

GUIDELINES FOR AGENT ACTIVITIES

1. General provisions

1.1. An agent is liable, in accordance with the law and good agent practices, and to the best of his ability, for safeguarding the rights and interests of the player (hereinafter “the Player”) by whom he is commissioned to operate. The agent shall comply with the agreement on the agent registration system, as well as with the decisions and provisions issued by the Agent Activities Assessment Board. The agent shall also control that the persons working for him or otherwise assisting him will comply with the regulations at issue and with good agent practices.

1.2. An agent shall not let his own interests, the stress caused by the matter, the troublesome issues related to the matter, the status of the parties, their nationality, race, gender, political or religious conviction, or other such issues, affect the way he performs his tasks.

1.3. An agent shall perform all the tasks assigned to him in an honest, confidential, and conscientious manner. The agent shall always act in compliance with sportsmanlike behaviour and in an ethically sound manner.

1.4. An agent shall act in an appropriate and irreproachable manner whilst performing his tasks, and he shall even otherwise avoid anything that could reduce the general trust for the agent trade.

2. Acceptance of tasks and drafting of commission agreements

2.1. An agent can choose the players he represents. If the agent does not wish to accept the task offered to him, he shall inform the party offering the task of his decision without delay. The agent has no obligation to announce the reason for his refusal.

2.2. An agent shall refuse to accept a task if there are circumstances preventing him from safeguarding the interests of the party offering the task free from side effects or with the rapidity and energy the matter requires. If such an issue arises during the commission, the agent shall announce it to the player without delay, and give up the task commissioned to him.

2.3. An agent shall give the party offering the task a correct and truthful picture of the tasks belonging to an agent and of the general need for an agent, prior to accepting the task. The agent shall even otherwise keep to the facts whilst obtaining commissions and marketing his services.

2.4. An agent shall not accept a commission, nor sign a commission agreement with a player under 15 years of age. Nor shall he approach players under 15 years of age or their immediate circles in the attempt of obtaining commissions for himself or someone else.

2.5. An agent shall not give, transmit, or promise money or benefits with monetary value to anyone in the attempt of making another party obtain players for himself or someone else.

2.6. An agent shall always sign a written agreement with the player before starting the task. The contract shall be based on the model agreement approved by the Agent Activities Assessment Board. The agent shall only offer, to ice hockey teams or corporations, players with whom he, or an agent cooperating with him, has an effective commission agreement.

3. Performing agent's tasks

3.1. An agent shall perform his tasks carefully, punctually, with the necessary rapidity, and without incurring unnecessary expenses to the player. The agent shall inform his players of all the matters that significantly affect the performing of the tasks.

3.2. An agent is liable for keeping to himself everything that he has learnt about the player and his conditions on the basis of the contractual relation. However, whilst marketing and representing the player and negotiating agreements for him, the agent has the right, with the player's permission, to give away necessary information of the player in order to obtain a player agreement for him.

3.3. An agent is liable for answering letters and other queries related to his agent activities without delay.

3.4. An agent shall not mislead the other party of the negotiations by providing intentionally incorrect or insufficient information of the facts. Nor shall the agent bring before the public incorrect or misleading communications or information about ongoing unfinished negotiations with the other party in the negotiations without the approval of the other party.

3.5. An agent shall treat the other party in the negotiations and other agents in compliance with good practice. Criticism directed at other agents shall not be irrelevant or unreasonable.

3.6. An agent shall not contact the players of another agent without justifiable reason. Should the agent contact a player or his immediate circles that he does not know to be represented by another agent, nor should know to be represented by another agent, the agent shall stop the contact immediately after learning that the player is represented by another agent.

3.7. An agent shall not let a third party use letterheads or invoice forms, envelopes, document templates or other printed material bearing his name or trade name.

3.8. An agent can perform his tasks as a partner in a company or corporation. In such a case the agent shall also commit himself to a personal responsibility towards his players to carry out his responsibilities and perform his tasks appropriately.

3.9. An agent shall make sure, whilst meeting the players in connection with rehearsals or games, that the meetings will not harm the players' ability to perform their tasks.

Meetings during young players' international team camps or tournaments, or during the charting events of the Finnish Ice Hockey Association, shall be avoided. However, all the meetings shall always be arranged with the team leader or, in connection with the charting events, with the leader of the camp.

4. Agent's fee

4.1. The agent's fee shall be reasonable with regard to the agent's tasks and proportionate to the fees applied to the trade in general.

4.2. Unless separately agreed otherwise, the agent shall not charge a player for the agent's fee before the player has signed his first remunerative player agreement with an ice hockey team or corporation.

4.3. When contacting an external specialist or partner agent on behalf of a player, the agent shall bear the resulting costs, unless separately agreed otherwise.

4.4. The agent's fee shall be made payable by the player. The agent shall provide the player with an invoice, receipt, or other written specification in return for the payment of the fee, which shows sufficiently clearly the bases on which the fee is determined.

4.5. An agent must not invoice or charge an ice hockey team or corporation for performing his tasks. Nor shall he otherwise accept money or benefits with monetary value from an ice hockey team or corporation for performing his tasks. This does not, however, preclude an arrangement where an ice hockey team or corporation pays the agent a sum payable to the player, and reduces it from the amounts to be paid to the player at the player's request and on his behalf.

5. Client funds

5.1. Client funds consist of funds which the agent has received from the player for performing a task or for other use, or funds which the agent has received from a third party on behalf of the player in order to be paid to the player.

5.2. An agent is liable for keeping the client funds apart from his own funds. The client funds shall be deposited in a public financial institution. The client funds shall be subject to bookkeeping.

5.3. An agent has the right to use client funds with the player's permission only in case he has receivables from the player incurred on the basis of the commission and which are already overdue. In such a case, drawing the funds out of the account shall be reported to the player without delay in the form of an invoice or other written specification.

5.4. When the commission on the basis of which the agent has received funds from the player is accomplished or has ended otherwise, the agent shall draft a final account of the funds without delay. The final account shall include all the funds accrued and all the credits and debits made.

6. Obligations to the Agent Activities Assessment Board

6.1. When the Agent Activities Assessment Board asks an agent to give a report of the performing of the agent's tasks or other matters related to agent activities, the agent shall give it within the period determined for giving the report. The agent shall answer such enquiries openly and truthfully.

6.2. An agent is liable for allowing the Agent Activities Assessment Board, or a person assigned by the Board, to inspect the accounts used for agent activities in view of controlling the agent's compliance with these guidelines or his keeping the client funds apart from personal funds. In such a case, the agent shall contribute to the proper conducting of the inspection. The liability for allowing inspections does not concern agents working under the control of the Finnish Bar Association.