

# Basketball New Zealand (BBNZ)

## Player Representative Charter

Effective Date: 1 January 2026

### Purpose

This Charter sets standards for representatives who manage basketball players in New Zealand. It ensures integrity, transparency, and alignment with BBNZ values (Mana, Tika, Hono), BBNZ policies, national and international regulations.

BBNZ recognises the important role played by those who provide individual contract or management representation and believes the interests of players are enhanced by maintaining standards of this Charter. An Accredited Representative must be able to demonstrate that they have the knowledge, integrity, competence and professionalism to justify being classified as an Accredited Representative and they must maintain these standards at all times.

### Scope & Application

Applies to all representatives seeking BBNZ accreditation and players engaging representatives.

For the avoidance of doubt, this Charter covers the services provided to players in respect of their amateur and/or professional basketball career and related contract negotiations.

BBNZ may amend the terms of this Charter from time to time and will update Representatives and stakeholders of any updates.

### Alignment with Existing BBNZ & NZ Sport & Recreation Integrity Framework

- [BBNZ Code of Conduct](#): values-based behaviour standards, reporting and misconduct pathways for all participants.
- [BBNZ Safeguarding Policy](#) and [BBNZ Tamariki and Rangatahi Protection Policy](#): requirements for safer recruitment, checks, disclosure and response to harm. and
- Players & Officials Regulations ([BBNZ Regs Book 4](#)): eligibility rules, transfers/loans, and the players' agent section.
- [Selection Policy & Player Eligibility Guidance](#): national team eligibility and flowchart (citizenship, passports before age 16, FIBA declarations).
- [The Code of Integrity for Sport and Recreation \(the Integrity Code\)](#) : minimum standards, including prohibition of harmful behaviours, safeguarding, dispute resolution, and cooperation with the Commission.

### Definitions

**Representative:** Person acting on behalf of a player in negotiations or endorsements.

**Accreditation:** Formal approval by BBNZ to operate as an accredited representative.

### 1. Accreditation under this Charter

BBNZ accredits representatives as Full or Provisional.

BBNZ may grant an applicant Provisional Accreditation. A Provisional Accredited Representative shall be bound by (and must comply with) all aspects of this Charter as if they were an Accredited Representative and be committed to acquiring full accreditation within 12 months. Provisional accreditation lasts up to 12 months (extendable once) and must be disclosed to existing and potential players.

If full accreditation is not achieved within this timeframe, that person's Provisional Accreditation shall lapse (and BBNZ may contact all individual players who that representative represents and inform the player or players of the removal of the Provisional Accreditation status and the reason for it).

If an individual is granted BBNZ Provisional Accreditation they must ensure they use this full description whenever referring to their accreditation status. They must also disclose this status to every player (regardless of age) before they enter into any agreement with a player, whether it be written or verbal (and including an Authority to Represent) and any publications or documents referring to the person's accreditation status must use the term "Provisional Accredited Representative".

Applicants undergo fit-and-proper checks (character, criminal history, Children's Act safety checks where minors are represented), capability assessment (contracts, negotiation, NZ basketball ecosystem), and acceptance of the Charter.

## 2. Application & Approval Process

Accreditation as a representative under this Charter is a privilege to individuals who wish to provide services to players in respect of their amateur and/or professional basketball career and related contract negotiations both domestically and internationally.

No applicant has the right to accreditation. In making an application for accreditation, an individual acknowledges that BBNZ has discretion to decline the application or, if the application is granted, at any time following accreditation to remove the accreditation or to take other action after a Complaint has been determined following the Disputes and Complaints Procedure outlined in [Schedule D](#).

In order for an application to be considered, an individual must:

1. submit the application form in [Schedule A](#)
2. provide a curriculum vitae in writing highlighting relevant experience and qualifications
3. undergo NZ police vetting process as part of a Children's Worker Safety Check under the Children's Act 2014. The vetting report must prove there are no red flags and the applicant must not have been convicted of any crime or offence punishable by two years of imprisonment or more (except for any crime or offence to which the Criminal Records (Clean Slate) Act 2004 applies) – this is to be done every 3 years
4. attend a panel interview
5. agree to abide by the terms of this [Charter](#)

Eligibility requires the applicant must be a fit and proper person, pass police vetting checks every 3 years, demonstrate competence in contract negotiation and player welfare.

If BBNZ grants accreditation to a Representative, he or she will be added to a register maintained by BBNZ. This register will include the Accredited Representative's full name, business address and contact details, date upon which he or she became accredited, professional indemnity insurance status and a brief biography detailing experience and qualifications.

## Process

- A BBNZ assessment panel will review applications on a bi-monthly cycle.
- The assessment panel will contact you to arrange a time for an interview
- Accreditation is contingent on BBNZ receiving a clean police vetting record
- Accredited representatives must comply with all FIBA and BBNZ regulations.
- Once applications have been reviewed BBNZ may request more information prior to confirming or rejecting accreditation.
- BBNZ will confirm with the applicant the result of their application as soon as practicably possible.
- If the applicant received endorsement status, this will be published on the BBNZ website and information on how individuals can contact the agent will also be displayed on the BBNZ website. It is up to each individual agent to advise BBNZ if contact information needs updating

## 3. Representative Agreements

It is acknowledged that not all Accredited Representatives enter into formal written agreements with the players they represent. While BBNZ recommends the use of written agreements, they are not required under the Charter. However if a written agreement is entered into, it must record:

1. The services being provided;
2. The way in which fees will be charged and paid;
3. Term of the engagement (which shall not exceed 2 years);
4. Dispute Resolution Procedure (which unless agreed otherwise will be as detailed in Schedule D of this Charter);
5. Exclusivity (which shall not exceed the period of the engagement);
6. Termination Rights (which must include a right for either party to terminate on one month's notice provided that in the event that the player terminates the agreement any fees due under that agreement as a result of a pre-existing contract negotiation remain payable; and
7. Confidentiality/Treatment of Information (recording that the representative must keep confidential any information in their possession relating to the player.

In addition, any verbal agreements entered into between an Accredited Representative and a player must not be inconsistent with these requirements.

A copy of a standard "Representative Agreement" is provided in [schedule B](#) to this Charter.

The terms of this agreement may only be amended in a manner that benefits the player.

It is acknowledged that pre-existing representative agreements may not be consistent with the requirements above. The Accredited Representatives agree to use the Representative Agreement provided or resolve any such inconsistencies in their current representative agreement within a period of six (6) months of becoming an Accredited Representative. The Accredited Representatives agree to manage any dispute arising under such pre-existing arrangements in good faith and in accordance with this Charter.

## 4. CPD Requirements

Annual CPD of 8–12 hours covering contract law, welfare, reviewing BBNZ policies, and integrity standards are required

## 5. Code of Conduct

The Accredited Representatives agree that in order to achieve and maintain accreditation, they will:

- comply with the terms of this Charter;
- comply with the [BBNZ Code of Conduct](#)

- charge a player no more than what is fair and reasonable for the work done;
- not accept any financial or other rewards for the representative services provided unless the player is aware of the reward;
- exercise due care and skill;
- exercise professional judgment within the bounds of the law;
- not engage in any conduct involving dishonesty, fraud or deceit;
- not unduly use, or take advantage of (to an unfair or excessive extent), the influence of an existing player to secure a new player; and
- Accredited Representatives must also manage actual or potential conflicts of interest with considerable care.

A conflict of interest arises where there is a conflict or a risk of a conflict between the interests of the Accredited Representative and the interests of the player they represent.

In those circumstances, as a minimum, the Accredited Representative must disclose to the player, at the earliest opportunity, the existence and extent of the representative's interest. If an Accredited Representative is unable to give genuinely independent advice to a player and/or is unable to act in the best interests of a player because of a conflicting interest, the Accredited Representative must refer the player to another Accredited Representative (who is not conflicted) to act for the player in that particular negotiation.

Accredited Representatives need to take particular care if they accept or hold a coaching, management, or selecting position with a BBNZ association, franchise, BBNZ or any other entity that a player may with. While each case must be assessed on its own facts, if a player is considering contracting with an entity that an Accredited Representative is linked to in the manner described above, the Accredited Representative is required, as a minimum, to;

- Fully disclose to the player the role the Accredited Representative holds and the actual or potential conflict that exists; and
- If the player is a member of the team that the Accredited Representative coaches, manages or selects, refer the player to another Accredited Representative (who can be part of the same organisation as the Accredited Representative as long as the other Accredited Representative was not also conflicted) to act for the player in that particular negotiation.

Accredited Representatives also need to act with considerable care to ensure they are not conflicted and can provide quality independent advice if they accept or hold a position of employment with a BBNZ association, a franchise, BBNZ or any other entity that a player may contract with, or where either the representative or the entity they are contracted to, is receiving financial benefits from a BBNZ association, a franchise, BBNZ.

An Accredited Representative must, on request from BBNZ, provide evidence that they are complying with this clause.

## **6. Fees & Payments**

In all instances the way in which any fees are charged by a representative to a player and paid by that player will be discussed and agreed with the player prior to the engagement commencing.

- all fees disclosed in writing
- no hidden commissions

- comply with BBNZ and FIBA payment rules.

## **7. Working with Minors**

The Accredited Representatives agree not to enter into an agreement, whether it be a verbal or written agreement (including an [Authority to Represent](#)), with a player under the age of twenty (20) years of age without the player having made contact with the players guardian and received consent from them to work with the player.

Undergo a NZ police vetting process as part of a Children's Worker Safety Check under the Children's Act 2014. The vetting report must prove there are no red flags, and the applicant must not have been convicted of any crime or offence punishable by two years of imprisonment or more (except for any crime or offence to which the Criminal Records (Clean Slate) Act 2004 applies) – this is to be done every 3 years.

Compliance with BBNZ Safeguarding and Tamariki & Rangatahi Policies is a must.

## **8. International Representation**

Comply with FIBA regulations for transfers and eligibility

## **9. Selection & Eligibility**

Advise players of BBNZ Selection Policy and eligibility rules including residency and citizenship.

## **10. Disclosure of Information**

Comply with NZ Privacy Act, particularly in securing handling of player data.

The Accredited Representatives agree to:

- be open and communicative with any player about all matters which might be relevant to that player's interests;
- not provide any false or misleading information to any player or BBNZ;
- provide BBNZ a quarterly report (calendar year) with updates on player representation, player locations and transfer updates;
- provide any information requested by the BBNZ in relation to an application for accreditation, a complaint or to ensure compliance with this Charter;
- not withhold any information relating to a player from that player;

In addition, an Accredited Representative will disclose any arrangement between themselves and BBNZ or any other contracting entity to a player before the provision of any advice or negotiation. For the avoidance of doubt, an Accredited Representative must disclose any fee arrangement negotiated with any employing or contracting entity and will deduct any fees paid from the amount otherwise charged to the player.

## **11. Data Protection and Record Keeping**

Accredited Representatives must comply with the NZ Privacy Act, particularly in securing handling of player data.

Accredited Representatives will maintain comprehensive files relating to players, including details of services performed and all matters relating to that player whether prospective or actual.

A player may have access to this file at any time. Accredited Representatives agree to provide each player with at least one statement per year which itemises all fees charged and services performed by the Accredited Representative.

## **12. Confidentiality**

Accredited Representatives must keep confidential any information in their possession relating to a player (except with that player's consent to disclose such information or as may be required under this Charter).

They must not make any media comment about any aspect of a player's affairs without the prior consent of that player.

## **13. Influence**

Accredited Representatives may not:

- act as the representative for a player where that player is represented by another representative without receiving either a copy of the notice of termination (and satisfying any notice period) or the written consent of the other representative;
- or offer any inducements to a player, financial or otherwise, in order to encourage that player to break an existing contract (including any obligation to give notice); or
- offer any inducement, financial or otherwise, to existing clients to influence or secure a new client;
- or offer any scholarship or other form of incentive or reward to any player, school, club, or other entity if that scholarship, incentive or reward is in any way conditional on:
  - a player having to use the services of that representative or their agency; or
  - the school, club or other entity giving any form of exclusive or preferential access to the representative or his or her agency to its players.

Any scholarship or incentive or reward programme provided by an Accredited Representative (or their agency) must contain explicit reference to these conditions.

## **14. Intellectual Property**

Accredited Representatives may not use the intellectual property of the player or BBNZ without their prior written approval.

## **15. Decision Maker**

For the purpose of the Disputes and Complaints Procedure, which is outlined in [Schedule D](#), there is to be an independent Decision Maker appointed, from time to time, and when needed by BBNZ and notified to the Accredited Representatives.

The Decision Maker shall be an experienced and respected member of the sporting and business or legal community who does not hold (nor has previously held) any position with BBNZ.

An Accredited Representative may object to the appointment of the Decision Maker in any dispute or complaint in which the Accredited Representative is a party, solely on the grounds that the Decision Maker lacks independence and/or expertise to fulfil the role specified in the Charter. BBNZ must consider that objection in good faith and if there is a prima facie case to support that objection, BBNZ shall invite the Chairman of the New Zealand Sports Disputes Tribunal (or nominee) to appoint the Decision Maker.

## 16.Complaints

Any player or guardian of a player may make a Complaint alleging a breach of the Charter by an Accredited Representative. A Complaint must be made in writing to the BBNZ. If in BBNZ's opinion there is a prima facie case against that Accredited Representative, BBNZ will forward that notice to the Decision Maker and a copy to the Accredited Representative who is the subject of that Complaint. The Accredited Representative who is the subject of that Complaint shall have the opportunity to seek independent advice. The Disputes and Complaints Procedure, which is outlined in [Schedule D](#), will be followed in the consideration of the Complaint by the Decision Maker.

## 17.Penalties

Where the Decision Maker is satisfied that a Complaint has been made out and an Accredited Representative has breached his or her obligations under this Charter, BBNZ may do one or more of the following things:

- issue a formal reprimand;
- cover the cost of legal costs (if applicable);
- and/or remove the representative's accreditation status.

In determining what actions to take BBNZ may consult with the Decision Maker. Where representative has his or her accreditation status removed, BBNZ may contact all the individual players who that representative represents and inform the player or players of the removal of accreditation status and the reason for it.

Where a complaint is made out regarding an Accredited Representative and a specific player or players, that player or players may terminate their Representative Agreements (written or otherwise) immediately.

Any fees due by that player under a pre-existing contractual arrangement will not be payable. Where a representative has had his or her accreditation removed any player represented by that representative may terminate their Representative Agreement (written or otherwise) immediately.

Any fees due by that player under a pre-existing contractual arrangement will not be payable. For the avoidance of doubt, nothing in the Complaint procedure in this Charter precludes a player or any other party from pursuing any other cause of action available under law.

## Schedule A: Application to become an Accredited Representative under the BBNZ Representative Charter

Name: \_\_\_\_\_

DOB: \_\_\_\_\_

Nationality: \_\_\_\_\_

Passport number: \_\_\_\_\_

FIBA licence number:  
(if applicable) \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Agency / Company: \_\_\_\_\_

Education (Degree(s) and institute, Years completed):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of NZ basketball players currently represented: \_\_\_\_\_

Have you ever been convicted of a criminal offence: No / Yes

Do you agree to BBNZ completing a police vetting check: No / Yes

Have you ever been subject to disciplinary action by any sporting body: No / Yes

Do you abide by this BBNZ Charter: No / Yes

Professional Indemnity Insurance: No / Yes

**Brief Biography:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I confirm the above is true and correct. I further confirm that I:**

- have attached a curriculum vitae highlighting relevant experience and qualifications;
- have attached a copy of a valid passport;
- have attached a copy of a FIBA agent licence (if applicable);
- have attached a copy of support letters from previous clients;
- prepared to undertake an interview with BBNZ;
- will, if becoming an Accredited Representative, abide by the terms of this Charter; and
- have not been convicted of any crime or offence punishable by two years of imprisonment or more (except for any crime or offence to which the Criminal Records (Clean Slate) Act 2004 applies).

**Signed:**

**The Applicant:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Send to:** [bbnz@nz.basketball](mailto:bbnz@nz.basketball) or;

Basketball New Zealand

PO Box 231

7 Waterloo Quay

Pipitea

Wellington 6011

## Schedule B: Representative Agreement

### Introduction

This Contract for Services (the **agreement**) is made between

\_\_\_\_\_ (the **Player** and/or Guardian); and

\_\_\_\_\_ (the Accredited Representative)

on this date \_\_\_\_\_

In addition to the terms contained in this agreement, the Accredited Representative has agreed to be bound by the BBNZ Accredited Representative Charter.

### Term

This agreement commences on \_and will expire on \_\_\_\_\_ (the **term**).

The term of this agreement must not exceed two (2) years.

### Age of the Player

The Player's date of birth is \_\_\_\_\_. If the Player is aged under 20 years of age the Accredited Representative must have made contact with the players guardian and received consent from them to work with the player.

### Services Provided

The services provided by the Accredited Representative will be \_\_\_\_\_

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## Fees (GST inclusive)

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## Confidentiality

The Accredited Representative agrees to keep confidential any information in their possession relating to the Player (except with the Player's consent to disclose such information or as may be required under the Charter).

The Accredited Representative agrees not to make any media comment about any aspect of the Player's affairs without the prior consent of the Player.

## Termination

This agreement may be terminated by either party on the provision of one month's notice in writing. In the event the Player terminates the agreement any fees due under this contract as a result of a pre-existing contract negotiation remain payable.

The Player may terminate this contract immediately if either:

- BBNZ determines that a complaint against the Accredited Representative has been made out in regards to a matter relating to that Player; or
- That representative has had his/her accreditation removed.

In such case any fees due under this contract as a result of a pre-existing contract negotiation will not remain payable.

## Dispute Resolution

In the first instance the parties to a dispute arising out of this agreement may endeavour in good faith to resolve it by consultation and negotiation.

If it is unable to be resolved by consultation and negotiation, the provisions of the Charter may be invoked by either party.

## Insurance

The Accredited Representative **does/does not** hold Professional Indemnity Insurance.

## Independent Advice

The Player has the right to receive independent advice before entering into this agreement. By signing this agreement, the Accredited Representative acknowledges that the Player has been given a reasonable opportunity to seek such advice.

**Signed**

The Player and/or Guardian \_\_\_\_\_

The Accredited Representative \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule C: Authority to Represent

This Authority to Represent (the **authority**) allows:

\_\_\_\_\_ (the Accredited Representative)

to represent the interests of

\_\_\_\_\_ (the Player) for the purposes of:

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Between the dates \_\_\_\_\_ and \_\_\_\_\_

In addition the Accredited Representative has entered into a Representative Agreement with the Player.

In addition to the terms contained in that agreement, the Accredited Representative has agreed to be bound by the BBNZ Charter.

### Signed

The Player and/or Guardian \_\_\_\_\_

The Accredited Representative \_\_\_\_\_

Date \_\_\_\_\_

## Schedule D: Disputes and Complaints Procedure

This Schedule outlines the steps that the Decision Maker must follow in the consideration of a Dispute or Complaint under this Charter.

The function of the Decision Maker is to consider the parties' respective positions and to make a decision.

Where the Decision Maker finds that a Complaint is made out, he or she may also recommend an appropriate penalty to be imposed by the BBNZ under the Charter.

Where the Decision Maker is asked to make a decision in respect of a Dispute that decision shall be in the form of a recommended resolution to the Dispute.

A Dispute case or Complaint must:

- a) Not exceed 2000 words;
- b) Specify the details of the Dispute or Complaint;
- c) If relevant; provide supporting evidence signed by attesting witnesses;
- d) Provide the party's contact details.

The Decision Maker will provide the other party or parties in the Dispute or Complaint with copies of all information relating to that Dispute or Complaint.

The other party or parties in the Dispute or Complaint shall have five working days from the date of notification to prepare a reply to the Dispute or Complaint.

A reply must:

- a) Not exceed 2000 words;
- b) Specify the details of the Dispute or alleged breach;
- c) If relevant, provide supporting evidence signed by attesting witnesses;

Provide the party's contact details. The Decision Maker may interview any person or obtain any additional information in relation to the Dispute or Complaint at any time.

In making a decision, the Decision Maker will ensure the rules of natural justice are observed.

The Decision Maker shall provide a written decision within ten working days from the date the reply is received. A copy of the written decision will be provided to all parties and to BBNZ.

## Schedule E: Acknowledgement of obligations

Basketball New Zealand (BBNZ) has the task of endorsing certain individuals as accredited Representatives. In order to achieve this status a person must meet certain standards set out in the BBNZ Representative Charter on Individual Contract and Management Representation (the Charter).

The purpose of this document is to certify that \_\_\_\_\_  
has been endorsed by BBNZ as an Accredited Representative.

By signing this agreement BBNZ confirms that the Representative:

- a) Has demonstrated competence in the outlined in this Charter

By signing this agreement the Representative confirms that he or she:

- a) has not been convicted of any crime or offence (except for any crime or offence to which the Criminal Records (Clean Slate) Act 2004 applies) ; and
- b) agrees to be bound by the terms of the Charter.

### Signed

By the Accredited Representative \_\_\_\_\_

and

on behalf of BBNZ \_\_\_\_\_

Date \_\_\_\_\_