
 - (ii) accompanied by payment to the ACA of the Application Fee; and
 - (iii) received by the ACA.
- (d) Subject to paragraph (e) below, unless withdrawn by the Applicant, an Application which complies with this Regulation 5.2 will be submitted to the Accreditation Board for consideration pursuant to Regulation 5.4.
- (e) The ACA will not be required to submit an Application to the Accreditation Board during any period of the relevant Individual's suspension from Accreditation or ineligibility to re-apply for Accreditation pursuant to these Regulations or where the Application does not comply with this Regulation 5.2.

5.3 Prescribed Matters

The following constitute '**Prescribed Matters**' and represent grounds for the Accreditation Board to decline an application for Accreditation pursuant to Regulation 5.4, suspend or cancel an Accredited Agent's Accreditation or issue a reprimand or warning to an Accredited Agent pursuant to Regulation 7.3:

- (a) he or she was not over 18 years of age as at the date of the Application;
- (b) he or she has not paid (i) the Application Fee (ii) compensation pursuant to these Regulations or (iii) Annual Fee;
- (c) his or her Application is (or was) incomplete or contains false or misleading information;
- (d) he or she has not agreed to comply with these Regulations and the Code of Conduct as in force from time to time;
- (e) he or she does not have in place current professional indemnity insurance as required by these Regulations;
- (f) he or she has failed to demonstrate a standard of knowledge which the Accreditation Board reasonably requires in relation to any tests or examinations required in accordance with Regulation 6.4(b);
- (g) he or she is subject to a current period of suspension or ineligibility to re-apply for Accreditation pursuant to these Regulations;

- (h) in the opinion of the Accreditation Board (or in the case of an appeal pursuant to Regulation 9, in the opinion of the Appeals Committee), there is reason to believe that he or she is not of good reputation and character or is otherwise not a fit and proper person to act as an Accredited Agent pursuant to these Regulations;
- (i) in the opinion of the Accreditation Board (or in the case of an appeal pursuant to Regulation 9, in the opinion of the Appeals Committee), he or she is not in a position to properly serve in a capacity as a responsible and trusted adviser to a Player;
- (j) he or she has a conviction for an offence involving violence or abuse, dishonesty or deception;
- (k) he or she has been the subject of a court judgment (not over-turned on appeal) in civil proceedings involving findings against the Applicant of fraud, dishonesty or breach of duty;
- (l) he or she is an undischarged bankrupt or otherwise subject to bankruptcy proceedings; and
- (m) he or she has been disqualified from involvement in the management of a corporation or banned from practising in the financial services or credit industry, pursuant to the *Corporations Act 2001* (Cth) or other legislation in Australia or overseas.

5.4 Accreditation Board to Consider Application

- (a) The Accreditation Board may decline to consider an Application which does not fulfill the requirements of Regulation 5.2.
- (b) Subject to Regulations 5.4(a) and (d), the Accreditation Board will consider all Applications submitted to it by the ACA and will approve each Application unless it determines, in its discretion, to decline the application where it determines that one or more of the Prescribed Matters applies.
- (c) For the purpose of considering an Application, the Accreditation Board may require an Applicant to participate in an interview.
- (d) Where the Accreditation Board approves an Application, it may do so subject to such reasonable terms and conditions as it sees fit, having regard to the Objects set out in Regulation 1.1 and the Prescribed Matters.
- (e) A determination of the Accreditation Board whether to accredit an Applicant as an Accredited Agent (or whether to do so only subject to terms and conditions) will be final and binding, subject only to any appeal pursuant to Regulation 9.
- (f) Notwithstanding any determination by the Accreditation Board (or the Appeals Committee pursuant to Regulation 9) that an Application for Accreditation should be approved, the Applicant will not become an Accredited Agent until the requirements pursuant to Regulation 5.5 have been satisfied.

5.5 Commencement of Accreditation

Where the Accreditation Board determines that an Applicant should be Accredited as an Accredited Agent, the Applicant will become an Accredited Agent, subject to Regulations 4.3, 7 and 9 (until the next Expiry Date) when all of the following have been satisfied:

- (a) the ACA has received:

- (i) the Annual Fee;
 - (ii) the written agreement of the Applicant to comply with these Regulations and the Code of Conduct (in each case, as amended from time to time); and
- (b) the Applicant has completed the Pre-Accreditation Examination and any stipulated induction procedure to the standard required by the Accreditation Board (or with the authority of the Accreditation Board, by the ACA) unless otherwise determined by the Accreditation Board.

5.6 Refusal of Accreditation

- (a) Where the Accreditation Board determines to decline an Application (or to approve an Application only subject to additional terms and conditions), the ACA will provide notification of this determination to the Applicant within ten (10) Business Days of the determination.
- (b) An Applicant whose Application has been declined (or approved only subject to additional terms and conditions) may appeal the determination by the Accreditation Board, pursuant to Regulation 9.

5.7 Renewal of Accreditation

- (a) Subject to Regulations 6.3(c), 7.3 and 9.2, an Accredited Agent (or an Individual who was previously an Accredited Agent whose accreditation has expired within the previous twelve (12) months) may renew his or her Accreditation each year for the period until the next Expiry Date (or any other period which is acceptable to the ACA), provided the all of the following requirements are satisfied:
 - (i) the ACA has received:
 - (A) payment of the Annual Fee;
 - (B) a signed completed Renewal Form; and
 - (C) any other documents or materials specified in the Renewal Form;
 in respect of the relevant period; and
 - (ii) (except as otherwise determined by the Accreditation Board) he or she has satisfied any professional development or testing requirements prescribed from time to time pursuant to Regulation 6.4.
- (b) Any Accredited Agent who has not satisfied the requirements of paragraph (a) following the expiry of any due date which has been notified to him or her by the ACA will have his or her Accreditation suspended until these requirements have been satisfied. If the requirements have not been satisfied within a twelve (12) month period following the due date, his or her Accreditation will be cancelled.
- (c) For the avoidance of doubt any Individual who was, as at 30 June 2017, an Accredited Agent under the previous Regulations established under the 2012-17 MOU will be eligible to apply for a renewal of their Accreditation (and provide relevant supporting documentation) as required by this Regulation 5.7 (a). These Individuals will not be required to re-sit the Pre-Accreditation Examination if they apply to renew their Accreditation by 31 December 2017, but may be subjected to

additional professional development requirements or testing pursuant to Regulation 6.4 post renewal.

6 General Provisions Applying to Accredited Agents

6.1 Obligations of Accredited Agents

Every Accredited Agent must themselves (and ensure that his or her Agent Employer Entity, if any, will):

- (a) comply in all respects with:
 - (i) these Regulations;
 - (ii) the Code of Conduct; and
 - (iii) any Standard Player Agent Agreement in relation to the Accredited Agent;
- (b) advise the ACA within five (5) Business Days following any change in the details submitted in the Accredited Agent's most recent Application or renewal form; and
- (c) make prompt ongoing disclosure to the ACA of any circumstances not previously disclosed to the Accreditation Board which:
 - (i) are relevant to any of the Prescribed Matters; or
 - (ii) constitute a breach by the Accredited Agent of these Regulations, the Code of Conduct or a Standard Player Agent Agreement.

6.2 Standard Player Agent Agreement

- (a) The Accreditation Board:
 - (i) may prescribe forms of Standard Player Agreement that must be used by Accredited Agents or their Agent Employer Entity when contracting with Players. These must be lodged with the ACA within seven (7) days of signing;
 - (ii) has, as at the date of these Regulations, prescribed a form of Standard Player Agent Agreement for use by an Accredited Agent's Agent Employer Entity. Subject to (c), below, this form of agreement must be used by the Agent Employer Entity, when contracting with Players. It must be lodged with the ACA within seven (7) days of signing;
 - (iii) may update, amend or replace a Standard Player Agent Agreement from time to time;
 - (iv) may prescribe sub-regulations (which shall be binding pursuant to these Regulations) relating to the use of the Standard Player Agent Agreement. These sub-regulations may include (without limitation) a requirement for all new or varied contracts in respect of the representation of Players by Accredited Agents to be in the prescribed form and for all such contracts to be lodged with the ACA.

- (b) If an Accredited Agent wishes to enter into Standard Player Agent Agreement (or any other agency agreement) for more than a five (5) year term with a player (be they at that stage a Player or otherwise) who is, at that time under twenty (21) years of age, they must ensure that the player has consulted with the ACA before signing. If not, the contract may be voidable at the election of the player.
- (c) Any Accredited Agent (or relevant Agent Employer Entity) who was a party to a valid Standard Player Agreement entered into under the previous version of these Regulations (prior to 30 June 2017), may continue to use that form of agreement, until it expires or is terminated (but not 'renew' or 'rollover' that agreement).

6.3 Professional Indemnity Insurance

- (a) Each Accredited Agent must at all times have in place professional indemnity insurance cover **that names them as an insured** with a reputable insurer to a value of at least \$2 million (or such other value as determined by the Accreditation Board from time to time for the purposes of this Regulation) in accordance with any requirements, from time to time, of the Accreditation Board and must disclose a copy of the policy, a certificate of currency and related documents promptly upon request by the ACA. The relevant Agent Employer Entity (if any) must **also** be insured as set out above.
- (b) Each Accredited Agent must provide a certificate of currency for the professional indemnity insurance in accordance with paragraph (a) above to the ACA within five (5) Business Days following expiry of each policy period.
- (c) In the event of breach of paragraphs (a) or (b) above or where the ACA otherwise has reason to believe that the Accredited Agent (and relevant Agent Employer Entity, if any) is no longer insured under the professional indemnity insurance policy relied upon by the Accredited Agent for the purposes of his or her Accreditation, (without limiting any action which may be taken by the Accreditation Board), the ACA may immediately suspend the Accredited Agent's Accreditation (by notice to the Accredited Agent) until a certificate of currency demonstrating cover in accordance with these Regulations is provided.

6.4 Continuing Education and Testing

- (a) Where the Accreditation Board deems appropriate (in the interests of achieving the Objects set forth in Regulation 1.1) it may from time to time specify education courses, seminars or similar activities which must be undertaken by Accredited Agents. Unless otherwise provided by the Accreditation Board, all Accredited Agents must participate in those courses, seminars or similar activities.
- (b) The Accreditation Board may also require Accredited Agents to demonstrate relevant knowledge by way of testing or examination (which may be in connection with the courses, seminars or similar activities described in paragraph (a) above or otherwise), additional to any tests or examinations required in relation to the initial Accreditation of the Accredited Agent.

7 Complaints, Investigations and Discipline

7.1 Complaints and Investigations

The Accreditation Board (and/or the ACA or any other agent on its behalf) may consider any complaint against an Accredited Agent or investigate any possible or alleged breach by an Accredited Agent of these Regulations (including the Code of Conduct) or any Standard Player Agent Agreement or any circumstances which indicate that one or more of the Prescribed Matters may apply to the Accredited Agent.

7.2 Determination of Findings by Accreditation Board

Where it appears to a majority of the Accreditation Board that:

- (a) one or more of the Prescribed Matters may apply to an Accredited Agent; or
- (b) an Accredited Agent may have breached these Regulations (including the Code of Conduct) or any Standard Player Agent Agreement,

the Accreditation Board may:

- (c) provide the Accredited Agent with a reasonable opportunity, in writing, to respond to the relevant allegations and show cause why the Accreditation Board should not exercise any of its powers pursuant to Regulation 7.3 in relation to those allegations; or
- (d) conduct a hearing in relation to the relevant allegations (which may take place in person, by telephone or by electronic means). The procedures for the hearing will be determined by the Accreditation Board, but the hearing must comply with the requirements of natural justice.

7.3 Discipline

If, following the process in Regulation 7.2, a majority of the Accreditation Board is satisfied on the balance of probabilities that:

- (a) one or more of the Prescribed Matters applies to the Accredited Agent; or
- (b) the Accredited Agent has breached these Regulations (including the Code of Conduct) or any Standard Player Agent Agreement,

the Accreditation Board may (by majority vote) determine to:

- (c) seek to agree a sanction with the Accredited Agent;
- (d) suspend or cancel the Accreditation of the Accredited Agent;
- (e) issue the Accredited Agent with a warning or reprimand;
- (f) fix any period during which the Accredited Agent will not be permitted to re-apply for Accreditation;
- (g) impose conditions in relation to the above; and/or
- (h) in respect of any matters described in paragraph (b) above only, require the payment of reasonable compensation (in an amount determined by the

Accreditation Board) by the Accredited Agent for persons affected by the relevant contravention (payable to the ACA for distribution to those persons affected in its absolute discretion) as a condition of the continued Accreditation of the Accredited Agent.

7.4 Notification of Determination

Where the Accreditation Board determines to exercise any of its powers pursuant to Regulation 7.3, the ACA will provide notification of this determination to the Accredited Agent (or Cancelled or Suspended Agent) within five (5) Business Days after the determination, who may appeal the determination to the Appeals Board pursuant to Regulation 9.

7.5 Binding Determination

Any determination of the Accreditation Board pursuant to this Regulation 7 will be final and binding, subject only to any appeal in accordance with Regulation 9.

8 Effect of Suspension or Cancellation of Accreditation

8.1 Suspended or Cancelled Agents Must Notify Players

Any Suspended or Cancelled Agent must, within two (2) Business Days following the commencement of the cancellation or suspension of his or her Accreditation, provide written notification of the cancellation or suspension to all Players who are parties to any relevant Standard Player Agent Agreements in relation to the Suspended or Cancelled Agent.

8.2 Must Not Hold Out as Accredited Agent

Any Suspended or Cancelled Agent must not:

- (a) during any period of suspension (where the Individual's Accreditation has been suspended);
- (b) following any cancellation of Accreditation (where the Individual's Accreditation has been cancelled, unless and until the individual successfully re-applies for Accreditation pursuant to these Regulations),

hold him or herself in any way to be an Accredited Agent (or use the Logo) and must take all reasonable steps to ensure that his or her Agent Employer Entity does not do so.

8.3 Cancelled Agents Must Re-Apply

Except as otherwise determined by the Accreditation Board, any Individual who has had his or her Accreditation cancelled who wishes to again become an Accredited Agent will be required to re-apply for Accreditation and satisfy all requirements for Accreditation as applicable to Applicants pursuant to Regulation 5.

9 Appeals

9.1 Time Limit for Notice of Appeal and Fee

Where, in these Regulations, it is provided that an Individual may appeal a determination of the Accreditation Board to the Appeals Committee pursuant to this Regulation 9, that Individual (**Appellant**) may only commence such an appeal by:

- (a) providing written notice to the ACA that he or she wishes to appeal the Accreditation Board's determination; and
- (b) lodging the Appeal Fee with the ACA,

within fifteen (15) Business Days after being notified of the determination.

9.2 Composition of Appeals Committee

- (a) The members of the Appeals Committee will be appointed (or dismissed) by the ACA.
- (b) A minimum of one member of the Appeals Committee (as determined by the ACA) will determine each appeal.
- (c) At least one member of the Appeals Committee determining each appeal must be an experienced past or present legal practitioner.
- (d) The Appeals Committee must not include any current Board Members or any previous Board Members who were involved in the determination being appealed.

9.3 Powers of Appeals Committee

For the purposes of an appeal pursuant to this Regulation 9, the Appeals Committee may:

- (a) confirm any determination of the Accreditation Board; or
- (b) substitute its own determination in place of the determination of the Accreditation Board; and
- (c) exercise all powers as were available to the Accreditation Board in relation to the original determination.

9.4 Procedures of Appeals Committee

The Appeals Committee may determine its own procedures (including, without limitation, by conducting the whole or any part of the appeal on the papers or by telephone or electronic means), provided that:

- (a) the Appeals Committee must comply with the requirements of natural justice;
- (b) the following parties will have standing before the Appeals Committee:
 - (i) the Appellant;
 - (ii) any current Board Member;
 - (iii) any past Board Member who was involved in making the determination being appealed;

(iv) the ACA; and

(v) CA.

9.5 Appeals Committee Not Required to Provide Reasons

The Appeals Committee is not required to provide reasons for any of its determinations pursuant to these Regulations.

9.6 Refund of Appeal Fee

The Appeal Fee will not be refundable unless the appeal is successful and the Appeals Board determines that the Appeals Fee should be refunded.

9.7 Determinations Final and Binding

Any determinations of the Appeals Board pursuant to this Regulation 9 will be final and binding.

10 Agents of Overseas Players

10.1 Agents of Overseas Players:

- (a) are not currently required to be Accredited by these Regulations;
- (b) are required by the MOU to complete a “Player Agent Integrity Declaration” by reason of Article 16.4 of the MOU if they wish to act on behalf of Overseas Player as set out in Article 16.2 of the MOU;
- (c) are eligible to be Accredited under these Regulations, and may elect to apply to be Accredited.

11 Logo

11.1 Accredited Agents will be entitled to the use of the ACA Accredited Player Agent logo (**Logo**) on business cards, email signatures, letterhead and other approved business material in accordance with the ACA Accredited Player Agent Logo Guidelines. An Accredited Player Agent will be identifiable by this mark, which is only entitled to be displayed by an Accredited Agent under the ACA Player Agent Accreditation Scheme.

11.2 The Logo cannot be used by Agent Employer Entity unless directly connected with promotion or marketing of a particular Accredited Agent (and not their business more generally).

12 Miscellaneous

12.1 Notices

A notice will be taken to have been delivered to an Accredited Agent or an Applicant for Accreditation if it has been:

- (i) delivered to him or her in person;
- (ii) posted to the address;

- (iii) sent by email to the email address;
- (iv) sent by facsimile to the facsimile number,

most recently notified by him or her to the ACA or stated in the Register.

12.2 Amendments

These Regulations may be amended by agreement in writing between CA and the ACA from time to time. Amendments will be binding upon Accredited Agents, provided that that they will not be binding upon an Accredited Agent until at least twenty-eight (28) days after the ACA has delivered a notice specifying the amendments to the Accredited Agent in accordance with Regulation 12.1.

12.3 Interpretation

In these Regulations, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a Regulation, clause, paragraph, schedule or annexure is to a Regulation, clause or paragraph of, or schedule or annexure to, these Regulations, and a reference to these Regulations agreement includes any schedule or annexure or any sub-regulations made pursuant to these Regulations;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to time is to Melbourne, Australia time;
- (f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and
- (h) headings are for ease of reference only and do not affect interpretation.

Schedule 1

Code of Conduct for Accredited Agents

1 General

- 1.1 Accredited Agents must at all times act in accordance with the law and the legitimate best interests of each Player they represent.
- 1.2 Accredited Agents must act in a professional manner, with due care and skill and with honesty and integrity towards each Player they represent.
- 1.3 Accredited Agents must give each Player a complete and truthful account of all negotiations, dealings and other matters conducted by them on behalf of the Player.
- 1.4 Accredited Agents must at all times represent Players with a conscientious regard for their personal and professional welfare.
- 1.5 Accredited Agents must not do anything that is materially detrimental to any Player they represent.
- 1.6 Accredited Agents must not act dishonestly or fraudulently in representing a Player or in any dealings with the Accreditation Board, the ACA, CA, the State Association or Territory Cricket Associations, or BBL Teams.
- 1.7 Accredited Agents must provide professional advice to, and act within the scope of their instructions provided by, the Player.
- 1.8 Accredited Agents must not do anything to bring the Game of Cricket into disrepute.
- 1.9 Accredited Agents must comply with all provisions of this Code of Conduct and the ACA Player Agent Accreditation Regulations from time to time.

2 Conflicts of Interest

- 2.1 Accredited Agents must not be employed, contracted or otherwise engaged to provide coaching, management, consultancy, advisory or administration services to CA, a State Association or a W/BBL Team ("**Services To A Cricket Employer**"), unless the Accreditation Board has provided prior written approval. Where approval has not been provided by the Accreditation Board, the Accredited Agent is prohibited from performing the Services To A Cricket Employer while he or she maintains Accreditation under these Regulations. If the Accredited Agent elects to perform the Services To A Cricket Employer, without prior written approval, his or her Accreditation may, amongst other things, be suspended for such period as determined by the Accreditation Board.
- 2.2 Accredited Agents must not engage in any activity which creates an actual or potential conflict of interest with their representation of a Player unless they have first provided full disclosure to the Player of the nature and extent of their interest and received the Player's express written consent to the conflict.
- 2.3 Accredited Agents must not solicit or accept any fees, commissions, money or any other benefit from any Cricket Team or Body in relation to any Standard Player Contract (unless by way of a direct payment of a commission or fee on behalf of a Player for whom he or she acts

as an Accredited Agent, if expressly authorised in writing by that Player and that payment is fully disclosed to the Player).

3 Confidentiality

- 3.1 Accredited Agents must maintain confidentiality in relation to all dealings involving any Player they represent except:
- (a) as directed by the Accreditation Board to comply with these Regulations;
 - (b) with the express written consent of the Player; or
 - (c) to the extent that they are required by law to disclose such matters.
- 3.2 Accredited Agents must keep the MOU and its contents confidential and only use it for the purposes of acting as an Accredited Agent or seeking legal, taxation or financial advice in the course of and for the purposes of acting as an Accredited Agent (or as required to be disclosed by compulsion of law).

4 Inducing Breach of Agent's Contract

Accredited Agents must not (and must ensure that his or her Agent Employer Entity does not) procure, induce, assist or encourage a Player to breach the terms and conditions of that Player's contractual arrangements with another Accredited Agent or that other Accredited Agent's Agents Employer Entity.

5 Records and Accounts

- 5.1 Accredited Agents must establish and maintain, throughout the period of representation, and for a period of not less than two (2) years after the conclusion of a Player's client relationship with the Accredited Agent or his employer, a comprehensive file and/or record of all services performed including (but not limited to), notes and memoranda regarding contract negotiations, fees, playing contracts, player representation agreements and deliver the same to the Player on request in writing.
- 5.2 Accredited Agents must comply with best accounting practice and make available books and other records to the Accreditation Board and other relevant authorities, as appropriate, for audits and other relevant purposes.

6 Compliance with MOU and CA Codes and Policies

- 6.1 Notwithstanding that an Accredited Agent is not a party to or otherwise bound by the MOU (including its Schedules), it is acknowledged that Accredited Agents will have an authority to act on behalf of (and influence) Players they represent in accordance with the Standard Player Agent Agreement.
- 6.2 An Accredited Agent must:
- (a) insofar as the following documents seek to impose obligations directly upon the Accredited Agent comply with; and
 - (b) not facilitate or induce a breach by the Player he or she represents of,

the MOU (and its Schedules) and CA Codes and Policies including (but not limited to):

- (i) Any Standard Player Contract;
- (ii) An Overseas Club / Team Playing Agreement;
- (iii) The State Player Contracting and Remuneration Rules;
- (iv) The W/BBL Player Contracting and Remuneration Rules;
- (v) An Application to Play Overseas (Form 1 referred to in Article 14.1(c) of the MOU);
- (vi) The CA Code of Conduct;
- (vii) The CA Anti-Doping Code;
- (viii) The CA Anti-Corruption Code; and/or
- (ix) The CA Illicit Substances Rule.

7 Professional Development and Knowledge

- 7.1 Accredited Agents must maintain and improve their professional development by:
- (a) maintaining an up-to-date and thorough working knowledge of the MOU between CA and the ACA, Standard Player Contracts under the MOU, CA and ICC codes and policies, the ACA Player Agent Regulations, any Standard Player Agent Agreement and this Code of Conduct;
 - (b) sitting for any examination or test which the Accreditation Board reasonably requires;
 - (c) attending the Bi-Annual Conference (unless there are extenuating circumstances for non-attendance); and
 - (d) attending or completing any compulsory conferences, seminars, workshops, online modules and the like (as required by the Accreditation Board).

8 Disclosure

- 8.1 Accredited Agents must disclose to Players they represent where they directly or indirectly solicit or accept money or anything of value for referring the Player to any third party for a product or service.
- 8.2 Accredited Agents must disclose their qualifications or lack thereof in any area on which they give or intend to give advice to a Player.
- 8.3 Accredited Agents must disclose to Players they represent any professional or commercial involvement they may have with any Cricket Team or Body or any of its coaches, officials, employees, directors or officers.
- 8.4 Accredited Agents must disclose to all Players they represent any material information they are aware of relating to the Player's personal affairs, contract negotiations or employment or commercial opportunities.

Accredited Agents must abide by the following rules in relation to Approaching cricket players they may possibly seek to represent as clients in the future:

- (a) Accredited Agents (or the Agent Employer Entity) must not Approach any player under 18 years of age, except through their parents or legal guardians. This applies whether or not they are a Player (as defined).
- (b) Accredited Agents (or their Agent Employer Entity) must not Approach any players during the time period when they are participating in state or national under-age representative competitions except with the written approval of the ACA's Operations Managers and CA at specified times and in circumstances (if any) expressly permitted. This applies whether or not they are a Player (as defined).
- (c) Accredited Agents (or their Agent Employer Entity) must not Approach any players while they are attending the CA Centre of Excellence (except with the written approval of the Manager of the CA Centre of Excellence). This applies whether or not they are a Player (as defined).
- (d) Accredited Agents (or their Agent Employer Entity) must not Approach players during the period commencing seven days before their secondary school or university examinations and concluding after their examinations are completed. This applies whether or not they are a Player (as defined).
- (e) Where an Accredited Agent (or their Agent Employer Entity) Approaches, or is Approached by, a Player who is a party to a player agent agreement with another Accredited Agent (or their Agent Employer Entity) ("**Current Accredited Agent**"), they must:
 - (i) advise the Player that he/she cannot represent the Player while he/she is being represented by another Current Accredited Agent (to the extent that current Accredited Agent has an exclusive agency arrangement with the Player, which is a common form of such arrangement);
 - (ii) advise the Player that he or she may only commence representing the Player (if they have an exclusive agency arrangement with their Current Accredited Agent):
 - A. by agreement or consent of the Current Accredited Agent;
 - B. once the Player or current Accredited Agent has terminated the player agent agreement in accordance with the terms of that player agent agreement; or
 - C. once the player agent agreement with the Current Accredited Agent has expired.
 - (iii) not represent or act on behalf of the Player until they have received confirmation of the matters in clause (ii) A to C above.
 - (iv) in the event the Accredited Agent is engaged by the Player, advise the ACA as soon as practicable following the execution of a Standard Player Agent

Agreement and send a copy of the executed Standard Player Agent Agreement to the ACA within twenty-eight (28) days of signing.

10 Standard Player Agent Agreement

Accredited Agents must comply with any Regulation or sub-regulations of the Accreditation Board with respect to the use of a Standard Player Agent Agreement.

11 Professional Indemnity Insurance

Accredited Agents (and their Agent Employer Entity if any) must at all times maintain professional indemnity insurance in accordance with the Regulations.

12 Support for Players Not Re-Contracted

Accredited Agents (and their Agent Employer Entity if any) must provide appropriate support and counselling for any Player they represent who is not offered a renewal of his or her playing contract with CA, a State Association or a W/BBL Team.

13 Cooperation with Accreditation Board

- 13.1 Accredited Agents must provide the Accreditation Board in a timely manner with all materials and information that it deems relevant with respect to any inquiry it is making and in all other respects cooperate fully with the Accreditation Board.
- 13.2 This obligation is subject to an Accredited Agent's obligations of confidentiality to a Player, provided that the Accredited Agent must advise the Accreditation Board where he or she withholds any materials or information on the basis of confidentiality and the Accreditation Board may require the Accredited Agent to disclose confidential materials or information with the consent of the Player.

14 Definitions

In this Code of Conduct, defined terms have the meanings given in Regulation 1.2 of the ACA Player Agent Accreditation Regulations. In addition, the following terms have the following corresponding meanings:

Cricket Team or Body means:

- (a) CA;
- (b) a State Association;
- (c) a W/BBL Team;
- (d) any other cricket club or team or other person proposing to operate a cricket team;
- (e) any other cricket governing body or other person operating or proposing to operate a professional cricket competition; or
- (f) any person acting on behalf of a party in paragraphs (a) to (e) above.

Sub Regulation 1 dated 31 October 2017

The Agent Accreditation Board passed the following Sub-Regulation dated 31 October 2017 pursuant to Regulations:

“Sub-Regulation 1

Subject to Regulation 6.2(c) of the Regulations, the following forms of Standard Player Agent Agreements are hereby prescribed for use by an Accredited Agent (or their Agent Employer Entity) in accordance with Regulation 6.2 as set out below:

- (a) The Standard Player Agent Agreement (Agent Employer Entity) must be used by an Agent Employer Entity when contracting with a Player as permitted by Regulation 5.1 of the Regulations. Please note that the Agent Employer Entity is required to employ an Accredited Agent to provide the Services under that agreement, who must be listed in the schedule to that agreement.*
- (b) The Standard Player Agent Agreement (Individual Accredited Agent) must be used by an Accredited Agent when contracting directly with a Player in his or her own name and capacity (as an Individual as defined in the Regulations).*

These agreements must be lodged with the ACA within 7 days of signing.”

A copy of the above agreements are available at <http://www.auscricket.com.au/agents/agent-accreditation>.