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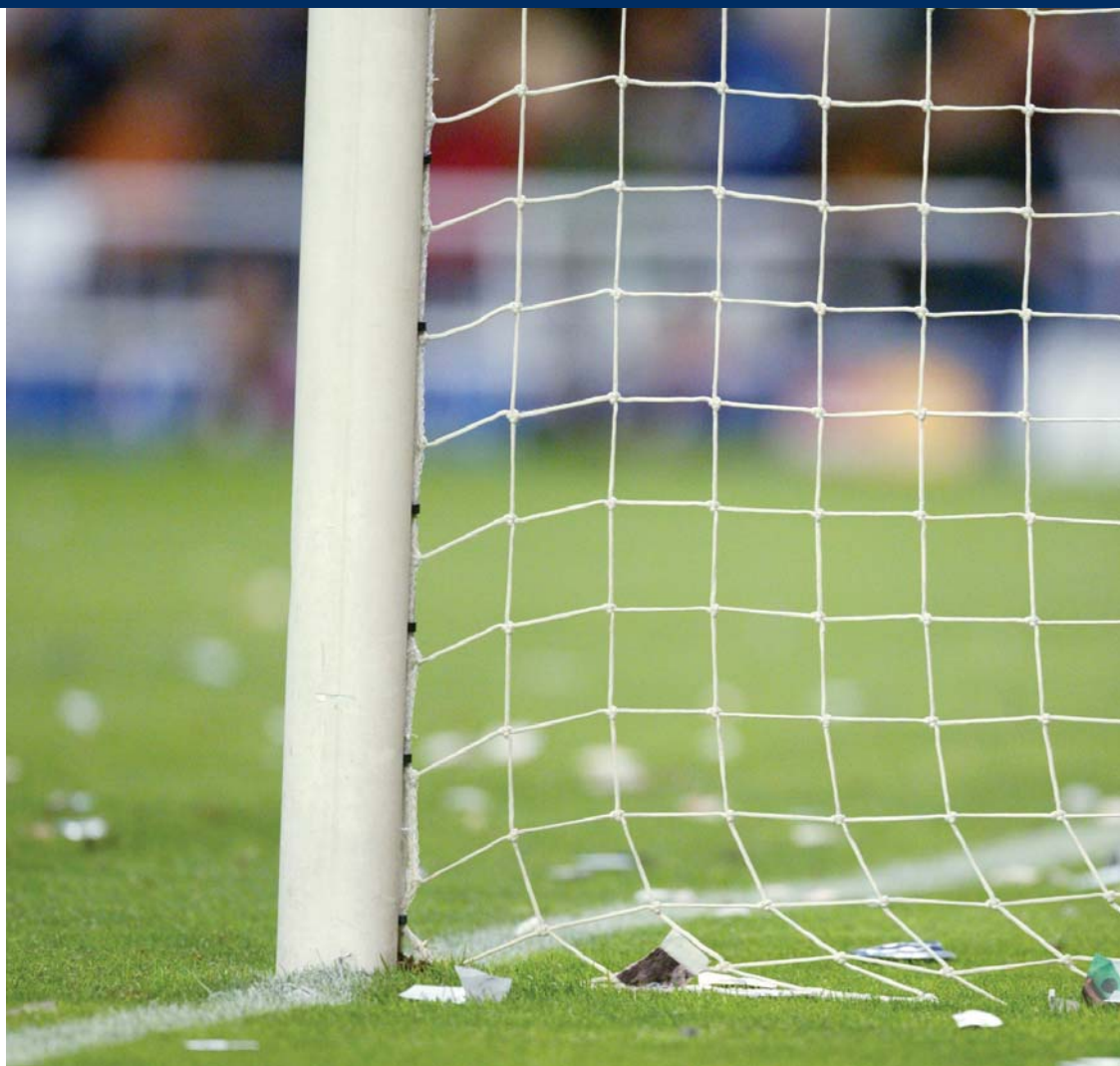
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# Football Agents Regulations



Quick reference guide for CLUBS



20/60/10

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# The Football Association Football Agents Regulations

## Key points for CLUBS

(Numbers in brackets are references to the relevant regulations)

### Only use Agents authorised by The FA

- Clubs must ensure that any Agent they use to carry out Agency Activity is authorised by The FA (A.2). An Agent is authorised if he is:
  - Licensed by The FA (App II);
  - An overseas agent who has registered with The FA (App III);
  - A Lawyer who has registered with The FA (App III);
  - An Exempt Solicitor (App III);
- If you are in doubt as to the status of an Agent, ask to see proof, contact The FA or check The FA's website which lists all Authorised Agents;
- Any individual other than a Club Official who represents Clubs or Players in negotiations is acting as an Agent and as such must be authorised; (I.1 & J.1)
- Clubs may choose to represent themselves and do not have to use an Agent; (A.2)
- Authorised Agents and Solicitors **cannot** act as a "front" for unauthorised (unlicensed) agents (H.12). It is an offence for Clubs to use an unauthorised agent in negotiations (even where an Authorised Agent or Solicitor signs the paperwork at the end of the deal). If this happens, Clubs may be guilty of a breach of the Regulations as they are responsible for ensuring that they are not represented by an unauthorised Agent at any time; (J.1)
- Clubs may deal with a Player or the other Club direct. However, if a Player has retained an Agent, the Club must deal with that Agent and must not interfere with a Player's right to use the Agent of his choice. (J.2 & J.3)

### Contracts

- If Clubs use an Agent or Solicitor they **must** have a written contract in place. They must ensure that they get a copy of the contract, that it is signed, **dated** and submitted to The FA within 5 days of execution (or at the time of a transaction if that is within the 5 days); (B.1 & B.9)
- Clubs must only enter into representation contracts with Authorised Agents as individuals, and not with the company or practice. It is the contracted individual who should carry out the Agency Activity and not another individual from the same company; (App II)
- A Club's contract with an agent must **not** be for a period of more than two years. (B.7)

### Dual Representation

- If Clubs have a contract with an Agent or Solicitor, that individual must act for them only and look after their interests in any negotiation. The individual must not also act for the Player or any other Club involved; (C.1)
- A Club cannot use an Agent in relation to a Player where the Agent (or any connected Agent) has acted for the Player during the previous 2 transfer windows ("switching"); (C.2)
- If an Agent acts for the Club in a transaction involving a Player, the Agent will not be permitted to act for a Club in relation to that Player (i) in the next transaction involving the same player or (ii) for a period of two transfer windows. This will prevent Agents from "shadow" representing Players through their careers and seeking payments from Clubs (i.e. repeatedly claiming to act for a Club when in fact the Agent is the Player's Agent); (C.3)

- A Club cannot use an Agent in relation to a Player where the Agent (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 Agents in respect of Agency Activity on behalf of the Club must be made by the Club only and all such payments must be made via The FA. In addition all supporting documentation such as contracts, Agent Declaration forms etc. must include agent details such as name, signature, bank account details and licence or registration number and details of the remuneration to be paid; (F.1, G.10 & G.11)
- Agents acting for Players must only be paid by the Player. Clubs may only discharge the Player's obligation to pay the Agent via a deduction from the Player's salary. Such payments must only be paid in accordance with the terms and sums that are agreed in the Player/Agent contract; (G.4, G.5 & G.6)
- Clubs can no longer make payments to Agents on behalf of Players as a "benefit in kind"; (G.5) (NB. This overrides the Football League Regulations)
- Clubs can pay their Authorised Agents or Exempt Solicitors by instalments, by an hourly rate or by a lump sum payment. Clubs should make sure they agree this in advance and that they are happy with the arrangements. (G.2)

### Owning shares in an agency

- Clubs, Club Officials or Managers must not own any interest or shares in agencies (over a 5% limit). (J.5)

### Illegal approaches

- Neither Clubs nor Agents shall 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; (J.9)
- Clubs shall not attempt to induce or coerce a Player to breach his representation contract with his Agent. (J.10)

### Club Officials

- Clubs must use reasonable endeavours to ensure that their Players and staff (including Managers) comply with the Regulations. (E.2)

*This leaflet is intended as a brief guide to the new Regulations and seeks to identify the key points that relate to Clubs and Club Officials.*

*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](http://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.*