



THE FOOTBALL ASSOCIATION
FOOTBALL AGENTS REGULATIONS
1 SEPTEMBER 2007
GUIDANCE NOTES



THE FOOTBALL ASSOCIATION FOOTBALL AGENTS REGULATIONS

GUIDANCE NOTES

These Guidance Notes are intended to assist in the use and interpretation of The Football Association Football Agents Regulations, which shall come into effect on 1 September 2007. These Notes do not form part of the Regulations, are subject to the terms of the Regulations themselves, and in the event of any conflict the Regulations will apply.

The Regulations govern the activity of Agents authorised by The FA, and govern transactions and activity in the domestic football market. The FIFA Players' Agents Regulations sit alongside these Regulations and continue to apply to transactions and activity with an international dimension.

In addition to the Regulations, Participants should also be aware of the requirements of English law, with specific reference to The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

Definitions are as set out in the Regulations.

Should any party have any query regarding the interpretation of the Regulations or these Guidance Notes, they should contact The FA before proceeding with a particular arrangement.

INTRODUCTION AND INTERPRETATION

FIFA require all National Associations to have Regulations which govern the conduct of Agents and use of Agents services by Players and Clubs.

The Regulations are made in accordance with FA Rules and are binding on all Participants particularly Licensed and Registered Agents, Clubs and Players.

Any breach of these Regulations is deemed to be misconduct (see FA Rule E) and will be determined by an FA Regulatory Commission. Any other discretionary decisions which may need to be taken by The FA, concerning the Regulations, will be decided under the auspices of the Football Regulatory Authority (this includes Agents Panels as well as decisions delegated to The FA executive). The disciplinary procedures are set out in The FA Handbook each year and appear on The FA's website (www.TheFA.com). Agents Panels have their own Terms of Reference which are also available on The FA's website.



SECTION A: GENERAL

This section covers some of the key general principles of the Regulations.

- A1 Players or Clubs must not use Unauthorised Agents, or pay Unauthorised Agents, either directly or through other parties. An Unauthorised Agent is anyone who is not a Licensed Agent, Registered Agent or Exempt Solicitor.
- A2/3 Players or Clubs must only use Authorised Agents or Exempt Solicitors and have responsibility for ensuring that the Authorised Agents or Exempt Solicitors are appropriately qualified and have a valid contract or agreement in place. This applies whether the Player or Club is using the Agent directly or whether the Agent is working through another party.

Players or Clubs may choose to represent themselves.

SECTION B: REPRESENTATION CONTRACTS, AGREEMENTS AND EXEMPT SOLICITOR TERMS OF REPRESENTATION

This section covers agreements entered into between Authorised Agents or Exempt Solicitors and Players and Clubs, by way of a Standard Representation Contract or Exempt Solicitor Terms of Representation.

- B1 Players and Clubs must have a validly executed and written Representation Contract in place with an Authorised Agent before that Authorised Agent can carry out any Agency Activity on their behalf.

Authorised Agents must, before entering into a Representation Contract with a Player, ensure that they have advised the Player in writing to consider taking independent legal advice with respect to the terms of that Representation Contract. They must also give the Player reasonable time to take such legal advice and obtain his written confirmation, in the form set out at Appendix 1 of the Player Standard Representation Contract, that he has either obtained such advice or that he has decided not to.

This obligation for an Authorised Agent to advise a Player to take independent legal advice also arises when the Agent or Player want to vary the terms of a pre-existing Representation Contract.

- B2 Representation Contracts must contain the full agreement between the parties and must include all the Obligatory Terms of the Standard Representation Contracts.

The Obligatory Terms in the Club Standard Representation Contract are the opening recitals, clauses 1, 2, 5, 10 (excluding 10f), 11, 12, 13, 14, 15, 19 (in part), 23, 26, 28, 29 and 30 and the signatures.

The Obligatory Terms in the Player Standard Representation Contract are the opening recitals, clauses 1, 2, 3 or 5, 6, 7, 10 (excluding 10g), 11, 12, 13, 14, 15, 19 (in part), 23, 26, 28, 29 and 30 and the signatures.

The parties are free to agree any other contractual terms, as long as they are consistent with the Obligatory Terms, the Regulations and the FIFA Players' Agents Regulations.



If the parties wish to vary the Obligatory Terms, they must seek and obtain the written authorisation of The FA in accordance with the Regulation K10 procedure. An application for written authorisation will be considered, on a case by case basis, by an Agents Panel. 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.

In addition to this process, Agents, Clubs or Players may seek prior approval of the terms of a Representation Contract from The FA. This is not a requirement, but The FA will deal with such ad hoc requests.

- B3 Close Relations - Provided that they register with The FA, and provided that there is no payment being made in relation to Agency Activity (either directly to the Close Relation or by some other means), then Close Relations do not have to enter into Representation Contracts. Instead they can simply fill in a Free RCR Declaration and submit it to The FA. A Close Relation is a Player's parent, legal guardian, person with parental responsibility, sibling or spouse.
- B4 Representation Contracts (or Free RCR Declarations where relevant) must be submitted to The FA within 5 days of completion. If a Transaction or Contract Negotiation happens within those 5 days, then the Representation Contracts (or Free RCR Declarations) must be sent at that point. The responsibility to lodge the documents lies with each of the Player, Club and Authorised Agent involved in a given Transaction or Contract Negotiation. The parties must ensure this registration occurs. If the parties fail to lodge the correct documents, The FA may take disciplinary action against each or any of the parties.
- B5 As set out in B2, the parties are free to add extra terms to the Representation Contracts provided they are consistent with the Obligatory Terms, these Regulations and the FIFA Players' Agents Regulations. When the Representation Contract is lodged with The FA, The FA will review the terms of the Representation Contract to ensure that the terms are consistent.

If The FA determines that any of the terms are not consistent with the relevant requirements, The FA will notify the parties that they are required to amend the contract where necessary. If the parties fail to make the necessary amendment(s), this will constitute a breach of the Regulations and The FA may commence disciplinary proceedings. However, the parties may apply to an Agents Panel (see procedure under Regulation K10) for dispensation and the right to include a particular term. The Agents Panel must be satisfied that the term(s) in question do not breach the requirements of the Agents Regulations and/or the FIFA Players' Agents Regulations.

- B6 If a Representation Contract is terminated early, or if the terms of the Representation Contract are changed, then the parties (Authorised Agent and Club/Player) are each responsible for ensuring that The FA is informed. This does not apply if the contract expires naturally at the end of its normal term.
- B7 Representation Contracts can last a maximum of two years. They can be renewed at any time, although always subject to the two year maximum duration from the point of renewal.
- B8 Regulation B8 concerns circumstances where a written representation agreement exists prior to the Regulations coming into force.

Transitional arrangements apply in two circumstances



- (i) where an Authorised Agent has entered into a valid pre-existing representation agreement with a Player or Club prior to 1 September 2007; and/or
- (ii) where a Registered Overseas Agent has entered into a valid representation agreement with a Player registered with an overseas club prior to that Player being transferred to an English Club.

In either circumstance, the Authorised Agent, whether domestic or foreign, may:

- a) carry out Agency Activity pursuant to the pre-existing representation agreement; and / or
- b) rely on the terms of that agreement against the other party to the agreement until the agreement expires (or is terminated, renewed etc), regardless of whether the terms breach the Regulations coming into force on 1 September 2007;

PROVIDED THAT (i) the agreement complied with the relevant regulations in force at the time the agreement was entered into; and (ii) the agreement was lodged with The FA (or, for Registered Overseas Agents, with the relevant national association).

However, note that anyone who was not a party to that pre-existing representation agreement must act in accordance with these Regulations (ie. Clubs that are not party to a pre-existing contract between a Player and an Authorised Agent).

Example

An Authorised Agent has a valid representation agreement with a Player dated 23 September 2006 (that complied with the relevant Regulations at the time it was entered into, and was lodged with The FA). On 2 January 2008, the Authorised Agent negotiates an employment contract with a Club on behalf of that Player. The agent may be remunerated by the Player in any manner provided for under that agreement. However, should the Authorised Agent wish to be remunerated by the Club, irrespective of the terms of the agreement, the Club would only be able to discharge the Player's financial obligations to the agent in accordance with these Regulations (i.e. Regulation G5).

- B9 In the event that a Player or Club wishes to instruct an Exempt Solicitor (who must act in accordance with Appendix III of the Regulations) the Player or Club must have entered into an Exempt Solicitor Terms of Representation in writing (which may include by email) prior to that Exempt Solicitor carrying out any Agency Activity for or on behalf of that Player or Club.
- B10 Exempt Solicitors Terms of Representation must be submitted by the Player or Club to The FA within 5 days of completion. If a Transaction or Contract Negotiation happens within the 5 days, then the Exempt Solicitors Terms of Representation must be sent at that point. If the Player or Club fails to lodge the correct documents, The FA may take disciplinary action against that Player or Club.
- B11 If the terms of an Exempt Solicitors Terms of Representation are varied, then the Club or Player is responsible for ensuring that The FA is informed within 5 days. This does not apply if the contract expires naturally at the end of its normal term.



SECTION C: DUAL REPRESENTATION & CONFLICTS OF INTEREST

GENERAL GUIDANCE ON CONFLICTS OF INTEREST

What is a conflict of interest?

A conflict arises where you have a duty to act in the best interests of two or more different parties and your duties conflict (or there is a risk that they may conflict), or where your duty to act in the best interests of a party conflicts (or there is a risk that it may conflict) with your own interests.

Examples of conflicts of interest

A conflict of interest may arise in the following scenarios (note that these scenarios would be prohibited under the Regulations and are provided for illustration purposes only):

- *An Authorised Agent represents a Club as well as a Player that the Club wants to buy. The conflict may arise because the Authorised Agent will have a duty to act in the interests of the Club (acquiring the Player for the lowest possible ongoing wage cost) and the Player (obtaining the highest possible wage over the longest period);*
- *A Player uses an Authorised Agent, who is also a close personal relation of a Club Official at the Club he is signing with. The conflict may arise because the Authorised Agent may have a conflict between serving the interests of the Player and acting in the interests of his close personal relation.*

Under the Regulations there are certain situations where the risk of a conflict of interest is so high that the prohibition on the Authorised Agent acting is absolute, unless he receives written authorisation from The FA. For example, under Regulation C2, an Authorised Agent cannot switch from acting for a Player to acting for a Club unless a fixed period of time has passed, or The FA has given authorisation.

Nonetheless, certain situations exist where the risk of conflict is lower and these situations are, therefore, treated differently under the Regulations. In these circumstances, and where there is no specific prohibition within the Regulations, Regulation C4 requires that 'any actual or potential conflict of interest', in relation to a Transaction or Contract Negotiation, is disclosed to The FA and all parties involved, and their express written consent is obtained before that Transaction or Contract Negotiation may continue.

What to do?

- (i) Understand what a conflict of interest is and what is prohibited / permitted under the Regulations;
- (ii) Ensure that no prohibited conflict exists in relation to any Transaction or Contract Negotiation in which you are involved; and
- (iii) Ensure that you disclose any other conflict fully and openly to The FA and to the other parties involved in the particular Transaction.

There is a Conflict of Interest disclosure form available on The FA's website. This should be completed in all cases where a conflict or a potential conflict arises (assuming it does not amount to a breach of any of the other provisions of the Regulations). If you are unsure as to whether certain circumstances amount to a conflict of interest, please contact The FA's Financial Regulation Department.



SECTION C: DUAL REPRESENTATION & CONFLICTS OF INTEREST

Regulation C deals with issues relating to dual representation by an Authorised Agent for both Player and Club and any actual or potential conflicts of interest which may arise.

C1 Authorised Agents may only act for one party to a Transaction or Contract Negotiation.

Dual representation is not allowed.

C2 This Regulation is designed to deal with “switching”, namely the practice whereby an Agent represents a Player but then switches to act for a Club in Transactions relating to that Player. This Regulation prevents agents from readily switching between acting for a Player and acting for a Club in a Transaction.

An Authorised Agent may not act for a Club with respect to a Player where he has represented that Player in a Transaction at any time during the last two completed transfer windows. The Agent will be deemed to have represented that Player during that time if he was either (i) party to a representation agreement with that Player during the previous two completed transfer windows; or (ii) carried out any Agent Activity for that Player, whether directly or indirectly, in a completed Transaction or Contract Negotiation during the two previous completed transfer windows.

This applies whether the Club was involved in the Transaction (C.2.(a)) or whether the Transaction involved another Club (C.2.(b)).

The scope of this Regulation also applies to Connected Agents (as defined in the Regulations), so that the regulation cannot be circumvented by, for example, a different Agent at the same agency doing the work as opposed to the prohibited Agent.

The requirements also apply to Clubs, so that Clubs are prohibited from using Authorised Agents or Exempt Solicitors, if the Authorised Agent/Exempt Solicitor has acted for the Player in the restricted period.

Example

An Authorised Agent had a representation agreement with a Player which expired on 10 January 2007. The Authorised Agent is prohibited from acting for a Club in relation to that Player until two completed transfer windows have passed, being the summer 2007 and January 2008 transfer windows. Therefore, the Authorised Agent would be unable to act for a Club in relation to that player until 1 February 2008 (the day after the January 2008 transfer window closes).

Notes

- a) The restricted period starts running at the date of expiry or termination of the representation agreement not the date the contract was entered into.
- b) If the agreement had expired 10 days earlier, on 31 December 2006 (instead of 10 January 2007), the restricted period would have elapsed on 1 September 2007 (i.e. the day after the completion of the second transfer window, being the Summer 2007 window).



- c) Any other Agent who is connected to the Authorised Agent (e.g. another Agent who works at the same agency) would also be prohibited from acting for a Club in relation to the same Player for the same restricted period.

Dispensation

If an Authorised Agent wants to act in circumstances prohibited by Regulation C2 he needs to apply for and obtain, the written authorisation of The FA, in accordance with Regulation K10.

An application for written authorisation will be considered, on a case by case basis, by an Agents Panel. The criteria for assessing whether an application will be allowed are set out in the Terms of Reference and Procedures of the Agents Panels of The Football Association Limited (the "Agents Panel Terms of Reference") (available on The FA website) and summarised below:

- 1) Where an Agents Panel is satisfied that the Authorised Agent no longer represents the Player's interests and the Player now has genuine independent representation by way of a Representation Contract (lodged with The FA) on genuine commercial terms with another Authorised Agent who is not connected to the Authorised Agent. The Agents Panel must also be satisfied that there is no collusion or sharing of consideration between either of the Authorised Agents.
- 2) Where an Agents Panel is satisfied that specific criteria are met in relation to Authorised Agents moving from one agency to another. For example, an Authorised Agent (Agent A) acts on behalf of a Club under a pre-existing Representation Contract. Another Authorised Agent (Agent B) then joins Agent A's agency. Agent B has acted for a Player in the previous transfer window and Agent A's Club now want to buy the Player (using Agent A's services). Under the Regulations, Agent B would be prohibited from acting for the Club as he had acted for the Player in the restricted period. However Agent A would also be prohibited as he is now connected to Agent B (since B moved to his agency).

The Agents Panel will consider giving special dispensation to allow Agent A to act in these circumstances, provided certain criteria are met, namely:

- (i) the Representation Contract between Agent A and the Club existed before Agent B joined Agent A's agency; and
- (ii) neither Agent A or B is connected to any other Authorised Agent now acting for the Player; and
- (iii) Agent B no longer, directly or indirectly, represents the Player and plays no part in the Transaction or Contract Negotiation in question; and
- (iv) there is no collusion or sharing of consideration between Agents A, B or any other Agent now acting for the Player.

The full criteria by which an application will be decided can be found within the Agents Panels Terms of Reference.

- C3 This Regulation is designed to deal with "shadowing", namely the practice whereby an Agent "shadow" represents a Player but seeks / claims to act for Clubs in relation



to Transactions involving that Player. This Regulation prevents Agents from readily “shadowing” in Transactions involving a Player.

An Authorised Agent cannot act for a Club in relation to a Player where he has represented another Club (including any club outside England) in relation to that Player in either (i) the last Transaction or Contract Negotiation involving that Player; or (ii) the previous two completed transfer windows, whichever period is the longer.

The scope of this Regulation applies to Connected Agents (as defined in the Regulations), so that the Regulation cannot be circumvented by, for example, a different Agent at the same agency doing the work as opposed to the prohibited Agent.

The requirements also apply to Clubs, so that Clubs are prohibited from using Authorised Agents or Exempt Solicitors, if the Authorised Agent/Exempt Solicitor has acted for the Player in the restricted period.

Example

An Authorised Agent represented Club A when it acquired a Player in a Transaction which completed on 10 January 2007. There have been no intervening Transactions involving the Player and Club B now wants to acquire the Player in the January 2008 transfer window. The Authorised Agent is prohibited from acting for Club B in relation to that Player, because two completed transfer windows have not passed (being the Summer 2007 and January 2008 transfer windows) and the Authorised Agent acted in the last Transaction involving the Player.

Notes

- a) The restricted period starts running at the point of registration with The FA of the Transaction or Contract Negotiation.
- b) In the example, if the Player was involved in a Transaction (eg. a contract renegotiation) in September 2007 in which the Authorised Agent played no part, the first date on which the Authorised Agent could act for a Club in relation to the Player would be the day after the second completed transfer window from 10 January 2007 (namely 1 February 2008) – this being the day after both restricted periods have expired (the two transfer window period being the longer period).
- c) If, on the other hand, and using the same example, no Transaction involving the Player (eg. contract renegotiation) takes place prior to the end of the second completed transfer window (ie. prior to 31 January 2008) then the first date on which the Authorised Agent could act for a Club in relation to the Player would be the day after the next completed Transaction involving the Player (assuming that the Authorised Agent was not involved) – this being the day after both restricted periods have expired. So, if there were such a Transaction on 20 June 2008, the Authorised Agent could, in theory, act for the Club from 21 June 2008.
- d) Any Agent who is connected to the Authorised Agent (e.g. another Agent who works at the same agency) would be prohibited from acting for a Club in relation to the same Player for the same restricted period.



Dispensation

If an Authorised Agent does want to act in circumstances prohibited by Regulation C3 he needs to apply for and obtain, written authorisation from The FA, in accordance with Regulation K10.

An application for written authorisation will be considered, on a case by case basis, by an Agents Panel. The criteria for assessing whether an application will be allowed are set out in the Agents Panels Terms of Reference (available on The FA website) and summarised below.

The Agents Panel will grant permission for an Authorised Agent (Agent A) to act where it is satisfied that:

- (i) the Player has genuine independent representation with another unconnected Authorised Agent (Agent B), including a Representation Contract lodged with The FA; and
- (ii) the Representation Contracts between Agent A and the Club and Agent B and the Player are on genuine commercial terms; and
- (iii) there has been no collusion or sharing of consideration between Agent A and Agent B.

The full criteria by which an application will be decided can be found within the Agents Panels Terms of Reference.

- C4 Clubs, Players and Authorised Agents must disclose, to all parties involved, any actual or potential conflict of interest arising in relation to a Transaction or Contract Negotiation. In order for the Transaction or Contract Negotiation to continue, all parties must provide express written consent.

The Club, Player and Authorised Agent must ensure that The FA is informed as soon as possible following identification of the conflict. The obligation falls upon all three parties, who must cooperate to ensure disclosure occurs. Failure to disclose may result in disciplinary action being brought against any or all of the parties in question.

This must be disclosed using the prescribed declaration form issued by The FA, which can be found on The FA's website.

- C5 Regulation C5 concerns any Commercial Rights an Authorised Agent may have in a Player.

Commercial Rights are any rights in relation to a Player arising from the use of the Player's image or from sponsorship or endorsements, or from any other commercial exploitation of rights not directly related to the Player's employment contract.

If an Authorised Agent, or the Authorised Agent's Organisation, has any interest in the Commercial Rights of a Player, the Authorised Agent cannot act for a Club in a Transaction or Contract Negotiation involving that Player. This prohibition lasts for two completed transfer windows from the last date on which the Authorised Agent had the interest.

The scope of this Regulation applies to Connected Agents (as defined in the Regulations), so that the Regulation cannot be circumvented by, for example, a



different Agent at the same agency doing the work as opposed to the prohibited Agent.

The requirements also apply to Clubs, so that Clubs are prohibited from using Authorised Agents or Exempt Solicitors, if the Authorised Agent/Exempt Solicitor has had an interest in the restricted period (i.e. Authorised Agents are prohibited from acting in the proscribed circumstances, and Clubs are prohibited from using Authorised Agents in the same circumstances).

Dispensation

If an Authorised Agent does want to act in circumstances prohibited by Regulation C5 he needs to apply for and obtain, written authorisation from The FA, in accordance with Regulation K10.

An application for written authorisation will be considered, on a case by case basis, by an Agents Panel. The criteria for assessing whether an application will be allowed are set out in the Agents Panels Terms of Reference (available on The FA website) and summarised below:

- 1) An Agents Panel will grant permission where it is satisfied that:
 - (i) the Authorised Agent seeking permission (Agent A) no longer has an interest in the Commercial Rights of the Player; and
 - (ii) the Player now has genuine independent representation by way of a Representation Contract with another unconnected Authorised Agent (Agent B), including a Representation Contract lodged with The FA; and
 - (iii) there is a genuine Representation Contract between Agent A and the Club which has been lodged with The FA; and
 - (iv) there is no collusion or sharing of consideration between Agents A and B.
- 2) Where an Agents Panel is satisfied that specific criteria are met in relation to Authorised Agents moving from one agency to another.

For example, an Authorised Agent (Agent A) acts on behalf of a Club under a pre-existing Representation Contract. Another Authorised Agent (Agent B) then joins Agent A's agency. Agent B had had an interest in the Commercial Rights of the Player at some point in the two previous transfer windows. Under the Regulations Agent B would be prohibited from acting for the Player due to this interest in the Commercial Rights. However Agent A would also be prohibited from acting as he is now connected to Agent B (since B moved agency).

The Agents Panel will consider giving special dispensation to allow Agent A to act in these circumstances, providing certain criteria are met, namely:

- (i) neither Agent A or B is connected to any other Authorised Agent now acting for the Player;
- (ii) Agent B no longer represents the Player and plays no part in the Transaction or Contract Negotiation in question; and
- (iii) there is no collusion or sharing of consideration between Agents A, B or any other Agent now acting for the Player.



The full criteria by which an application will be decided can be found within the Agents Panels Terms of Reference.

- C6 If an Authorised Agent acts for a Player or a Club in a Transaction or Contract Negotiation he should be open and clear about who he acts for, and make no attempt to misrepresent the substance of the Transaction for any reason (such as eg. preferable payment terms, tax avoidance, etc). In particular, if an Authorised Agent is acting for a Player, he must not seek / claim to represent the Club. The FA will have regard to the details of a particular transaction, including any related negotiations, when assessing the substance of who acted for whom. Contracts and disclosure documents will be considered, but may be over-ridden by the actual circumstances involved. Any party found to have misrepresented the nature of his/its involvement may be liable to disciplinary action and sanction.

SECTION D: ORGANISATIONS WITH MORE THAN ONE AGENT

This section covers the scope of the Regulations for Organisations (Agencies) who employ the services of more than one Authorised Agent, and ensures that certain aspects of the Regulations are not circumvented by for example, two different Authorised Agents acting within an agency or by one Authorised Agent sub-contracting to another.

- D1 Sections C and G apply to an Authorised Agent, and this includes any Authorised Agent to whom work has been assigned or sub-contracted. It also includes any Connected Agent.

For example, under Regulation C2, an Authorised Agent is prohibited from acting for a Club in relation to a Player if he has represented that Player during the previous two completed transfer windows. In these circumstances, any other Authorised Agent to whom the first agent subcontracted work, would equally be prohibited from acting.

- D2 Where an Organisation has more than one Authorised Agent, any and all of its Authorised Agents must all act for the same party in relation to a specific Transaction or Contract Negotiation.
- D3 An Authorised Agent must make reasonable efforts to make sure the Organisation that employs him also complies with these Regulations and Rules of The FA.

SECTION E: DUTY OF PLAYERS CLUBS AND AGENTS TO UPHOLD THESE REGULATIONS

This section deals with the requirement for all Players, Clubs, Club Officials and Authorised Agents to act in accordance with these Regulations.

- E1 Authorised Agents, Clubs and Players must not breach the Regulations, the Rules or the Code of Professional Conduct in any way.

If an Authorised Agent, Club or Player are aware of a breach occurring, even if it is not as a direct result of their actions, they cannot simply allow this to occur. They must halt any involvement they have, or potentially may have, in the breach, and notify The FA as soon as possible.

- E2 A Club must make reasonable efforts to ensure that its Club Officials, Manager and Players comply with all the requirements of these Regulations.



SECTION F: REQUIREMENT TO INFORM THE FA OF THE IDENTITY AND ROLE OF AN AGENT AND DETAILS OF REMUNERATION

F1 Authorised Agents, Clubs and Players must ensure that the following details are included in all relevant contracts and documents relating to a Transaction or Contract Negotiation:-

- name, signature and licence/registration number for all Authorised Agents or Exempt Solicitors directly or indirectly involved;
- name of client;
- name of any Organisation with which the Authorised Agent is associated;
- description of the services provided; and
- all remuneration arrangements, this includes any remuneration paid or due to be paid to any person involved.

This obligation applies to any person carrying out Agency Activity during a Transaction or Contract Negotiation (including assigned or subcontracted activity). This means that subcontracted Agents are also responsible for ensuring that their involvement is correctly and fully disclosed.

The relevant documents include Representation Contracts, employment contracts between Players and Clubs, disclosure forms that have to be submitted to The FA, disclosure forms that have to be submitted to the relevant League (eg. Premier League, Football League etc.).

F2 If, during a Transaction or Contract Negotiation, a Player or Club has not used the services of an Agent (i.e. an Authorised Agent or Exempt Solicitor), this must be stated in all documents that relate to the Transaction or Contract Negotiation.

SECTION G: REMUNERATION

This section sets out the permissible mechanisms for remuneration of Authorised Agents by Players and Clubs, along with any associated disclosure requirements.

Authorised Agents, in all circumstances, may only be remunerated by one party to a Transaction or Contract Negotiation.

A Club may discharge a Player's liability to his Authorised Agent by way of genuine deductions from that Player's salary.

General Provisions:

G1 An Authorised Agent or Exempt Solicitor may only be remunerated by one party to any Transaction or Contract Negotiation.

G2 Any remuneration an Authorised Agent receives from a Player or Club must be in accordance with the terms of the Representation Contract between them, and this



Representation Contract must have been lodged with The FA as required by Regulation B4.

Any remuneration paid by a Player or Club to an Exempt Solicitor must be in accordance with the terms of the Exempt Solicitor Terms of Representation between them, and these must have been lodged with The FA as required by Regulation B10.

Any payments relating to Agency Activity, not provided for in the Representation Contract or Exempt Solicitor Terms of Representation, are prohibited. Remuneration can be arranged by payment of an hourly rate, a retainer, or a commission. If a commission arrangement is agreed upon, it can be paid as a lump sum or by instalments provided that the arrangements are in line with the requirements of the Regulations (see in particular G7-G9 below).

In the event that a Player agrees to pay his Authorised Agent a sum which differs from that set out in the Representation Contract, then the Representation Contract between them must first be varied in accordance with Regulation B1 and The FA must be informed of the variation in accordance with Regulation B6.

- G3 An Authorised Agent must not make, or try to make, any payments to any Club, Club Official, Manager or Player in connection with a Transaction or Contract Negotiation.

Remuneration of an Authorised Agent Acting for a Player

- G4 Where an Authorised Agent acts for a Player only that Player may remunerate the Authorised Agent.
- G5 A Club may not make any payment whatsoever to an Authorised Agent who is acting on behalf of a Player in relation to a Transaction or Contract Negotiation with that Club, unless it falls within the exception below:

A Club may pay the Authorised Agent acting on behalf of a Player only where it is discharging the Player's liability. The Club must only make payments to the Authorised Agent in line with the payment terms that the Player has agreed to under the Representation Contract (any variation to these terms must comply with Regulations B1 and B6). In the event that the Representation Contract only provides for payment by way of lump sum, then the Representation Contract will need to be varied to provide for payments by instalments (such a variation must comply with Regulations B1 and B6).

These payments must be made by way of genuine periodic deductions by the Player's Club from the salary that the Player has earned. The Player must give written permission for such deductions to occur.

Note that this also means that where an Agent acts for a Player in a Transaction with a Club, the Club cannot pay that Authorised Agent for some other service or asset (eg. in relation to image rights). This mirrors the obligations in Regulation C5.

Please also note that arrangement for payments made in accordance with this Regulation (ie. as salary deduction) must be disclosed to The FA on the relevant forms, but the payments need **not** be paid through The FA (see Regulation G11 below).

- G6 An Authorised Agent must not receive, or try to negotiate, any payment from a Club prohibited under Regulation G5.



The only method by which an Authorised Agent, acting for a Player, may receive monies from the Club is if the Club discharges the Player's liability by way of genuine periodic deductions from the Player's salary.

- G7 Where an Authorised Agent and a Player have agreed in the Representation Contract between them that a commission will be paid to the Authorised Agent, either by way of lump sum or instalments, the commission must be calculated as a percentage of the Player's annual basic gross income. This must be the income set out in the employment contract that the Authorised Agent negotiated for the Player, and that income used to calculate the commission must only include guaranteed income. Therefore, any other benefits and/or any kind of bonus or privilege that is not guaranteed must be excluded from the calculation of commission.

- G8 Where a Representation Contract between an Authorised Agent and a Player provides for a commission for be paid, the Representation Contract must state what the commission percentage shall be. This cannot be decided at a later date. Any subsequent variation to this term would have to be agreed and disclosed (in accordance with Regulations B1 and B6).

The Representation Contract must also state whether this commission will be paid by way of lump sum at the start of the employment contract or by periodic instalments and how often the instalments are to be paid. Again this must be agreed at the outset, and may only be varied in accordance with Regulations B1 and B6.

- G9 This Regulation applies in the event that the Authorised Agent and the Player agree that periodic instalments will be paid to the Authorised Agent and the Player's employment contract (that was negotiated by the Authorised Agent) lasts longer than the Representation Contract.

The contractual entitlement of the Authorised Agent to the instalments will end on expiry of the Player's employment contract or, if earlier, the next completed Transaction or Contract Negotiation for that Player where the Authorised Agent is not involved. This means that an Authorised Agent can continue to receive payments after the expiry of a Representation Contract.

Remuneration of an Agent Acting for a Club

- G10 Where an Authorised Agent acts for a Club, all payments to the Authorised Agent must come from the Club. All such payments must be fully recorded in the accounting records of the Club.

The only exception to this rule is where an Authorised Agent has assigned or sub-contracted any Agency Activity to another Authorised Agent; in such circumstances, he may pay that Authorised Agent for those services using money received from the Club, provided that the necessary disclosures are made in accordance with these Regulations (for example Regulation F).

- G11 Any payments made by a Club to an Authorised Agent or Exempt Solicitor must first be made to The FA, who will then pass the money onto the Authorised Agent or Exempt Solicitor. This rule excludes payments made under Regulation G5 (i.e. where a Club is discharging a Player's liability).



This payment must be made by the Club, to the relevant designated account used by The FA, the details of which can be obtained from the Financial Regulation Department at The FA.

The payments will only be released by The FA upon receipt of the relevant information in relation to the payment. The information required will include, but may not be limited to (i) the duly completed disclosure forms relating to the use of the Authorised Agent and (ii) the relevant Representation Contract between the Club and the Authorised Agent and (iii) designated bank details.

Payment may be made by a Club to a Lawyer, including Registered Lawyers and Exempt Solicitors, without going through The FA, where, and only where, that Lawyer exclusively provides Permitted Legal Advice. Any other payments to Lawyers in relation to Agency Activity must be made through The FA in the same way as for Authorised Agents.

Please also note the following important points:

- P11d payments on behalf of Players are not permitted;
- instalment payments can fall due and be paid after the expiry of the Representation Contract (ie. they can go beyond the 2 year maximum term), in accordance with Regulation G9;
- Clubs discharging a Player's liability through salary deduction must not enter into a Representation Contract with the Authorised Agent concerned.

Disclosure to the FA of all Remuneration to Authorised Agents

- G12 An Authorised Agent must disclose to The FA, within 5 days of completion of a Transaction or Contract Negotiation, all remuneration received by the Authorised Agent as a result of that Transaction or Contract Negotiation.

This includes details of remuneration not yet paid to the Authorised Agent, but due to the Authorised Agent at some point in the future.

The Authorised Agent must also disclose any other payments (whether made by him or not) of which he is aware, that are made to any other person as a result of the Transaction or Contract Negotiation in which he has been involved. This could include, for example, payments to other Agents, Lawyers etc.

- G13 An Authorised Agent must, on or before 30 September each year, provide an itemised statement to every Player that he represents. This statement must cover the period 1 July of the previous year to 30 June of that year. It must set out details of all monies paid by the Player to the Authorised Agent during that period.

This statement must be sent to every Player the Authorised Agent has represented during that period, even if on 30 September he no longer represents that Player.

The statement must be in the form prescribed by The FA, which can be found on The FA's website. A copy of each statement must also be sent to The FA.

- G14 An Authorised Agent must, on or before the 30 September each year, provide an itemised statement to The FA, covering the period of 1 July of the previous year until 30 June of that year. This statement must set out all remuneration or payments, of whatever nature, received by the Authorised Agent from Clubs during that period.



This itemised statement must be in the form currently prescribed by The FA, and can be found on The FA's website.

Remuneration of an Exempt Solicitor

- G15 Where an Exempt Solicitor acts for a Player only that Player may remunerate the Exempt Solicitor.
- G16 Where an Exempt Solicitor is acting for a Player, a Club cannot remunerate that Exempt Solicitor under any circumstances.
- G17 This Regulation applies where an Exempt Solicitor and a Player have agreed in an Exempt Solicitor Terms of Representation between them that a commission will be paid to the Exempt Solicitor, either by way of lump sum or periodic instalments. The commission must be calculated as a percentage of the Player's annual basic gross income as set out in the employment contract that the Exempt Solicitor negotiated for the Player.

The income used to calculate the commission must only include guaranteed income. Therefore, any other benefits and/or any kind of bonus or privilege that is not guaranteed must be excluded from the calculation of the commission. This means that, for example, a signing-on bonus that is guaranteed to be paid in annual instalments over the term of the Player's contract may be included; whereas appearance bonuses or goals bonuses cannot be included.

H: Authorised Agents

This section contains the Regulations which relate to Authorised Agents and their specific duties and obligations.

- H1/2 Authorised Agents must only act in accordance with these Regulations, the general requirements of the Rules of The FA and the Code of Professional Conduct.
- H3 An Authorised Agent shall serve and protect the best interests of his client at all times.

This responsibility includes an obligation on an Authorised Agent to keep a Player or Club fully informed of all the material aspects of a Transaction or Contract Negotiation.

The FA considers material aspects to include, but not be limited to, an approach (and the terms of such approach) made by a Club with respect to a Transaction involving a Player, any approach (and the terms of such approach) made by the Player's existing Club in relation to a Contract Negotiation, the terms of any employment contract, details of any and all offers made during negotiations.

- H4 If an Authorised Agent assigns or subcontracts any Agency Activity then he must obtain the informed written consent of his client. This consent must be given at the time that the assignment or sub-contracting takes place.

The Player or Club can withhold his/its consent if he/it chooses to do so.



The Authorised Agent must ensure that the Player or Club is fully aware of the manner in which the duties, services and responsibilities under the Representation Contract are being assigned and subcontracted.

The terms on which Agency Activity is assigned or subcontracted to another Authorised Agent must be recorded in a single document. This document must be provided to the Player or Club and lodged with The FA (in triplicate) within 5 days of the document being entered into, or at the time of registration of a Transaction or Contract Negotiation if that is earlier.

- H5 An Authorised Agent is prohibited from assigning or subcontracting any Agency Activity to an Unauthorised Agent. This means, for example, that an Authorised Agent cannot use an Unauthorised Agent to perform Agency Activity for a Player or Club and simply sign the final contracts at the end of the negotiation process. Unauthorised individuals are limited to performing administrative duties (for further guidance on this issue, see the explanatory note at the end of this document).
- H6 If a Player or Club has an exclusive Representation Contract with an Authorised Agent (Agent A), another Authorised Agent (Agent B) cannot enter into a Representation Contract with that Player or Club. Nor can Agent B approach the Player or Club with a view to negotiating a Representation Contract unless:
- i) Agent A gives written permission; or
 - ii) the Representation Contract has less than one month until it expires.

Please note that in any event, another Representation Contract cannot be concluded by Agent B until the existing Representation Contract with Agent A has expired.

Agent B cannot, by any means, attempt to induce the Player or Club to breach his Representation Contract with Agent A (this restriction also applies if the Representation Contract in place is non-exclusive).

Authorised Agents are nevertheless allowed to publicise their services generally which may include providing written marketing information to prospective clients, advertising their services in the media, writing to prospective clients with specific information about their services, making general presentations regarding their services.

- H7 This Regulation limits the circumstances in which an Authorised Agent may approach or start negotiations in relation to a Player, where they are doing this with a view to becoming involved in a Transaction.

An Authorised Agent may only do this if:

- (i) the Player's current Club has given written permission to do so; or
- (ii) the Club or Player for whom the Authorised Agent is acting can do so in the specific circumstances provided for in the rules of the Premier League, Football League or FIFA as may vary from time to time. The relevant regulations are contained within the Premier League rules on Player's Contracts, the Football League rules on Players and FIFA's Regulations for the Status and Transfer of Players.



- H8 This Regulation imposes a general prohibition on an Authorised Agent or an Organisation having an interest in a Club. An interest means:
- a) where the Authorised Agent owns (directly or indirectly) more than 5% in the company (or other entity such as a partnership) which owns a Club, or the Club itself; and/or
 - b) any circumstances where an Authorised Agent can, by any means, exercise material influence over the affairs of the Club.

In addition, where an Authorised Agent is acting for any party in a Transaction or Contract Negotiation involving a Club, the following are also prohibited from having an interest in that specific Club:

- i) family members, meaning any spouse, child, stepchild, parent or sibling of the Authorised Agent;
- ii) a company in which the Authorised Agent, or any of his family members, have a share of greater than 5%; and/or
- ii) a company over whose affairs the Authorised Agent, or any of his family, have any control or influence.

Please note that there are certain transitional provisions in Regulation K6 that apply here. An Authorised Agent is allowed to retain his interest in a Club if he holds that interest at the time the Regulations come into force, providing that certain criteria are met. Please see Regulation K6 for further guidance.

- H9 If an arrangement exists between an Authorised Agent or Organisation and a Club where money flows from the Club to the Authorised Agent or Organisation, this must be disclosed to The FA.

This should be interpreted widely to include all arrangements where money moves from a Club to an Authorised Agent or Organisation, whether it relates to Agency Activity or not.

If an Authorised Agent is in doubt he should contact The FA for relevant guidance.

The disclosure must occur within five days of the arrangement being entered into.

- H10 Any remuneration paid to an Authorised Agent, or an Organisation, as a result of Agency Activity must be disclosed to The FA. This includes remuneration to an Authorised Agent for services that have been assigned or subcontracted to him.

This disclosure must be in full and in accordance with The FA's disclosure forms that can be found in The FA Handbook (as may vary from time to time) and on The FA's website.

The disclosure must occur within 5 days of the remuneration being paid to the Authorised Agent or Organisation.

- H11 Authorised Agents and Organisations must not have any interest in a Player's Registration Rights. This prohibition includes any interest in the Registration Rights that the Authorised Agent or Organisation may become entitled to in the future, or where ownership of the right is conditional on a future event.



This includes, but is not limited to, having an interest in any transfer fee or future sale value of a Player. As a result, an Authorised Agent is not entitled to, for example, sell-on fees.

H12 An Authorised Agent must not carry out any Agency Activity for an Unauthorised Agent under any circumstances. This means, for example, that an Authorised Agent cannot sign off on transfer registration documentation in relation to a Transaction where Agency Activity (such as the negotiation of the player's terms) has been carried out by an unauthorised individual. In simple terms an Authorised Agent (in particular a Lawyer) cannot act as a front in a Transaction so as to conceal or misrepresent the involvement of an unauthorised individual.

H13 Authorised Agents are prohibited from passing on any remuneration in relation to Agency Activity to an Unauthorised Agent.

This should not be interpreted as imposing a prohibition on Organisations remunerating anyone other than Authorised Agents, out of the Organisation's income. Organisations can pay any employee (who is not an Authorised Agent), provided that they are not remunerating the employee for carrying out Agency Activity as defined within the Regulations. An Organisation can also pay any person for services which do not relate to Agency Activity.

H14 An Authorised Agent shall not offer any incentive to a Player to enter into a representation agreement with that Authorised Agent.

This is a blanket prohibition and includes money or any other item of value. If an Authorised Agent is unsure as to whether an item is "permissible" then he should contact The FA for relevant guidance.

H15 A Club Official or employee, or any person in an official position with FIFA, a confederation, any National Association or any organisation connected with these institutions, cannot be an Authorised Agent.

H16 This Regulation and Regulations H17 and H18 are designed to ensure that young players are appropriately safeguarded.

An Authorised Agent cannot make any approach to, or enter into an agreement with, a Player in relation to any Agency Activity before the later of:

(i) the 1st day in January of the year of the Player's sixteenth birthday; or

(ii) the 1st day in January of the final year of the Player's full-time education,

If an Authorised Agent does want to act in circumstances prohibited by Regulation H16 he needs to apply for and obtain, written authorisation from The FA, in accordance with Regulation K10.

An application for written authorisation will be considered, on a case by case basis, by an Agents Panel.

Please note that Registered Close Relations are exempt from this Regulation.

H17 An Authorised Agent cannot enter into a Representation Contract with a Player under the age of eighteen years of age unless it is countersigned by the Player's parent or legal guardian with parental responsibility.



- H18 An Authorised Agent must not receive any money under any circumstances as a result of introducing a Player who is under 16 or still in full-time education to a Club.
- H19 An Authorised Agent who has had his Licence or Registration suspended or withdrawn, may be required to go through the full application process at the discretion of any Regulatory Commission deciding upon the matter.
- H20 Where an Authorised Agent's Licence / Registration is terminated (ie. not suspended or withdrawn but brought to and end for some other reason) and more than one year elapses from the date of termination the Authorised Agent must reapply for the Licence / Registration. If on the other hand the Agent decides to resume his Authorised status within 12 months, he may do so at The FA's discretion.
- H21 Authorised Agents are subject to the disciplinary consequences of any breach of these Regulations carried out whilst acting as an Authorised Agent, even where the Agent has ceased to be authorised.

SECTION I: PLAYERS

This section contains the Regulations which relate to Players and their specific duties and obligations.

- I1 A Player must not, under any circumstances, use the services of an Unauthorised Agent for any Agency Activity, i.e. anyone who is not an Authorised Agent or Exempt Solicitor.
- In addition, a Player must not, under any circumstances, make any payments to any Unauthorised Agent for any Agency Activity.
- I2 Where a Player is required to lodge any documents with The FA under these Regulations, the Player must put his name and signature on all the relevant documents.
- I3 Where a Player has an exclusive Representation Contract with an Authorised Agent he must not enter into another representation agreement with any other Agent.
- I4 As a general rule, Players cannot have an interest in an Authorised Agent or an Organisation. An interest means:
- a) where the Player owns (directly or indirectly) a share of more than 5% in the business of an Authorised Agent or any Organisation through which the Authorised Agent conducts his business; and/or
 - b) any circumstances where a Player can, by any means, exercise material influence over the business of an Authorised Agent or any Organisation through which the Authorised Agent conducts his business.

In addition, where an Authorised Agent is acting for any party in a Transaction or Contract Negotiation involving a Player, the following are also prohibited from having an interest in that Authorised Agent / Organisation:

- i) family members of that Player meaning any spouse, child, stepchild, parent or sibling of the Player;



- ii) a company in which that Player, or his family members, have a share of greater than 5%; and/or
- ii) a company over whose affairs the Player, or his family members, have any control or influence.

Please note that there are certain transitional provisions in Regulation K5 that apply here. A Player may retain an interest in an Authorised Agent, providing that they held the interest on the date the Regulations came into force, and that certain criteria are met. Please see Regulation K5 for further details.

- 15 If an arrangement exists between a Player and an Authorised Agent, Exempt Solicitor or Organisation where money flows from the Authorised Agent, Exempt Solicitor or Organisation to the Player, this must be disclosed to The FA.

This should be interpreted widely to include all arrangements where money moves from an Authorised Agent, Exempt Solicitor or Organisation to the Player, whether it relates to Agency Activity or not.

If in doubt, the Player should contact The FA for relevant guidance.

The disclosure must occur within five days of the arrangement being entered into.

- 16 This Regulation limits the circumstances in which a Player may approach or start negotiations with any parties with a view to becoming involved in a Transaction.

A Player may only do this if:

- (i) the Player's current Club has given written permission to do so; or
- (ii) the Club or Player for whom the Authorised Agent is acting can do so in specific circumstances provided for in the rules of the FA Premier League, Football League or FIFA as may vary from time to time. The relevant regulations are contained within the Premier League rules on Player's Contracts, the Football League rules on Players and FIFA's Regulations for the Status and Transfer of Players.

- 17 Where a Player enters into an Exempt Solicitor Terms of Representation with an Exempt Solicitor, the Player must consent to any information the Exempt Solicitor is required, or requested, to give to The FA being provided to The FA. The Exempt Solicitor may be required or requested to disclose certain information under a number of the conditions in the Conditions of Exemption for Solicitors (see in particular paragraphs 4.5, 4.6, 4.8, 4.15, 4.26 and 4.27 in Appendix III to the Regulations).

SECTION J: CLUBS

This section contains the Regulations which relate to Clubs and their specific duties and obligations.

- J1 A Club must not, under any circumstances, use the services of an Unauthorised Agent for any Agency Activity i.e. anyone who is not an Authorised Agent or Exempt Solicitor.



In addition, a Club must not, under any circumstances, make any payments to any Unauthorised Agent for any Agency Activity.

- J2 A Club wishing to enter into a Transaction or Contract Negotiation in relation to a Player may only deal with certain representatives of a Player or Club. These representatives are:
- a) the Player himself;
 - b) the other Club;
 - c) an Authorised Agent acting for the Player or Club under a Representation Contract;
 - d) an Exempt Solicitor acting for the Player or Club under an Exempt Solicitor Terms of Representation;
 - e) where a Player, following a Transaction, becomes registered as a Player in England, and where the other Club is affiliated to another National Association, an Agent licensed by another National Association.

Please note that where a Player has a Representation Contract with an Authorised Agent Regulation J3 applies.

If the Club deals with any other person (for example an Unauthorised Agent purporting to act for the Player) The FA may take disciplinary action against that Club.

- J3 If a Player has a Representation Contract with an Authorised Agent, the Club must only deal with that Authorised Agent.

The Club may only deal with someone other than the Authorised Agent if the Player provides a written request to this effect.

A copy of such request must be provided to his Authorised Agent as soon as reasonably practical and at the latest within 5 days of the request being provided to the Club.

The purpose of this Regulation is to ensure that Authorised Agents who have Representation Contracts with their clients receive regulatory protection in certain circumstances, for example where other Agents seek to insert themselves in Transactions at the eleventh hour.

- J4 This Regulation applies where a Club pays another Club a transfer fee, compensation, a Solidarity Payment, or any other sum payable in connection with a Transaction.

In these circumstances the Club must ensure that such amount is paid to the other Club(s) in accordance with any applicable competition rules and/or the Rules. Clubs must not make any such payments to Agents or other third parties (unless specifically consented to by The FA or other relevant National Association or governing body).

Full details regarding Solidarity Payments can be found in the FIFA Regulations for the Status and Transfer of Players.

- J5 This Regulation imposes a general prohibition on a Club, Club Official or Manager having an interest in an Authorised Agent or Organisation.



For the purposes of Regulation J5 an interest means:

- a) where a Club, Club Official or Manager owns (directly or indirectly) a share of more than 5% in the business of an Authorised Agent or any Organisation through which the Authorised Agent conducts his business; and/or
- b) any circumstances where a Club, Club Official or Manager can, by any means, exercise material influence over the business of an Authorised Agent or any Organisation through which the Authorised Agent conducts his business.

In addition to this general prohibition, where an Authorised Agent is acting for any party in a Transaction or Contract Negotiation involving the specific Club, the following are also prohibited from having an interest in that Authorised Agent / Organisation:

- i) family members meaning any spouse, child, stepchild, parent or sibling of any Club Official or Manager at that Club;
- ii) a company in which any Club Official or Manager, or their family members, or the Club itself, have a share of greater than 5%; and/or
- iii) a company over whose affairs any Club Official or Manager, or their family members, or the Club itself, have any control or influence.

Please note that there are certain transitional provisions in Regulation K5 that apply here. A Club, Club Official or Manager may retain an interest in an Authorised Agent / Organisation, providing that they held the interest on the date the Regulations came into force, and that certain criteria are met. Please see Regulation K5 for further details.

- J6 If an arrangement exists between a Club, Club Official or Manager and an Authorised Agent, Organisation or Exempt Solicitor where money flows from the Authorised Agent, Organisation or Exempt Solicitor to the Club, Club Official or Manager, this must be disclosed to The FA.

This should be interpreted widely to include all arrangements where money moves from an Authorised Agent, Organisation or Exempt Solicitor to the Club, Club Official or Manager, whether it relates to Agency Activity or not.

If in doubt, the Club, Club Official or Manager should contact The FA for relevant guidance.

The disclosure must occur within five days of the arrangement being entered into.

- J7 Where a Club has an exclusive Representation Contract with an Authorised Agent he must not enter into another representation agreement with any other Agent.
- J8 A Club may instruct more than one Authorised Agent in respect of a Transaction or Contract Negotiation, as long as this does not conflict with the terms of any Representation Contract the Club has with another Authorised Agent.
- J9 This Regulation limits the circumstances in which a Club may approach or start negotiations with a Player with a view to a Transaction with that Player.



A Club may only do this if:

- (i) the Player's current Club has given written permission to do so; or
- (ii) the Club or Player for whom the Authorised Agent is acting can do so in the specific circumstances provided for in the rules of the FA Premier League, Football League or FIFA as may vary from time to time. The relevant regulations are contained within the Premier League rules on Player's Contracts, the Football League rules on Players and FIFA's Regulations for the Status and Transfer of Players.

- J10 If a Player or Club has an exclusive Representation Contract with an Authorised Agent, a Club shall not attempt to make a Player breach this contract (directly or indirectly).
- J11 Where a Club enters into an Exempt Solicitors Terms of Representation with an Exempt Solicitor, the Club must consent to any information the Exempt Solicitor is required, or requested, to give to The FA being provided to The FA. The Exempt Solicitor may be required or requested to disclose certain information under a number of the conditions in the Conditions of Exemption for Solicitors (see in particular paragraphs 4.5, 4.6, 4.8, 4.15, 4.26 and 4.27 of Appendix III to the Regulations).

SECTION K: MISCELLANEOUS

Database and Disclosure

Regulations K1-K4 relate to the holding of and publication of certain information by The FA.

- K1 FIFA and The FA shall be entitled to publish the name, status and any licence or registration number of every Authorised Agent.
- K2 The FA may publish any decision made in accordance with these Regulations.
- This will include the name and any other relevant information of an Authorised Agent in relation to whom a disciplinary decision has been made, including where a Licence is suspended or withdrawn, or where an Exempt Solicitor has been determined to be a Non-Exempt Solicitor.
- K3 The FA may publish information relating to Representation Contracts between Authorised Agents and their clients such as the identity of the relevant parties to the contract (Authorised Agents, Players and Clubs). As a general rule, The FA will not publish any details over and above those set out here without the consent of the parties to a particular contract.
- K4 Clubs, Players and Authorised Agents must take whatever steps are necessary to enable The FA to make information available pursuant to this Regulation.

Interests in a Club and in Authorised Agents – Transitional Provisions

Regulations K5 and K6 relate to transitional provisions in respect of Regulations I4/J5 and H8 respectively.

- K5 Regulation K5 applies to:



- i) a Club, Club Official, Manager who holds an interest in an Authorised Agent's business prohibited under Regulation J5, at the date these regulations came into force; and
- ii) a Player who holds an interest in an Authorised Agent's business prohibited under Regulation I4, at the date these regulations came into force.

The Club, Club Official, Manager or Player who holds such an interest may continue to hold this interest provided that:

- i) the interest is disclosed in full to The FA;
- ii) the Player or Club does not use the services of the Authorised Agent until the interest is disposed of; and
- iii) the Player or Club does not engage in a Transaction or Contract Negotiation where the Authorised Agent is involved until such time as the interest has been disposed of or relinquished.

K6 An Authorised Agent who holds an interest in a Club prohibited under Regulation H8 can continue to hold such interest provided that:

- i) such interest is disclosed in full to The FA; and
- ii) the Authorised Agent does not act in any Contract Negotiation or Transaction which involves that Club until the interest has been disposed of or relinquished.

Disputes

K7 Where there is a dispute between an Authorised Agent, a Player and a Club in connection with the Regulations, the dispute between the parties must be dealt with under Rule K of the Rules of The FA.

FA Rule K states that all such disputes must be dealt with by way of an Arbitration, under the procedure set out in Rule K.

Please refer to Rule K for the complete procedure that must be followed, which may be found in The FA Handbook and on The FA's website.

Misconduct Relating to Matters within the Jurisdiction of another National Association or FIFA

K8 Where appropriate, The FA may refer certain matters in connection with the Regulations to another National Association and/or FIFA for resolution. This will generally only apply where a Club, Player or Agent involved in the matter is subject to the jurisdiction of the other National Association and/or FIFA.

Severability

K9 Where a Regulation contravenes any other applicable law or regulation, that particular Regulation shall be void. However, in the event that this occurs, all other Regulations shall remain valid and have full effect.

Written Requests



- K10 The FA may provide dispensation to a party to act in a way contrary to the requirements of certain specific Regulations. Such matters will be dealt with by an Agents Panel. However, dispensation will only be considered if the appropriate application is made by a party, the correct procedure is followed and the appropriate permission is available. Dispensation is available in respect of the following Regulations: B2, B5, C2, C3, G7-8, H9, H16, I4 and J5.

The criteria by which an Agents Panel will judge the applications is summarised under the respective Regulations in these guidance notes, and set out in full in the Agents Panels Terms of Reference, which can be found on The FA's website.

Please note that written waivers are not, by themselves, enough to exempt parties from the Regulations stated above.

- K11 A party who wishes to make a request for permission from The FA under one of the relevant Regulations must make a written submission to The FA setting out in full the grounds relied upon.
- K12 The written submission will be considered and determined by an Agents Panel and a decision communicated in writing to the parties as soon as reasonably practicable.
- K13 Any challenge to the decision of Agents Panel of The FA shall be dealt with under Rule K (Arbitration) of the Rules.



APPENDIX I

DEFINITIONS

Definitions are as set out in the Regulations.

Agency Activity

For additional guidance in relation to the definition of Agency Activity, please refer to the Explanatory Notes at the end of this document.



APPENDIX II

LICENSED AGENTS

Eligibility

This section sets out who is eligible to obtain and receive a licence from The FA to act as an Agent.

- 1.1 Only natural persons can apply for a licence (ie. no companies or other legal entities). In order to be eligible, an Applicant must either be an EU national domiciled in England, or be a non-EU national who has been resident in England for 2 years prior to the application.
- 1.2 The FA requires that an Agent is of “good character and reputation”. This will be tested during the application process and subsequently at the discretion of The FA via disclosure of any criminal record and such other test as The FA may implement at its discretion. Licensed Agents must remain of good character and reputation throughout the period of their Licence. The test that applies is published on The FA’s website, along with details of the process.
- 1.3 Applicants cannot have acted as an Unauthorised Agent prior to obtaining a licence. This means undertaking any of the activities covered by the definition of Agency Activity (for further guidance see Explanatory Notes at the end of this document regarding Agency Activity and Administrative Duties). If The FA considers that an Applicant has acted as an Unauthorised Agent in the 2 years before their application, The FA may reject the application.
- 1.4 The Applicant can appeal a decision made by The FA under para 1.3. The Appeal will be heard by an Agents Panel (for details of this process see separate document – Agents Panel Terms of Reference – which is available on The FA’s website).
- 1.5 If an application is rejected, an Applicant may be prevented from reapplying for a certain period (decided by The FA). This is subject to the appeal process under para 1.4.
- 1.6 If an Applicant successfully appeals, he will be entitled to proceed with his application and will be eligible to sit the next available examination. If an appeal is successful, The FA does not accept any liability to the Applicant.
- 1.7 Once all of the requirements of an application are fulfilled to The FA’s satisfaction, The FA will invite the Applicant to sit the next examination; examinations are held twice a year.

Examination

This section sets out the way in which the examination, which makes up part of the application process, is administered. There is further guidance and information on the examination and application processes on The FA’s website.

- 2.1 Examination dates are set by FIFA and are the same worldwide.
- 2.2 The dates for the examination will be posted on the FA’s website as soon as possible after receiving notification from FIFA. Applicants who are eligible to sit the examination will also receive an invitation to attend in writing as soon as possible thereafter – this will confirm the necessary arrangements regarding the date, time and location of the



examination. Only Applicants who receive a written invitation will be entitled to sit the examination.

- 2.3 The examination is set by FIFA and The FA, and is a multiple choice based test covering relevant football regulations and aspects of civil law. FIFA set the pass mark for the examination.
- 2.4 The examination will consist of 20 questions, 15 of which are set by FIFA covering international regulations (and related matters) and 5 of which are set by The FA covering national regulations (and related matters). Marks are awarded based on the degree of difficulty of the questions. The examination papers will be marked as soon as possible after the examination. Applicants will be informed in writing of the results, and Applicants who fail can re-apply subject to the time limits below. Note that the restrictions on re-sitting apply worldwide, so that Applicants who fail in England are not permitted to re-sit the examination in another country within the restricted periods.
- 2.5 After a first failure, an Applicant can sit the next available examination. After a second failure, an Applicant cannot sit at the next two sittings. This means that if an Applicant failed for a second time in say, September 2006, he would not be eligible to sit for a third time until March 2008 (ie. he would not be eligible to sit in March 2007 and September 2007).
- 2.6 After a third failure, an Applicant cannot sit for a period of 2 years. This means that if an Applicant failed for a third time in say, September 2006, he would not be eligible to sit again until September 2008 (ie. he would not be eligible to sit for two calendar years from September 2006). This time restriction will also apply for any subsequent failure after a third failure.
- 2.7 The FA will charge a fee for applications and will publish this information on its website. The fee is not refundable.
- 2.8 If the Applicant passes, and has fulfilled the other application requirements, including the insurance requirements and the signing, and returning, of a Code of Professional Conduct (which can be found at Appendix IV of the Regulations), then The FA will grant a licence to the Applicant.
- 2.9 The FA will confirm the result of the examination and the grant of a licence in writing. An Applicant cannot act as an Agent until he has received the licence. If the Applicant acts as an Agent before he receives the licence, The FA may withhold or revoke the licence at its discretion.
- 2.10 The FA will notify FIFA of Applicants who have successfully completed the application process and been granted a licence, so that FIFA can keep an up to date record of Agents that are licensed.

Licence Conditions

This section sets out various conditions attached to licences granted by The FA.

- 3.1 The licence is strictly personal and cannot be used by anyone other than the individual who is granted the licence. The licence is the property of The FA and should be returned to The FA if the licence is suspended, withdrawn or terminated.
- 3.2 The licence is valid indefinitely (unless it is suspended or withdrawn) and allows the Licensed Agent to operate worldwide (subject to any requirements that may apply in other jurisdictions).



- 3.3 Licensed Agents can only use the following designation after their name “Players’ Agent licensed by The Football Association”. A Licensed Agent cannot claim or suggest that there is any other connection with The FA other than this. Note also that Licensed Agents cannot use The FA logo on any letterhead or business documentation.
- 3.4 The Licensed Agent agrees, by his licence, that he will indemnify The FA against any liability that The FA may suffer as a result of the Conduct of the Licensed Agent in breach of the Regulations and/or any other laws or relevant regulations. The FA does not accept any liability for the actions of Agents licensed by it.
- 3.5 The FA may require the indemnity set out at para 3.4 above to be provided in writing through an appropriate deed.
- 3.6 By granting a licence, The FA does not vouch for the ability, expertise of bona fides of any Licensed Agent.
- 3.7 Licensed Agents have an obligation to keep The FA informed of any information that is relevant to the issue of the licence and/or the Licensed Agents obligations under the Regulations. In particular, Licensed Agents must ensure that any information relevant to the test of good character and reputation is notified to The FA straightaway.
- 3.8 The FA may require Licensed Agents to undertake training in order to ensure continued professional knowledge and standards within the industry.
- 3.9 Licensed Agents must provide an annual declaration to The FA which provides details of various aspects of the Licensed Agent’s business. Provision of false, misleading or incomplete information by the Licensed Agent may result in disciplinary action being taken against the Licensed Agent.
- 3.10 Licensed Agents must ensure that their activities are properly documented and bookkeeping records are maintained accurately, and that all records are kept up-to-date so that a Licensed Agent accurately documents his business activity and can substantiate the work he has done and the related financial position. This will involve maintaining proper file notes of meetings, discussions, telephone conversations as well as all correspondence.
- 3.11 Licensed Agents must inform The FA of the details of the account(s) through which any payments relating to Agency Activity are made.

Professional Indemnity Insurance

- 4.1 Applicants and Licensed Agents must have professional liability Insurance in place at all times. This Insurance must comply with the requirements of FIFA, The FA and any relevant domestic industry standards. This Insurance must, at the very least, cover any claims against a Licensed Agent for his failure to take reasonable skill and care while carrying out Agency Activity and all other relevant risks connected to his occupation. The Insurance should cover any claims during the period of Insurance, irrespective of when the original alleged mistake occurred. This is called the “claims made” basis, and is the cover provided for all Professional Indemnity policies through the UK insurance markets.
- 4.2 It is the responsibility of Applicants and Licensed Agents to ensure Insurance is in place at all times. If Insurance is not in place in accordance with paragraph 4.1 then the Agent will be deemed to be an Unauthorised Agent – in these circumstances, if the



Applicant/Licensed Agent undertakes Agency Activity, both he and his clients may be in breach of these Regulations and subject to disciplinary action. If the Insurance expires/lapses and is not renewed, The FA will write to the Applicant/Licensed Agent and require the policy to be renewed within a reasonable period (normally 14 days). Failure to comply with this requirement will result in the automatic withdrawal of the Licence. If an Applicant, having satisfied the necessary criteria, does not put Insurance in place within one year of his successful examination sitting, his entitlement to a Licence will be withdrawn. In either of these circumstances, the Applicant/Licensed Agent will have to undergo the full application process again.

- 4.3 Applicants and Licensed Agents must provide The FA with evidence they have Insurance. If The FA requests details of the terms of the policy and details of all relevant premiums paid to date, the Applicant or Licensed Agent must ensure the Insurer provides these details within the required time. If The FA makes a request, the Applicant/Licensed Agent must provide a copy of the Insurance policy and proof of payment of premiums within 14 days.
- 4.4 The FA will only issue a Licence when it has received the necessary confirmation of the Insurance and a copy of the policy.
- 4.5 If an Insurance policy covers more than one Applicant/Licensed Agent, each of those Applicants/Licensed Agents is responsible for ensuring the policy provides the necessary cover, that they are specifically named in the policy and that The FA is kept informed.
- 4.6 A Licensed Agent may only terminate his Insurance once he has ceased all Agency Activity and returned his Licence to The FA. The Licensed Agent must ensure that any claim arising after the termination, but relating to his activities whilst an Authorised Agent, is covered by Insurance.
- 4.7 The PFA may conclude its own joint professional liability insurance policy to cover its officers and employees who are Licensed Agents. All Licensed Agents who are covered by such Insurance must be named on the policy in the same way as for other group policies under paragraph 4.5 above.

Organisations

- 5.1 Providing a Licensed Agent complies with the Regulations he may act through an Organisation. On 1 July every year, if the Licensed Agent has acted through an Organisation in the preceding year, he must provide The FA with the details set out in paragraph 5.1 of Appendix II of the Regulations.
- 5.2 Any changes to the directors, officers or owners of an Organisation must be disclosed to The FA within 7 days of the event occurring.
- 5.3 Where more than one Licensed Agent carries out Agency Activity for an Organisation, they shall all collectively nominate one of the Licensed Agent's as a representative. The representative shall be responsible for disclosing information on behalf of the Organisation where required by The FA.
- 5.4 Licensed Agents must ensure that any Organisation they work for complies with any of The FA's requirements.
- 5.5 A Licensed Agent within an Organisation must ensure that any unlicensed employees do not carry out any Agency Activity and are restricted to administrative duties only (see Explanatory Notes at the end of this document for further guidance on Agency



Activity and administrative duties). Only Licensed Agents may carry out Agency Activity. It may be misconduct for a Licensed Agent to allow, permit or fail to prevent an unlicensed employee from undertaking Agency Activity, and may result in disciplinary action being taken against the Licensed Agent(s).



APPENDIX III

REGISTERED OVERSEAS AGENTS

Under these Regulations, Agents that are licensed by a National Association, other than The FA, are required to register with The FA in order to operate in the English market. These Agents are exempt from the requirement to obtain a licence from The FA, but they must register. The procedure for registering is set out below and also detailed on The FA's website.

- 1.1 The FA allows Overseas Agents, being someone who holds a licence issued by another National Association, to carry out Agency Activity in England, subject to a requirement to register with The FA and comply with the Regulations. The licence held by an individual must comply with the requirements of the FIFA Players' Agents Regulations, as may change from time to time.

Overseas Agents do not need to apply for a licence from The FA; it is purely a registration requirement. This is a quick and easy process, achieved by submission of the correctly completed documentation (available on The FA's website) to The FA. It is free of charge to register and an individual only need register with The FA once, not every time he acts.

The circumstances in which an Overseas Agent **must** register, and **comply** with the Regulations, are where he acts in a Transaction for:

- i) a club who is based in England and is a member of an English league sanctioned by The FA; or
- ii) a professional football player whose registration is held by an English Club; or
- iii) a professional football player whose registration will be held by an English Club after completion of the Transaction on which the Overseas Agent is acting (ie. acting for a Player moving to an English Club).

An Overseas Agent does **not** need to register for a Transaction if:

- i) he acts on behalf of a foreign club, even where this foreign club is seeking to transfer players to and from an English club; or
- ii) he acts for a player who is registered with a foreign club, unless the player is moving to an English club as a result of the Transaction.

A registration with The FA will last for as long as the individual holds a valid licence from another National Association; this means that if the Overseas Agent's original licence is suspended or withdrawn, his registration would be similarly affected. An individual may register with The FA at any time. For example if he considers that he may act in a Transaction where he is required to register at some point in the future, he can register now and does not need to wait for a Transaction to occur.

The Registered Overseas Agent may cancel the registration with one month's notice.

- 1.2 Once The FA has received the correct documentation, and is satisfied that it is correct, it will issue a written confirmation of registration. A copy of this confirmation shall be sent to the relevant National Association and The FA shall publish the individual's name as it considers appropriate.
- 1.3 An Overseas Agent must be registered before he can carry out Agency Activity as set out at para 1.1 above.. For the avoidance of doubt, an Overseas Agent only needs to



register where he acts for an English club or a Player who registration is held, or will be held as a result of the Transaction, with an English club.

- 1.4 The registration is personal to the applicant and cannot under any circumstances be transferred to another individual. The registration is permanent and lasts as long as the Overseas Agent has a valid licence with another National Association.
- 1.5 The process of registration constitutes:
- i) an undertaking by the individual that he will act in accordance with these Regulations when acting in the circumstances which require registration; and
 - ii) a submission to the authority and jurisdiction of The FA.
- 1.6 The Overseas Agent need only comply with the Regulations when he acts for an English club or a Player who registration is held, or will be held as a result of the Transaction, with an English club. The consequence of this are summarised below:

Regulation A	The requirements of Regulation A do not apply to Registered Overseas Agents, as the obligations set out therein are obligations of Players and Clubs.
Regulation B	<p>The requirements of Regulation B only apply to Representation Contracts to be entered into by the Registered Overseas Agent with an English Club (in a league sanctioned by The FA), or with a Player whose registration is already held, or will after the Transaction on which the Registered Overseas Agent is acting be held, by an English Club. Consequently:</p> <ul style="list-style-type: none"> i) If a Registered Overseas Agent represents such a Club or such a Player, then pre-existing representation agreements may continue in place until their expiry in accordance with the transitional provisions set out in Regulation B8. ii) If a Registered Overseas Agent represents an overseas Player who in the future becomes a Player whose registration is held by such a Club, then a pre-existing Representation Contract between them may continue to exist and to apply for the remainder of its term, in accordance with the transitional provisions set out in Regulation B8. iii) When a new Representation Contract is entered into with such a Club or such a Player, it must be in accordance with these Regulations. iv) A Registered Overseas Agent has no obligation in relation to representation agreements that he has with overseas Clubs or overseas Players that have no immediate intention of joining an English Club.



<p>Regulation C</p>	<p>Regulations C2, C3 and C5 only affect the Registered Overseas Agent's ability to act for a Club (i.e. an English club) in specific circumstances:</p> <ul style="list-style-type: none"> i) Under C2 the Registered Overseas Agent cannot act for a particular Club in relation to a particular Player if he has within the defined period carried out Agency Activity for that Player in a completed Transaction or Contract Negotiation with that or any other Club, or with any other professional football club wherever situated. ii) Under C3 the Registered Overseas Agent cannot act for a particular Club in relation to a particular Player if he has within the defined period carried out Agency Activity for any other Club, or for any other professional football club wherever situated, in relation to that particular Player. iii) Under C5 the Registered Overseas Agent cannot act for a particular Club in relation to a particular Player if he has within the defined period held any interest in the Commercial Rights of the Player. iv) Regulations C2, C3 and C5 do not affect the ability of a Registered Overseas Agent to act on behalf of foreign clubs, whatever the circumstances of his or her prior representation of those clubs or of any player or any ownership of the Player's Commercial Rights. v) Regulations C2, C3 and C5 do not apply to Registered Overseas Agents acting for Players. <p>The remaining obligations in Regulation C1 (to act for only one party) C4 (to disclose conflicts of interest) and C6 (not to conceal who he represents) apply to a Registered Overseas Agent only to the extent that he is acting in an English Transaction on behalf of such a Club or such a Player.</p>
<p>Regulations D, E and F</p>	<p>The obligations in Regulations D, E and F apply to a Registered Overseas Agent only to the extent that he is acting in an English Transaction for an English Club or for a Player whose registration is already held, or will after the Transaction be held, by an English Club.</p>
<p>Regulation G</p>	<p>Regulation G only affects the way in which a Registered Overseas Agent may act and negotiate and receive his remuneration for work done in an English Transaction on behalf of an English Club or for a Player whose registration is already held, or will after the Transaction be held, by an English Club. In particular:</p> <ul style="list-style-type: none"> i) A Registered Overseas Agent acting in such a context



	<p>may only be remunerated by one party, his client, and must not make certain specified payments.</p> <p>ii) A Registered Overseas Agent acting in an English Transaction for such a Player must not negotiate, seek or receive any payment from a Club (save to the extent permissible under Regulation G).</p> <p>iii) A Registered Overseas Agent is only required to make disclosure of information in relation to his acting in an English Transaction for such a Club or such a Player.</p>
Regulation H	The requirements of Regulation H apply to a Registered Overseas Agent only to the extent that he is acting in an English Transaction on behalf of an English Club or for a Player whose registration is already held, or will after the Transaction be held, by an English Club.
Regulation I	The only obligation in Regulation I that applies to a Registered Overseas Agent is the requirement under I6, and it only applies to the extent that the Transaction in question is an English Transaction.
Regulation J	The only obligation in Regulation J that applies to a Registered Overseas Agent is the requirement under J9 and it only applies to the extent that the Transaction in question is an English Transaction.
Regulation K	The requirements of Regulation K apply to a Registered Overseas Agent only to the extent that he is acting in an English Transaction on behalf of an English Club or for a Player whose registration is already held, or will after the Transaction be held, by an English Club.

1.7 The Regulatory Commission will consider any alleged breaches of the Regulations, Rules of The FA or any of the terms and conditions of the overseas registration. An individual who registers with The FA is bound by, and subject to, decisions of the Regulatory Commission (for details of The FA's disciplinary procedures and how Regulatory Commissions operate, please refer to the relevant section on Disciplinary Procedures in The FA's Handbook, which is available on The FA's website). The sanctions which the commission can impose on a Registered Overseas Agent are:

- i) issuing a warning; and/or
- ii) report the individual to their National Association; and/or
- iii) report the individual to FIFA; and/or
- iv) suspend or withdraw the registration.



- 1.8 If the Regulatory Commission withdraws the individual's registration, The FA can refuse a request by the individual for re-registration in line with any decision of the Regulatory Commission.
- 1.9 The FA has the right to refer any matter in relation to the conduct of the Overseas Agent to FIFA or the National Association who holds his licence or any other regulatory authority.



REGISTERED CLOSE RELATIONS

Under these Regulations, close relations (as detailed below) may act for relevant Players provided they register with The FA. These Close Relations are exempt from the requirement to obtain a licence from The FA, but they must register. The procedure for registering is set out below and also detailed on The FA's website.

- 2.1 A Player's parent, legal guardian, person with parental responsibility, sibling or spouse (a Close Relation) can carry out Agency Activity for that Player as if he were an Authorised Agent without having to sit the examination or obtain a licence. Such individuals can act for the Player for as long as the relationship exists, for example if a Player got divorced from his spouse, she could no longer act in this capacity.

A Close Relation can only carry out Agency Activity under this registration if they are not paid in any way, by any party involved, for their assistance, either directly or indirectly.

- 2.2 Close Relations do not need to apply for a licence from The FA; it is purely a registration requirement. This is a quick and easy process, easily achieved by submission of the correctly completed documentation to The FA. It is free of charge to register and an individual only need register with The FA once, not every time he acts.

The Close Relation must register prior to carrying out any Agency Activity for the Player.

Once a Close Relation is registered this will be permanent, there is no need to register every time there is a Transaction or Contract Negotiation involving that Player.

A Close Relation may register with The FA at any time. For example if he considers that he may act in a Transaction where he is required to register at some point in the future, he can register now and does not need to wait for a Transaction to occur.

The Registered Close Relation may cancel the registration with one month's notice.

- 2.3 The Close Relation must submit the correctly completed documentation to The FA. Once The FA has received this documentation, and is satisfied it is correct, it shall issue written confirmation of registration and shall publish the individual's name in a manner considered appropriate.

- 2.4 A Close Relation must register prior to carrying out any Agency Activity for the Player.

- 2.5 The registration is personal to the applicant and cannot be transferred to anyone else under any circumstances. The registration is permanent for as long as the relationship exists by virtue of which they are a Close Relation.

- 2.6 Please note the process of registration constitutes:

i) an undertaking by the individual that he will act in accordance with these Regulations and The FA Rules when acting in the circumstances which require registration; and

ii) a submission to the authority and jurisdiction of The FA.

- 2.7 A Regulatory Commission will consider any alleged breaches of the Regulations, Rules of The FA or any of the terms and conditions of the registration. An individual who registers with The FA is bound by, and subject to, decisions of the Regulatory



Commission (for details of The FA's disciplinary procedures and how Regulatory Commissions operate, please refer to the relevant section on Disciplinary Procedures in The FA's Handbook, which is available on The FA's website). The sanctions which the commission can impose on a Registered Close Relation are:

- i) issuing a warning; and/or
 - ii) reporting the individual to FIFA; and/or
 - iii) suspending or withdrawing the registration; and/or
 - iv) a fine.
- 2.8 If the Regulatory Commissions withdraws the Close Relation's registration, The FA can refuse a request by the individual for re-registration in line with any decision of the Regulatory Commission.
- 2.9 The FA has the right to refer any matter in relation to the conduct of the Close Relation to FIFA or another National Association or any other regulatory authority.



REGISTERED LAWYERS

Under these Regulations, Lawyers may act for Players and Clubs provided they satisfy certain requirements. The ways in which Lawyers can act broadly fall into two categories:

- (a) *Lawyers (both overseas and domestic) – can undertake Agency Activity provided that they register with The FA.*
- (b) *Solicitors regulated by the Solicitors Regulation Authority – can either:*
 - i. *Undertake Agency Activity if they register with The FA; or*
 - ii. *Undertake Agency Activity under the terms of the Conditional Exemption (see section 4 below “Exemption for Solicitors from the obligation to register as a Registered Lawyer”), in which case they do not have to register with The FA, but they do have to comply with certain conditions.*

It is important to note that the above requirements are subject to the overriding exception that Lawyers (of any category) are entitled to provide Permitted Legal Advice (as defined in the Regulations) without registering with The FA or acting in accordance with the Conditions of Exemption for Solicitors.

The procedure that Lawyers must follow for registering is set out below and also detailed on The FA’s website.

3.1 A Lawyer may only carry out Agency Activity at any time for a Player or Club if that Lawyer has registered with The FA, save where that Lawyer solely provides Permitted Legal Advice. This does not apply to Solicitors regulated by the Law Society who, whilst they may choose to register with The FA, are entitled to carry out Agency Activity under a conditional exemption, thereby avoiding the requirement to register with The FA. Permitted Legal Advice is advice or assistance provided by a Lawyer in relation to a Transaction or Contract Negotiation where:

- i) the Lawyer has entered into terms of engagement with his client in accordance with the requirements of his professional regulator; and
- ii) the advice or assistance is provided as part of a practice regulated by the Lawyer’s professional regulator (for Solicitors in England the Solicitors Regulation Authority and for barristers the Bar Council); and
- iii) the advice or assistance relates only to the legal aspects of a Transaction or Contract Negotiation, being the legal form which documents may take or the legal implications of a Transaction or Contract Negotiation. Negotiating the commercial terms of a Transaction or Contract Negotiation, especially the terms relating to remuneration/payment, does not count as Permitted Legal Advice; and/or
- iv) the advice or assistance relates to a dispute arising out of a Transaction or Contract Negotiation; and
- v) the Lawyer is remunerated in a manner consistent with the way Lawyers are usually remunerated for the giving of the advice described above. A Lawyer shall be deemed to have been paid in such a manner if:
 - a) the Lawyer is paid on hourly rate, which is in line with typical hourly rates charged by Lawyers for such work. For example,



in the case of Solicitors, The FA will consider the hourly rate charged by a Solicitor against the Guideline Figures for Solicitors Hourly Rates published from time to time by Her Majesty's Courts Service;

- b) the Lawyer is paid a fixed fee, which is not materially higher than the fee that would have been charged had the Lawyer charged an hourly rate; or
- c) the Lawyer is paid on a conditional fee basis, which is not materially higher than the fee that would have been charged had the Lawyer charged an hourly rate.

With the exception of Solicitors acting under the Condition of Exemption for Solicitors, a Lawyer who is seeking to carry out Agency Activity must firstly register with The FA. It is the Lawyer's responsibility to register with The FA. The Lawyer will then have to comply with the Regulations and The FA Rules.

Lawyers do not need to apply for a licence from The FA; it is purely a registration requirement. This is a quick and easy process, achieved by submission of the correctly completed documentation to The FA. It is free of charge to register and an individual only need register with The FA once, not every time he acts.

Once a Lawyer is registered, the registration will be indefinite providing he remains regulated by the Solicitors Regulation Authority, Bar Council or equivalent foreign bar or legal regulatory body.

There is no need to register every time there is a Transaction or Contract Negotiation. A Lawyer may register with The FA at any time. For example, if he considers that he may act in a Transaction where he is required to register at some point in the future he can register now and does not need to wait for a Transaction to occur.

The Lawyer may cancel the registration with one month's notice.

- 3.2 The Lawyer must submit the completed registration documentation to The FA. Once The FA has received this documentation, and is satisfied it is correct, it shall issue written confirmation of registration and shall publish the individual's name in an appropriate manner.
- 3.3 If the Lawyer's activity is not limited to carrying out Permitted Legal Advice, it is his responsibility to ensure that he registers with The FA or complies with the Conditions of Exemption for Solicitors prior to carrying out any Agency Activity.
- 3.4 The registration is personal to the applicant and cannot be transferred to anyone else under any circumstances. Once a Lawyer is registered this will be permanent providing he remains regulated by the Solicitors Regulation Authority, Bar Council or equivalent foreign bar or legal regulatory body.
- 3.5 Please note the process of registration constitutes:
 - i) an undertaking by the individual that he will act in accordance with these Regulations when acting in the circumstances which require registration; and
 - ii) a submission to the authority and jurisdiction of The FA.
- 3.6 The Regulatory Commission will consider any alleged breaches of the Regulations, Rules of The FA or any of the terms and conditions of the registration. An individual



who registers with The FA is bound by, and subject to, decisions of the Regulatory Commission (for details of The FA's disciplinary procedures and how Regulatory Commissions operate, please refer to the relevant section on Disciplinary Procedures in The FA's Handbook, which is available on The FA's website). The sanctions which the commission can impose on a Lawyer are:

- i) issuing a warning; and/or
 - ii) reporting the individual to the Law Society, Solicitors Regulation Authority, Bar Council or equivalent foreign bar or other legal regulatory body; and/or
 - iii) reporting the individual to FIFA; and/or
 - iii) suspending or withdrawing the registration.
- 3.7 If the Regulatory Commission withdraws the individual's registration, The FA can refuse a request by the individual for re-registration in line with any decision of the Regulatory Commission..
- 3.8 The FA has the right to refer any matter in relation to the conduct of the Lawyer to FIFA, another National Association or any other regulatory authority as it sees fit.



EXEMPTION FOR SOLICITORS FROM THE OBLIGATION TO REGISTER AS A REGISTERED LAWYER

Under these Regulations, Solicitors who act in accordance with the Conditions of Exemption, set out in paragraph 4 of Appendix III, need not register with The FA in carrying out Agency Activity.

Players and Clubs that wish to instruct an Exempt Solicitor to carry out Agency Activity must do so in accordance with the Regulations.

- 4.1 If a Solicitor wishes to carry out Agency Activity he does not have to register with The FA providing he complies with the Conditions of Exemption for Solicitors that are set out below.

These conditions have to be complied with for Transactions and Contract Negotiations where (i) the Exempt Solicitor represents an English Club or (ii) the Exempt Solicitor represents a Player registered with an English Club or a Player that will be as a result of the Transaction or Contract Negotiation (ie. a Player moving to an English Club).

- 4.2 Where an Exempt Solicitor is required to disclose information under the Conditions of Exemption for Solicitors this shall be subject to the duty of confidentiality the Exempt Solicitor owes to his client.

Regulations K7 and J11 require that Players and Clubs respectively, unconditionally and irrevocably consent to the Exempt Solicitor providing the information that the Exempt Solicitor is required and/or requested to provide under the Conditions of Exemption for Solicitors.

Conditions of Exemption for Solicitors

The following conditions are attached to the exemption for Solicitors. If a Solicitor wishes to undertake Agency Activity outside of, or contrary to, these conditions the Solicitor will not be entitled to the exemption and will have to register with The FA (as a Registered Lawyer) or obtain a licence (except where the Solicitors services fall within Permitted Legal Advice (see Section 3 paragraph 3.1 above)).

Activity must be regulated by the Solicitors Regulation Authority (“SRA”)

- 4.3 The Exempt Solicitor must be acting as part of a practice regulated by the Solicitors Regulation Authority. This means, for example, that an Exempt Solicitor who wishes to undertake Agency Activity through a private company not regulated by the SRA would not be entitled to the exemption.

Contracts and Disclosure

- 4.4 Before an Exempt Solicitor carries out any Agency Activity for a client, the information set out in paragraph 4.4 of Appendix III must have been agreed in writing. This information is called the Exempt Solicitor Terms of Representation, and comprises:

- a) the name of the client;



- b) the name(s) of the person(s) within the Exempt Solicitor's practice who will be carrying out the work; this should include all relevant professional personnel and not just the lead Solicitor;
 - c) the fact that the work is being carried out pursuant to the Conditions of Exemption for Solicitors under these Regulations;
 - d) the full terms of any remuneration and payment due in relation to the work;
 - e) the duration (if any is fixed) of the agreement between the Exempt Solicitor and the client; and
 - f) any restriction as to the manner in which the client may terminate the agreement with the Exempt Solicitor.
- 4.5 The Exempt Solicitor Terms of Representation must be disclosed to The FA within 5 days of the terms being agreed. If a Transaction or Contract Negotiation happens within those 5 days, then the Exempt Solicitor Terms of Representation must be sent at that point.
- 4.6 If any of the terms in the Exempt Solicitor Terms of Representation are varied, the Exempt Solicitor must disclose this to The FA within 5 days.
- 4.7 The Exempt Solicitor Terms of Representation must have a maximum duration of 2 years. This can be renewed at any time, although always subject to the 2 year maximum duration from the point of renewal.
- 4.8 An Exempt Solicitor must disclose to The FA, within 5 days of completion of a Transaction or Contract Negotiation, all remuneration of the Exempt Solicitor as a result of that Transaction or Contract Negotiation.

This includes details of remuneration not yet paid to the Exempt Solicitor, but due to the Exempt Solicitor at some point in the future.

Subject to the requirement under paragraph 4.18 of Appendix III, the Exempt Solicitor must also disclose any payments to any other person as a result of the Transaction or Contract Negotiation in which he has been involved. This could include, for example, payments to other Authorised Agents, Solicitors or other third parties.

Conflicts of Interests

- 4.9 An Exempt Solicitor must only act for one party to a Transaction or Contract Negotiation.
- 4.10 An Exempt Solicitor may not act for a Club with respect to a Player where he has represented that Player in a Transaction at any time during the last two completed transfer windows. The Exempt Solicitor will be deemed to have represented that Player during the relevant period if he was either (i) party to a representation agreement with that Player; or (ii) if he carried out any Agency Activity for that Player, whether directly or indirectly, in a completed Transaction or Contract Negotiation.
- This applies whether the Club was involved in the Transaction or whether the Transaction involved another Club.
- 4.11 This concerns any Commercial Rights an Exempt Solicitor may have in a Player.



Commercial Rights are any rights in relation to a Player arising from the use of the Player's image or from sponsorship or endorsements, or from any other commercial exploitation of rights not directly related to the Player's employment contract.

If an Exempt Solicitor has any interest in the Commercial Rights of a Player, the Exempt Solicitor cannot act for a Club in a Transaction or Contract Negotiation involving that Player. This prohibition lasts for two completed transfer windows. An interest in Commercial Rights is defined as:

- (a) Beneficial ownership of all, or part, of the Commercial Rights of the Player, whether held directly or indirectly;
- (b) Any contractual agreement or other arrangement which involves the Exempt Solicitor acting in relation to the Player's Commercial Rights.

4.12 An Exempt Solicitor must not carry out any Agency Activity for an Unauthorised Agent. This means that, for example, an Exempt Solicitor must not act as a "front" for an Unauthorised Agent by signing off on contracts and/or disclosures as part of a Transaction where the Transaction has actually been substantially negotiated by an Unauthorised Agent. An Unauthorised Agent is anyone who at any time acts in the capacity of an Agent but who is not an Authorised Agent or Exempt Solicitor.

4.13 If an Exempt Solicitor acts for a Player or a Club in a Transaction or Contract Negotiation he must be clear about who he acts for, and make no attempt to misrepresent the party that he is acting for or suggest that, in fact, he is acting for a different party for any reason (either to the parties involved, or to The FA through the relevant documents and disclosures).

4.14 An Exempt Solicitor must not act for a Player or Club in a Transaction or Contract Negotiation which involves a Club in which the Exempt Solicitor has an interest.

For these purposes an interest in a Club includes:

- i) ownership of more than 5% of any company through which the Club conducts its business; and/or
- ii) being in any position where the Exempt Solicitor can exercise material influence of any kind over the Club.

4.15 An Exempt Solicitor must disclose in writing any information The FA requests in relation to these conditions of exemption. The Exempt Solicitor will be given reasonable notice by The FA to provide such information.

Any remuneration of any kind paid to an Exempt Solicitor by a Club falls within the scope of information that may be relevant to The FA.

Remuneration

4.16 Where an Exempt Solicitor carries out Agency Activity for a client, he must not be remunerated by, or seek to be remunerated by, anyone other than his client.

4.17 Where an Exempt Solicitor acts for a Player and the Exempt Solicitor and Player agree in writing that a commission will be paid to the Exempt Solicitor, either by way of lump sum or instalments, the commission must be calculated as a percentage of the Player's annual basic gross income. This must be the income set out in the employment contract that the Exempt Solicitor negotiated for the Player, and must



only include guaranteed income. Therefore, any benefits and/or any kind of bonus or privilege that is not guaranteed must be excluded from the calculation of the commission fee (eg. any bonus where payment is contingent on some future event such as appearances or goals scored).

- 4.18 The Exempt Solicitor may not pass remuneration on to anyone outside his regulated practice.

Other Specific Requirements

- 4.19 The Exempt Solicitor must not, and must not attempt to:
- 4.19.1 enter into Exempt Solicitors Terms of Representation with a Player or Club who has an exclusive Representation Contract with an Authorised Agent.
 - 4.19.2 approach a Player or Club under an exclusive Representation Contract with an Authorised Agent where the Exempt Solicitor intends to negotiate Exempt Solicitor Terms of Representation or any other representation agreement with that Player or Club. The only exceptions to this are if (i) the existing Authorised Agent gives written permission or (ii) the existing Representation Contract has less than one month to run.
 - 4.19.3 induce a Player or Club to breach his/its contract, whether a Representation Contract with an Authorised Agent (this restriction also applies if the Representation Contract in place is non-exclusive) or any other contract with another Club or Player (eg. an employment contract).

Please note that Exempt Solicitor Terms of Representation cannot be concluded by an Exempt Solicitor until the existing Representation Contract has either expired or been lawfully terminated.

Although there are a number of specific restrictions under this paragraph regarding inducement to breach a contract, note that an Exempt Solicitor is allowed to publicise his services generally as part of his normal practice (as regulated by the Solicitors Regulation Authority).

- 4.20 This condition limits the circumstances in which an Exempt Solicitor may approach or start negotiations in relation to a Player, where they are doing this with a view to becoming involved in a Transaction.

An Exempt Solicitor may only do this if:

- (i) the Player's current Club has given written permission to do so; or
 - (ii) the Club or Player for whom the Authorised Agent is acting can do so in the specific circumstances provided for in the rules of the FA Premier League, Football League or FIFA as may vary from time to time. The relevant regulations are contained within the Premier League rules on Player's Contracts, the Football League rules on Players and FIFA's Regulations for the Status and Transfer of Players.
 - (iii) the Exempt Solicitor's involvement is limited to giving Permitted Legal Advice.
- 4.21 An Exempt Solicitor must not have any interest in a Player's Registration Rights. This prohibition includes any interest in the Registration Rights that the Exempt Solicitor



may become entitled to in the future, or where ownership of the right is conditional on a future event.

This includes, but is not limited to, having an interest in any transfer fee or future sale value of a Player. As a result, an Exempt Solicitor is not entitled to, for example, sell-on fees.

4.22 An Exempt Solicitor must not make any approach to, or enter into an agreement with, a Player in relation to any Agency Activity before the later of:

- (i) the 1st day in January of the year of the Player's sixteenth birthday; or
- (ii) the 1st day in January of the final year of the Player's full-time education,

If an Exempt Solicitor does want to act in circumstances prohibited by this condition he needs to apply for and obtain, written authorisation from The FA in line with the procedures under Regulations K10-13.

4.23 An Exempt Solicitor must not enter into Exempt Terms of Representation with a Player under the age of eighteen years of age unless it is countersigned by the Player's parent or legal guardian with parental responsibility.

4.24 An Exempt Solicitor must not receive any money under any circumstances as a result of introducing a Player who is under 16 or still in full-time education to a Club.

Non-Exempt Solicitors

4.25 If The FA is satisfied that an Exempt Solicitor has breached any of the Conditions of Exemption for Solicitors, The FA may determine that the Solicitor is a Non-Exempt Solicitor.

Upon a Solicitor being determined to be a Non-Exempt Solicitor, that Solicitor shall cease to be entitled to carry out Agency Activity under the Conditions of Exemption for Solicitors.

4.26 In deciding whether an Exempt Solicitor has breached any of the Conditions of Exemption for Solicitors, The FA shall use the process contained within Rule G of the Rules of The FA and The FA's Regulations for Football Association Disciplinary Action. It will treat the alleged breach as if it were misconduct under Rule E1(b) of the Rules of The FA and the Exempt Solicitor will have the opportunity to make submissions and attend a hearing as set out within the procedures.

The only difference being that the sanctions against the Solicitor are limited to:

- a) issuing a warning; and/or
- b) reporting the Solicitor to the Solicitor's Regulation Authority; and/or
- c) reporting the Solicitor to FIFA; and/or
- d) a decision that the Solicitor is a Non-Exempt Solicitor on terms that the panel sees fit and/or that the Solicitor shall not be eligible for a Lawyer Registration for a period The FA considers appropriate.



4.27 A Solicitor may appeal a decision under paragraph 4.26 above under the process in Rule H of the Rules of The FA and The FA's Regulations for Football Association Appeals.

EXPLANATORY NOTE

This explanatory note is intended to provide clarification on the extent and nature of the definition of Agency Activity (the regulated work of an Authorised Agent). In interpreting the Regulations, the guidance below should provide assistance in determining what is, and is not, Agency Activity, and as a result it should be clear:

- *which services can only be provided by someone with a Licence or Registration granted by The FA;*
- *which services require payments for those services to be made in accordance with these Regulations (eg, disclosed, paid via The FA, paid by the client receiving the services etc);*
- *which services need to be covered by a Representation Contract.*

AGENCY ACTIVITY

For the purposes of these Regulations, the following is a non-exhaustive list of activities for which an individual needs to be an Authorised Agent or Exempt Solicitor – where those activities are carried out for, or in relation to, a Transaction or Contract Negotiation:

- Personally representing the interests of a Player or Club;
- Negotiating with a Club on behalf of a Player or another Club;
- Negotiating with a Club in relation to a Player;
- Advising Players in relation to aspects (which includes, but is not limited to, the financial aspects) of an employment contract or other contract as part of a Transaction;
- Advising Clubs in relation to contracts (which includes, but is not limited to, the financial aspects of contracts) as part of a Transaction;
- Representing Clubs or Players at meetings;
- Introducing Players to Clubs (or vice versa) with a view to a Transaction;
- Introducing Clubs or Players to third parties with a view to a Transaction;
- Discussing the terms of possible deals with Players or Clubs;
- Facilitating a Transaction by discussing the availability of a Player with a Club;
- Making arrangements for Clubs to meet with Players or other Clubs (where a fee is sought or paid/received for the service);

Again this is not an exhaustive list, but should be used as a guide. These restrictions apply for all Transactions involving the actual or possible negotiation of Player contracts, renegotiation of Player contracts and/or negotiation of transfers of Player registrations.

Please note that for Lawyers, the above list should be read in conjunction with the definition of Permitted Legal Advice.

ADMINISTRATIVE DUTIES

The Regulations set down that individuals who do not hold a licence are entitled to carry out "administrative duties".



For the purposes of these Regulations, the following is a non-exhaustive list of activities that would be considered to be administrative in nature and for which an individual would not need to be an Authorised Agent or an Exempt Solicitor include:

- Providing normal secretarial or paralegal support to an Authorised Agent / Exempt Solicitor in the production of documents / letters (whether in relation to a Transaction or not);
- Arranging meetings between Authorised Agents and Clubs / Players (where there is no fee sought or paid for the service)
- Assisting with the practical arrangements for the relocation of a Player (ie. not the contractual financial arrangements);

Again this is not an exhaustive list, but should be used as a guide and should be read in conjunction with the Note above on Agency Activity. These restrictions apply for all Transactions involving the actual or possible negotiation of Player contracts, renegotiation of Player contracts and/or negotiation of transfers of Player registrations.

SCOUTING

Scouting is a specific service and is different from Agency Activity. Scouting involves (and only involves) the identification, monitoring and assessment of player talent.

It does not involve any of the following, which will be regarded as Agency Activity as above:

- direct contact with Players regarding Transactions; or
- representation of, or advice to, Players or Clubs in relation to Transactions; or
- involvement in the facilitation or negotiation of a Transaction.

When operating in respect of a Premier League Club, scouts must be registered with the Premier League and act in accordance with Premier League Rule P (Scouts) and Appendix 5 (Code of Conduct for Scouts).

If an Agent claims to act as a scout, The FA will have specific regard to the nature of the services provided by that Agent in determining whether or not the services constitute Agency Activity and should therefore be subject to the requirements of these Regulations.

INTRODUCTION FEES

Introduction fees are generally paid to a party who introduces a specific Player or Club, but may play little, or no, part in the negotiation of the terms of the resulting Transaction.

As set out above, this type of service is considered to be Agency Activity and should be treated as such with regard to these Regulations.

CONSULTANCY / RETAINERS

Consultancy or retainer arrangements are permitted under the Regulations. However, please note that The FA will have specific regard to the nature of the services provided in determining whether or not the services constitute Agency Activity. If the services provided under a consultancy or retainer agreement fall within the scope of Agency Activity, then all aspects of the arrangements and remuneration should be made in accordance with the requirements of these Regulations (in particular with regard to disclosure and payments) as for any other Agency Activity service.



COMMERCIAL AGENCY

Provision of agency services in relation to the commercial aspects of a Player's or a Club's business (eg. negotiation of a boot deal or similar sponsorship type arrangement, which does not form part of a Transaction or Contract Negotiation) is not governed by these Regulations, save where The FA requires disclosure of certain information as specifically identified within the Regulations.

FRONTING

For the avoidance of any doubt and as referred to at Regulation H12 (and Appendix III, paragraph 4.12/4.13), it is prohibited for any Authorised Agent (or Exempt Solicitor) to act as a front for an Unauthorised Agent or any other party. This includes using a Lawyer or an Authorised Agent to sign off on Transaction documentation that is disclosed to The FA where the Agency Activity was actually carried out, in part or in whole, by an Unauthorised Agent.

As stated in the Regulations, if a Club or Player uses the services of an Unauthorised Agent for any Agency Activity, they will be in breach of these Regulations. This is irrespective of the content of the disclosure documents provided to The FA in relation to a given Transaction.

In addition, it will be misconduct to provide false, misleading or inaccurate information in the relevant disclosure documents.