**REPRESENTATION AGREEMENT between FOOTBALL AGENT and PLAYER/COACH**

**THIS REPRESENTATION AGREEMENT (the “Agreement”) is made BETWEEN:**

**NAME OF FOOTBALL AGENT: [Name] (the “Football Agent”)**

**ADDRESS: [Address]**

**FIFA LICENCE NUMBER: [FIFA licence number]**

**FA REGISTRATION NUMBER: [FA registration number]**

**and**

**NAME OF CLIENT: [Name of player or coach] (the “Client”)**

**ADDRESS: [Address]**

**DATE OF BIRTH: [Day/Month/Year]**

The Football Agent and the Client are each referred to as a “**Party**” and together the “**Parties**”.

BACKGROUND

1. This is a Standard Representation Agreement as referred to in the English Football Association’s (“**The Association**”) national football agent regulations in force at the date of this Agreement (the “**FA Football Agent Regulations**”) for use where Football Agent Services are being provided to a Player or Coach registered or domiciled in the territory under the jurisdiction of The Association at the time this Agreement is signed.
2. This Agreement contains the Obligatory Terms (shown in **bold** in this Agreement) and minimum requirements as required by the FA Football Agent Regulations.
3. The Football Agent is a natural person licensed by FIFA to perform Football Agent Services and who has registered with The Association in accordance with the FA Football Agent Regulations.
4. The Parties now set out in this Agreement the terms on which the Football Agent will be appointed to provide Football Agent Services to the Client.
5. Unless specified otherwise, all capitalised terms that are not defined in this Agreement shall have the meaning given to them in the FA Football Agent Regulations.

**IT IS HEREBY AGREED** as follows:

**APPLICABLE FOOTBALL AGENT REGULATIONS**

1. **Each Party shall comply with the FIFA Football Agent Regulations in force at the date of this Agreement (the “FFAR”) and the FA Football Agent Regulations in each case to the extent they apply.**

**SERVICES**

1. The Football Agent is appointed by the Client to provide the following Football Agent Services (the “**Services**”) in accordance with the FA Football Agent Regulations:

[**description of services to be added**]

**TERM**

1. This Agreement shall take effect on [**the date that it is signed by both Parties**] and shall automatically terminate on [**date**] without notice (the “**Term**”).

**SERVICE FEE**

1. In consideration for the provision of the Services during the Term, on each occasion that the Client enters into an employment contract during the Term which was negotiated by the Football Agent (an “**Employment Contract**”), the Client shall pay the Football Agent a service fee of an amount equal to [**insert percentage**]% of Remuneration received by the Client pursuant to the Employment Contract (the “**Service Fee**”).
2. The Client’s obligation to pay the Service Fee hereunder shall at all times be subject to any applicable terms of the FA Football Agent Regulations and the FFAR.

**EXCLUSIVITY**

1. For the purposes of the FA Football Agent Regulations and the FFAR, this Agreement shall be considered:

an exclusive Representation Agreement; or

a non-exclusive Representation Agreement.

If an “x” is not inserted above or if an “x” is inserted in both boxes, this shall be treated as a non-exclusive Representation Agreement.

**APPLICABLE LAW AND JURISDICTION**

1. **The following sub-clauses shall apply in relation to any dispute arising out of, or in connection with, this Agreement including but not limited to any question regarding its existence, validity or termination. For the purposes of this clause, international dimension shall have the meaning given to it in the FFAR.**
2. If this Agreement has an international dimension, disputes shall be exclusively determined under Rule K (Arbitration) of the Rules of The Association (as amended from time to time).
3. **If this Agreement does not have an international dimension, disputes shall be exclusively determined under Rule K (Arbitration) of the Rules of The Association (as amended from time to time).**
4. **This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of England and Wales and, subject to the preceding clause, the Parties submit to the exclusive jurisdiction of the courts of England and Wales.**

**STATEMENT ON INDEPENDENT LEGAL ADVICE**

1. **The Parties agree that, before entering into this Agreement, the Football Agent informed the Client in writing that the Client should consider taking:**
2. **independent legal advice in relation to this Agreement; and**
3. **in addition or as an alternative, advice from the PFA or LMA (as applicable) provided that the representative / employee of the PFA / LMA is not acting as a football agent for that Client.**
4. **The Client has given written confirmation of whether they have either obtained or decided not to take such independent legal advice and/or advice from the PFA or LMA in the form of the Annex to this Agreement.**

**TERMINATION**

1. A Party may terminate this Agreement in accordance with the termination rights prescribed in the FA Football Agent Regulations. A Party intending to exercise such a termination right shall do so by giving written notice to the other Party and termination of this Agreement shall be effective from the date of such notice.

**SIGNATURES**

A copy of this Agreement has been provided to each of the Parties and lodged with The Association as required by the FA Football Agent Regulations.

Signed by the Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

**Print Name:**

**If the Client is a minor:**

Signed by the Client’s legal guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

**Print Name:**

**Signed by the Football Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:**

**Print Name:**

**Annex to Representation Agreement**

**Legal advice declaration**

**I acknowledge that, before entering into the Agreement (to which this declaration is annexed), I was informed by the Football Agent in writing that I** **should consider taking:**

1. **independent legal advice in relation to this Agreement; and**
2. **in addition or as an alternative, advice from the PFA or LMA (as applicable) provided that the representative / employee of the PFA / LMA is not acting as a football agent for me.**

**I give my written confirmation (by inserting an “x” in the applicable box and by signing below) that I have:**

**taken independent legal advice and/or advice from the PFA or LMA; or**

**decided not to take independent legal advice and/or advice from the PFA or LMA.**

**If an “x” is not inserted above or if an “x” is inserted in both boxes, this shall be treated as a confirmation that I have decided not to take independent legal advice and/or advice from the PFA or LMA** **(provided the below is also signed).**

**Signed by the Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:**

**Print Name:**

**If the Client is a minor:**

**Signed by the Client’s legal guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:**

**Print Name:**