



Football Agents Regulations



Quick reference guide for REGISTERED LAWYERS

- Clubs and Players can pay their Authorised Agents by instalments, by an hourly rate or by a lump sum payment; (G.2)
- Authorised Agents must not make or seek to make payments of any kind to any Club, Club Official, Manager or Player as a result of a Transaction or Contract Negotiation. (G.3)

Registration Rights

- Authorised Agents are not permitted to own any interest in the Registration of a Player (including any interest in the future sale value of a Player). (H.11)

Sub-contracting

- If an Authorised Agent wishes to subcontract any Agency Activity to another Authorised Agent, he must obtain the prior written consent of his client, record the terms of the subcontracting arrangements in writing and disclose this information to The FA; (H.4)
- An Authorised Agent must not subcontract any aspect of Agency Activity to an unauthorised agent (which includes those authorised to practice in other jurisdictions but who have not registered with The FA). (H.5)

Owning shares in a Club

- Authorised Agents must not have an interest or shares in a Club (over a 5% limit) or have a position of influence over the Club (this includes an interest held by a close relative). (H.8)

Illegal approaches and Minors

- Authorised Agents shall not make approaches or enter into negotiations regarding a Player unless the Player's current Club has given permission to do so or the relevant rules permit; (H.7, J.9)
- Authorised Agents must not approach or enter into agreements with Players who are minors (under 16) and must not charge or receive any payment, fee or commission as a result of introducing such a Player to a Club (H.16, H.18);
- Authorised Agents may not enter into a contract with a Player between the age of 16 and 18 unless that contract is countersigned by the Player's parent or guardian (H.17).

This leaflet is intended as a brief guide to the new Regulations and seeks to identify the key points that relate to FA Registered Lawyers. For a more detailed explanation, please refer to the Regulations themselves or the accompanying detailed Guidance Notes – these are available on The FA website www.TheFA.com. Alternatively, further assistance or advice can be obtained by telephoning The FA Football Agents Regulations enquiry line on 0844 980 8213.

This leaflet does not form part of the Regulations, is subject to the terms of the Regulations and in the event of any conflict, the Regulations will apply.



The Football Association Football Agents Regulations

Key points for REGISTERED LAWYERS

(Numbers in brackets are references to the relevant regulations)

Registration (Appendix III)

- In order to perform any Agency Activity for an English Club or for a Player registered or seeking to register with such a Club, Lawyers (solicitors or barristers authorised to practice in England and Wales, or their professional equivalent in other jurisdictions) need to register with The FA in advance of performing such activity;
- Solicitors working through a sole practice, partnership or limited liability company regulated by the Solicitors Regulation Authority do not need to register although they may do so if they wish (see separate Quick Reference Guide for Exempt Solicitors).
- Individuals can register at any time but must do so before being involved in any relevant part of an English Transaction.
- An English Transaction is any Transaction involving an English Club or a Player registered, or seeking to register, with such a Club;
- To register, individuals should complete and return the relevant registration form to The FA. There is no fee to register. The registration lasts for as long as the individual retains a valid professional practising certificate;
- Registration is strictly personal and non-transferable. A lawyer's practice or company cannot apply for registration; it can only be granted to a natural person.
- Once registered, The FA shall inform the individual that he is entitled to act in English Transactions and publish his name as appropriate. The individual shall agree to be bound by the requirements of The FA Football Agents Regulations;
- Should The FA find that a Registered Lawyer has breached its Regulations, the individual may be warned, have his registration suspended and/or have his conduct reported to the Solicitors Regulation

Authority, Bar Council or other relevant authority and/or FIFA.

Registered Lawyers are subject to the same obligations as Authorised Agents. Where the following guidance refers to Authorised Agents, the obligations apply to Registered Lawyers as they fall within the definition of Authorised Agents. Reference to Clubs means English Clubs; reference to Players means Players registered or seeking to register with an English Club.

Use of Agents by Clubs and Players

- Clubs and Players may choose to represent themselves and do not have to use an Authorised Agent; (I.2)
- Authorised Agents cannot act as a "front" for unauthorised (unlicensed) agents. It is an offence for an Agent to act as a "front" (eg. where an Agent does not negotiate the deal but signs the paperwork at the end of the deal). (H.12, H.13)

Representation Contracts

- Authorised Agents conducting Agency Activity on behalf of a Club or Player must have a written contract in place before they conduct any Agency Activity. They must ensure that the contract is signed, dated and submitted to The FA within 5 days of execution (or at the time of the Transaction, if within the 5 days); (B.1, B.4)
- Authorised Agents should inform Players in writing to consider taking independent legal advice regarding the contract, allow reasonable time for the Player to take advice and obtain their written confirmation that either they have taken advice or they do not wish to. This also applies whenever the terms of a contract are varied; (B.1)

- Contracts must contain the entire agreement between the parties and contain all Obligatory Terms of the relevant Standard Representation Contract issued by The FA; (B.2)
- Authorised Agents must not enter into a Representation Contract with, or approach, a Player or Club that has an exclusive Representation Contract with another Authorised Agent unless they have the written permission of that other Agent or the contract has less than one month to run. Authorised Agents must not induce a Player or Club to breach a contract; (H.6)
- Authorised Agents may only enter into representation contracts with Players or Clubs as an individual. It is their name that should appear in the contract and not that of the agency/organisation/practice. It is that individual who should carry out the Agency Activity and not any other individual from the same company; (Appendix II)
- Authorised Agents must not offer any inducement to a Player as an incentive to enter into a contract; (H.14)
- Contracts with Clubs or Players must not be for a period of more than two years; (B.7)
- Transitional provisions apply for pre-existing contracts. Please refer to the Regulations and the detailed Guidance Notes. (B.8)

Dual Representation and Conflicts of Interest

- Authorised Agents (or any connected agents) may only act for one party (either Player or Club) in a Transaction or Contract Negotiation. Dual representation is not allowed; (C.1)
- An Authorised Agent cannot act for a Club in relation to a Player where he (or any connected agent) has acted for that Player during the previous 2 transfer windows. This prevents "switching" (i.e. representing the Player but changing to represent a

Club in respect of that Player at the time of a transaction); (C.2)

- If an Authorised Agent acts for the Club in a transaction involving a Player, he is not permitted to act for another Club in relation to that Player (i) in the next Transaction involving that Player or (ii) for a period of two transfer windows. This prevents "shadowing" of Players through their careers (i.e. where Agents repeatedly claim to act for a club when in fact the Agent is the Player's Agent); (C.3)
- An Authorised Agent cannot act for a Club in relation to a Player where he (or any connected agent) has acted in relation to the Player's commercial rights during the previous 2 transfer windows. (C.5)

Payments

- Payments to Authorised Agents in respect of Agency Activity on behalf of a Club must be made by the Club only and all such payments must be made via The FA. In addition the supporting documentation such as contracts, Agent declaration forms etc. must include agent details such as name, signature, bank account details and registration number as well as details of the remuneration to be paid; (F.1, G.10, G.11)
- Authorised Agents must notify The FA of all payments of any kind received or made by them (or their Organisation) relating to Agency Activity within 5 days of completion of any Transaction or Contract Negotiation; (H.10)
- Authorised Agents acting for Players must only be paid by the Player. Clubs may only discharge the Player's obligation to pay the Authorised Agent via a deduction from the Player's salary. Such payments should only be paid in accordance with the terms and sums that are agreed in the Player/Agent representation contract; (G.4, G.5, G.6)