

TERMS OF REFERENCE AND PROCEDURES OF THE AGENTS PANELS OF THE FOOTBALL ASSOCIATION LIMITED (“THE ASSOCIATION”)

1 DEFINITIONS

Unless otherwise defined in Appendix I, words and expressions shall have the same meaning as set out in the Football Agents Regulations of The Association in force from time to time (the “**Agents Regulations**”).

2 ESTABLISHMENT AND PURPOSE OF AGENTS PANELS

2.1 Pursuant to the Rules and Regulations of The Association, and in particular, the Agents Regulations, The Football Regulatory Authority has established the Agents Panel List (the “**Agents Panel List**”) and authorised the drawing of Agents Panels (“**Agents Panels**”) from such list, in order to carry out certain functions and powers of The Association as set out in, or required by, the Agents Regulations.

2.2 Each Agents Panel shall discharge its functions and powers in accordance with these Terms and the Agents Regulations and, in particular, undertake the following:

2.2.1 to consider and decide on submissions made pursuant to Regulations K10 to K12 (inclusive) of the Agents Regulations in respect of whether a relevant party may act in a manner other than in accordance with the requirements set out in the Agents Regulations (see Appendix IV of these Terms of Reference);

2.2.2 to consider and decide on appeals in respect of decisions made by The Association pursuant to paragraph 1 of Appendix II (see Appendix V of these Terms of Reference) of the Agents Regulations; and

2.2.3 such other responsibilities and activities as The Football Regulatory Authority may from time to time decide in respect of the Agents Regulations,

subject to any such restrictions imposed on each Agents Panel by The Football Regulatory Authority, by law or by these Terms.

2.3 The Football Regulatory Authority has the power to amend these Terms at any time and for whatever reason. Any amendment made pursuant to this clause shall be binding on the Panel Members, all employees of The Association, any person bound by the Agents Regulations and any others acting in any capacity for the Agents Panel whatsoever, with immediate effect.

2.4 Further provisions relating to the establishment, management, purpose and dissolution of the Agents Panels List and Agents Panels are set out in Appendix II.

3 THE COMPOSITION OF THE AGENTS PANEL LIST

3.1 The Agents Panel List shall consist of no fewer than five and no more than fifteen members at any time (together, the “**Panel Members**”). Subject to paragraphs 1 to 5 (inclusive) of Appendix III, the Agents Panel List shall consist of six categories of Panel Members, as follows:

3.1.1 up to three members of Council who are appointed by The Football Regulatory Authority from time to time (“**Council Members**”);

3.1.2 up to three individuals who are employed and appointed by The Association from time to time (“**FA Members**”);

3.1.3 up to six participant representatives appointed by The Football Regulatory Authority from time to time, being:

- (a) up to two individuals who are nominated by Clubs (“**Clubs’ Members**”);
 - (b) up to two individuals who are nominated by Agents (“**Agents’ Members**”);
 - (c) and up to two individuals who are nominated by Players (“**Players’ Members**”); and
- 3.1.4 up to three individuals who are Independent and who, along with the representatives at sub-clauses 3.1.3, are appointed by The Football Regulatory Authority from time to time (“**Independent Members**”),

PROVIDED THAT at least four Panel Members are Legally Qualified Members.

- 3.2 Further provisions relating to the appointment and removal or retirement of the Panel Members are set out in Appendix III.

4 **COMPOSITION OF EACH AGENTS PANEL**

- 4.1 Subject to clause 4.3, each Agents Panel shall consist of three Panel Members drawn from the Agents Panel List by the Chairman of The Football Regulatory Authority (or his nominee), PROVIDED THAT at least: (i) one member is a Legally Qualified Member; and (ii) one member is an Independent Member who may, or may not be, the same person as a Legally Qualified Member.

- 4.2 Each Panel Member is required to make himself available to serve on Agents Panels as determined by The Association from time to time.

- 4.3 A person shall not be deemed to be competent to serve on an Agents Panel if he has pending before him a matter in which he has a conflicting interest. If:

4.3.1 a member of an Agents Panel at any time doubts his ability to be impartial, or believes there to be a conflicting interest in any matter under consideration; or

4.3.2 the Chairman of The Football Regulatory Authority (or his nominee) decides, at any time and in his absolute and sole discretion, that a member of an Agents Panel has a conflicting interest in any matter under consideration,

he shall declare it as soon as possible, and unless all parties waive it and request the member to act, then the member shall withdraw completely from the matter under consideration. Save in the case of wilful disregard, a decision made pursuant to sub-clause 4.3.2 above, in respect of whether a person has a conflicting interest in any matter, shall not be capable of challenge.

- 4.4 If any vacancy arises on an Agents Panel pursuant to clause 4.3 or otherwise, the Chairman of The Football Regulatory Authority (or his nominee), shall appoint another Panel Member in his place, subject to clause 4.3 above.

5 **AGENTS PANEL PROCEDURES**

- 5.1 When any matter is put forward for consideration by an Agents Panel pursuant to clause 2.2, it must be submitted in writing to The Association (for the attention of the Agents Panel Officer) either in person, by post (The Football Association, Wembley Stadium, PO Box 1966, London, SW1P 9EQ), by courier (The Football Association, Wembley Stadium, Wembley, London, HA9 0WS) by facsimile (+44 (0) 844 980 0679) or by email (Agents.Admin@TheFA.com) (in the case of the latter two, to be followed by a hard copy sent by registered post, including (in the case of facsimile), a copy of the transmission sheet), together with:

- 5.1.1 the names of all the parties concerned;
 - 5.1.2 a description including all material details of the matter under consideration and the decision being requested of the Agents Panel by the applicant;
 - 5.1.3 all documentation and information relied upon by the applicant;
 - 5.1.4 any and all other documentation and information relevant to the matter under consideration;
 - 5.1.5 contact details, including a postal, a facsimile *and* an email address pursuant to which, responses or decisions or requests for further information shall be communicated (the “**Named Recipient**”); and
 - 5.1.6 a declaration duly signed by the applicant stating that:
 - (a) as far as the applicant is aware, having made reasonable enquiries, all relevant documentation and information has been provided to The Association;
 - (b) that the applicant believes that the information provided to be true; and
 - (c) the applicant accepts that any decision made, or permission granted, is done so subject to ongoing disclosure obligations on the part of the applicant or any relevant third party,
- (a “**Submission**”).
- 5.2 Any Submission, application, request for further information or decision will be deemed to be received by the relevant Agents Panel or the Named Recipient (as appropriate) on a particular day, if it is received by that body or person (as appropriate) at or before 17:00 hours on a business day. If it is received at any time thereafter, or if it is received during a non-business day, it will be deemed to have been received the next following business day (the “**Date of Receipt**”). Any time periods stipulated in this clause 5 are deemed to commence from the Date of Receipt.
 - 5.3 In the absence of proof to the contrary, any document served under this clause 5 (including any Submission, application, request for further information, decision or response) shall be deemed to be served:
 - 5.3.1 in person: On that day, if it is delivered on a business day before 17:00, failing which it will be deemed to be served on the next following business day after it is delivered;
 - 5.3.2 by registered post: On the third business day after the date of posting (in the event of an industrial dispute affecting the delivery of post, the AP Officer will contact the applicant, and an alternative means of transmission or revised assumed receipt date will be agreed); or
 - 5.3.3 by facsimile or email transmission: On that day, if it is transmitted on a business day before 17:00, failing which it will be deemed to be served on the next following business day after it is transmitted.
 - 5.4 All decisions or requests made by an Agents Panel shall be made in writing by the AP Officer (or his nominee), acting for and on behalf of the Agents Panel, either by post, facsimile or email.
 - 5.5 Each Submission shall be considered by an Agents Panel and, subject to clause 5.6 below, or unless the Named Recipient agrees otherwise, the decision will be sent to the

Named Recipient within 5 business days from the Date of Receipt of a Submission, together with the reasons given for the decision.

- 5.6 An Agents Panel may, within 5 business days from the Date of Receipt of a Submission, make a request for additional information from the Nominated Recipient, who must within 5 business days from the Date of the Receipt of the request, either provide such information or indicate in writing that there is no further additional information which can be provided. An Agents Panel shall then consider any additional information (if provided) and, unless the Named Recipient and the AP Officer agree otherwise, shall send the decision to the Named Recipient within 5 business days from the Date of Receipt of the further information (or written confirmation that there is none), together with the reasons given for the decision.
- 5.7 An Agents Panel may, within 5 business days from the Date of Receipt of a Submission, refer the matter to the Player or Club as the case may be and seek any comments or clarification in respect of a Submission.
- 5.8 If an Agents Panel does not reply to the Named Recipient either by notifying him of a decision or asking him for additional information within: (i) 5 business days from the Date of Receipt of the Submission; (ii) 5 business days from the Date of Receipt of additional information (or written confirmation from the Named Recipient that there is no additional information), if such a request has been made; or (iii) such other time as agreed by the Named Recipient and the AP Officer, it will be deemed to have granted its approval to the Submission or, where the Submission is an appeal, to have upheld an appeal, as appropriate.
- 5.9 Where approval is given by an Agents Panel (whether in writing pursuant to clauses 5.5 and 5.6, or through the expiry of time, pursuant to clause 5.8 above), any decision made will be deemed to have been made based on the facts known, and the information provided, to the Panel Members at that time. The Association reserves the right to take any necessary disciplinary action on any given matter in light of any additional knowledge or information which subsequently comes to the attention of The Association and of which the Panel Members were not aware at the time a particular decision was made.
- 5.10 In the exercise of its powers, an Agents Panel may meet and conduct its affairs in such manner as the members of each Agents Panel may from time to time decide, and Panel Members may participate in discussions and deliberations on any matter in connection with the carrying out of the functions of an Agents Panel by means of a telephone or any other forms of equipment which allows all persons participating in such discussions to communicate with each other.
- 5.11 Each Agents Panel will apply the relevant criteria in Appendix IV when considering Submissions. All decisions of Agents Panels are to be made on a simple majority basis and are final. Where at any time there has been a breach of procedure or failure to follow a direction given, this shall not of itself invalidate any decision made by an Agents Panel.
- 5.12 The AP Officer (or his nominee) shall cause proper records to be made and kept of all decisions made by Agents Panels in the carrying out of their functions and duties under these Terms.

APPENDIX I

Definitions and Interpretation

1 “Agents”

means those persons who carry out or seek to carry out Agency Activity;

“AP Officer”

means the person who will be a full-time employee of The Association and who shall be responsible for the day to day management of the Agents Panel List and Agents Panels, on behalf of the Panel Members;

“Clubs”

means those football clubs in membership of a league sanctioned by The Association;

“Council”

means the Council of The Association;

“Effective Date”

means 4th July 2009;

“Independent”

means if the candidate is not or has not at any time in the twelve months prior to his appointment:

- (a) been an Agent or a Player;
- (b) been personally employed or otherwise engaged in any capacity by an Agent or a Player;
- (c) been personally employed or otherwise engaged in any capacity by, or held a position or office in, an Organisation, a Club, The Association, Council, The Football Regulatory Authority, FIFA or UEFA (or any of its members, associations or confederations); or
- (d) had a Material Business Relationship with any of the above,

other than in his capacity as a Panel Member. Any decision by a majority of members of The Football Regulatory Authority then in office applying these criteria as to whether a person is Independent shall be final. Save in the case of wilful disregard for these criteria, the question of whether a person is Independent shall not be capable of challenge;

“Legally Qualified Members”

means either Barristers or Solicitors of three or more years' standing;

“Material Business Relationship”

means as between a candidate, and an individual or a relevant body, a significant commercial relationship including but not limited to one under which the candidate receives the payment of remuneration by fees or rent or otherwise (save for properly incurred expenses). “Individual” includes any person connected with that individual as a spouse, civil partner, widow, widower, former spouse, former civil partner, parent, step or

adopted parent, grandparent, child, step child, adopted child, descendant, qualifying co-habitant or next-of-kin;

“Players”

means those persons who come within the definition of Player as set out in the Agents Regulations; and

“Terms”

means these terms of reference and procedures of the Agents Panels of The Association, including all Appendices thereto.

- 2 Words denoting the singular shall be deemed to include the plural, and words denoting the masculine shall be deemed to include the feminine.
- 3 A ‘business day’ means a day other than a Saturday or a Sunday, on which banks generally are open in London for the transaction of normal banking business.
- 4 The time of day is reference to the time in London, England.

APPENDIX II

Establishment, Management and Dissolution of the Agents Panel List and Agents Panels

- 1 All acts bona fide done by an Agents Panel or any person to whom the Panel Members have delegated their powers shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such or person or that any such person was disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Panel Member, sit on an Agents Panel or act on behalf of an Agents Panel.
- 2 Any deliberations, proceedings or rulings of any description held or arising from the operation of the Agents Regulations which are in progress as at the Effective Date shall continue thereafter and those authorised by The Association prior to the Effective Date in relation to any such deliberations, proceedings or rulings shall continue to be fully competent to complete the business in question thereafter using the application of the Agents Regulations in force immediately prior to the Effective Date.
- 3 The Agents Panel List and any Agent Panel may be discharged at any time by The Football Regulatory Authority.

APPENDIX III

Appointment and Retirement or Removal of the Panel Members

- 1 Subject to paragraphs 4 and 5 below, all Panel Members, save for Council Members, shall serve for terms of no more than five years each and shall be eligible for re-appointment or re-nomination, if such action is deemed necessary.
- 2 Subject to paragraphs 4 and 5 below, The Football Regulatory Authority shall appoint the Council Members who, each year, shall be eligible for re-appointment.
- 3 Any of The Football Regulatory Authority, Clubs, Agents, Players and The Association may at any other time appoint or nominate (as appropriate) an individual to be a Council Member, an Independent Member, a Clubs' Member, an Agents' Member, a Players' Member or a FA Member respectively, in order to fill any vacancies arising due to early retirement, removal or otherwise. Subject to paragraphs 4 and 5 below, any such Panel Member appointed or nominated (as appropriate) in accordance with this clause shall retire at the time when the respective vacating Panel Member would otherwise have retired but shall be eligible for further re-appointment or re-nomination (as appropriate).
- 4 No person may be appointed or nominated as a Panel Member:
 - 4.1.1 unless he has attained the age of 18 years; or
 - 4.1.2 in circumstances such that, had he already been a Panel Member, he would have been disqualified from acting under the provisions of paragraph 5 below.
- 5 A Panel Member shall cease to be a Panel Member if:
 - 5.1.1 by notice in writing to The Football Regulatory Authority he resigns from the Agents Panel List; or
 - 5.1.2 being a Council Member, he is removed by notice in writing to The Football Regulatory Authority; or
 - 5.1.3 being:
 - (a) a Clubs' Member, he is removed by The Football Regulatory Authority for any reason, including but not limited to, on recommendation from Clubs;
 - (b) an Agents' Member, he is removed by The Football Regulatory Authority for any reason, including but not limited to, on recommendation from Agents; and
 - (c) a Players' Member, he is removed by The Football Regulatory Authority for any reason, including but not limited to, on recommendation from Players; or
 - 5.1.4 being a FA Member, his employment is terminated by The Association or if he terminates his employment with The Association or if he is removed by notice in writing to The Football Regulatory Authority; or
 - 5.1.5 being an Independent Member, he is removed by The Football Regulatory Authority for any reason, including but not limited to, if he is no longer deemed Independent; or
 - 5.1.6 he becomes bankrupt or makes any arrangement or composition with his creditors; or

- 5.1.7 being a director, he ceases to hold office as director of any company by reason of any order made under the Company Directors Disqualification Act 1986, as amended from time to time; or
- 5.1.8 if being a practising Solicitor or Barrister, he is struck off the Roll of Solicitors or suspended from practice by the Solicitors Disciplinary Tribunal or disqualified, suspended or struck off by the Bar Council (as the case may be) for any reason; or
- 5.1.9 he dies or becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs; or
- 5.1.10 he no longer complies with the provisions of any regulations of The Association relating to "Fit and Proper Persons" as shall be in force from time to time pursuant to paragraph J(1)(f) of the Rules of The Association; or
- 5.1.11 he is convicted of any criminal offence other than any minor motoring or similar offence that cannot reasonably damage the reputation of the Agents Panel List, any Agents Panel, The Football Regulatory Authority or The Association.

APPENDIX IV

Criteria for Considering Applications from Agents to act other than in accordance with the Regulations

This Appendix sets out the criteria which the Agents Panel shall apply in considering applications for permission under the Agents Regulations and these Terms of Reference. In the event that the relevant criteria are met to the satisfaction of the Agents Panel, it shall grant permission to the applicant.

Regulation B2:

The Agents Panel must be satisfied that the alternative terms proposed by the parties give effect to the underlying purpose of the Obligatory Term which the parties are seeking to vary.

Regulation B5:

The Agents Panel must be satisfied that the terms in question do not breach the requirements of the Agents Regulations and/or the FIFA Players' Agents Regulations.

Regulation C9:

The Agents Panel must be satisfied that either:

- 1.1. The Authorised Agent seeking permission (Agent A) no longer acts for the Player;
and
- 1.2. The Player has independent representation from another Authorised Agent (Agent B), who must not be a Connected Agent of Agent A; and
- 1.3. The Representation Contract between the Player and Agent B has been lodged with The Association; and
- 1.4. The Representation Contract between the Player and Agent B is on genuine commercial terms; and
- 1.5. The Representation Contract between the Club and Agent A is on genuine commercial terms; and
- 1.6. There has been no collusion and there is no sharing of consideration between Agent A and Agent B either directly or indirectly;

OR

- 2.1. The Authorised Agent seeking permission (Agent A) no longer acts for the Player; and
- 2.2. The Player has provided written confirmation to the Association of his intention to represent himself; and
- 2.3. There has been no collusion between Agent A and the Player either directly or indirectly;

OR

- 3.1. The Authorised Agent seeking permission (Agent A) acts for a Club in relation to a Player under a pre-existing Representation Contract with the Club and Agent A would only be prevented from continuing to act for that Club in relation to that

Player due to the fact that Agent A's Organisation had, since the execution of the Representation Contract between the Club and Agent A, recruited another Authorised Agent (Agent B) that had acted for that Player within the period prohibited by Regulation C9 of the Agents Regulations; and

- 3.2. Neither Agent A nor Agent B is connected to any Authorised Agent (Agent C) now acting for the Player; and
- 3.3. Agent B no longer represents the Player and plays no part in the Transaction or Contract Negotiation in question; and
- 3.4. There has been no collusion and there is no sharing of consideration between Agent A, Agent B and Agent C either directly or indirectly.

Regulation C10:

The Agents Panel must be satisfied that either:

- 1.1. The Player has independent representation from an Authorised Agent (Agent B), who must not be a Connected Agent of the Authorised Agent seeking permission (Agent A); and
- 1.2. The Representation Contract between the Player and Agent B has been lodged with The Association; and
- 1.3. The Representation Contract between the Player and Agent B is on genuine commercial terms; and
- 1.4. The Representation Contract between the Club and Agent A is on genuine commercial terms; and
- 1.5. There has been no collusion and there is no sharing of consideration between Agent A and Agent B either directly or indirectly.

OR

- 2.1. The Authorised Agent seeking permission (Agent A) no longer acts for the Player; and
- 2.2. The Player has provided written confirmation to the Association of his intention to represent himself;
- 2.3. There has been no collusion between Agent A and the Player either directly or indirectly;

Regulation C11:

The Agents Panel must be satisfied that either:

- 1.1. The Authorised Agent seeking permission (Agent A) no longer has an interest in the Commercial Rights of the Player; and

- 1.2. The Player has independent representation from an Authorised Agent (Agent B), who must not be a Connected Agent of Agent A; and
- 1.3. The Representation Contract between the Player and Agent B has been lodged with The Association; and
- 1.4. The Representation Contract between the Player and Agent B is on genuine commercial terms; and
- 1.5. The Representation Contract between the Club and Agent A is on genuine commercial terms; and
- 1.6. There has been no collusion and there is no sharing of consideration between Agent A and Agent B either directly or indirectly.

OR

- 2.1. The Authorised Agent seeking permission (Agent A) no longer has an interest in the Commercial Rights of the Player; and
- 2.2. The Player has provided written confirmation to the Association of his intention to represent himself;
- 2.3. There has been no collusion between Agent A and the Player either directly or indirectly;

OR

- 3.1. The Authorised Agent seeking permission (Agent A) acts for a Club in relation to a Player under a pre-existing Representation Contract with the Club and Agent A would only be prevented from continuing to act for that Club in relation to that Player due to the fact that Agent A's Organisation had, since the execution of the Representation Contract between the Club and Agent A, recruited another Authorised Agent (Agent B) that has had, but no longer has, an interest in the Commercial Rights of the Player within the period prohibited by Regulation C11 of the Agents Regulations; and
- 3.2. Neither Agent A nor Agent B is connected to any Authorised Agent (Agent C) now acting for the Player; and
- 3.3. Agent B no longer represents the Player and plays no part in the Transaction or Contract Negotiation in question; and
- 3.4. There has been no collusion and there is no sharing of consideration between Agent A, Agent B and Agent C either directly or indirectly.

Regulation H16

The Agents Panel must be satisfied, upon receipt of written submissions from the Authorised Agent and the Player, that there are mitigating and or/exceptional circumstances which make it appropriate to allow the Authorised Agent to approach or represent the Player who otherwise fails to meet the criteria of the above Regulation.

APPENDIX V

Criteria for Considering Appeals from Agent Applicants

This Appendix sets out the criteria which the Agents Panel shall apply in considering appeals from Applicants undertaking the Agent Licensing process, under Appendix II of the Agents Regulations and these Terms of Reference, whose applications have been rejected by the Executive. In the event that the relevant criteria are met to the satisfaction of the Agents Panel, it shall grant permission to the Applicant to sit the examination.

- 1.1 The Agents Panel must be satisfied, upon receipt of a written Submission from the Applicant, that the Executive has rejected the application unfairly in accordance with the Regulation and/or the Protocol, Procedures and Policy document for The FA's Test of Good Character and Reputation (please see Appendix II para. 1.4 of the Agents Regulations).
- 1.2 In the event that an Agents Panel upholds the rejection of the application (and the decision that Applicant may subsequently be barred from reapplying to The Association for a discretionary period from the date of formal notification of the rejection), this original decision will stand (please see Appendix II para. 1.5 of the Agents Regulations).
- 1.3 In the event that the Agents Panel upholds the Applicant's appeal, The Association will call the Applicant for the first available written examination to take place (please see Appendix II para. 1.6 of the Agents Regulations).
- 1.4 In the event that the Agents Panel is satisfied that an application is acceptable in accordance with the Regulations, The Association shall call the Applicant for a written examination (please see Appendix II para. 1.7 of the Agents Regulations).