

## Drafting Notes

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### Obligatory clauses

The clauses which are in **bold** are the Obligatory Terms that the parties must include in the Representation Contract. Clauses in ***bold and italics*** represent alternative clauses, the inclusion of one of which is obligatory as per the text below. The remaining clauses are recommended clauses, designed to bring a particular matter to the parties attention and providing a possible recommended form, but these may be altered or removed as the parties see fit.

For the avoidance of doubt the Obligatory Terms are the Key Terms Summary, the recitals, clauses 1, 2, 3 or 5, 6, 7, 10 (excluding 10g), 11, 13, 14, 15, 16, 20 (in part), 24, 25, 29, 30 and 31 and the execution provisions.

### Updated clauses for January 2010

#### Key Terms Summary

A Key Terms Summary has been added to provide a clear and concise view of the key contractual terms for the parties, but in particular for the Players. The Key Terms Summary must be included on all Agent/Player contracts with immediate effect.

#### Player Consent

A new Clause 12 has been added to enable a Player to provide consent in the Representation contract to the Agent seeking to provide services to a Club in respect of the Player. The consent is, of course, subject to the fulfilment of the various obligations contained within the Agents Regulations (Regulations C.4 – C.8)

## KEY TERMS SUMMARY

The following represents a summary of certain important information in your contract. It does not form part of your contract, is subject to the terms of the contract, and in the event of any conflict, the contract will apply.

### PARTIES

**Player:** .....[insert name]

**Agent:** .....[insert name]

### SERVICES TO BE PROVIDED

**The Player appoints the Agent to provide the following services:**

[insert description of the services consistent with the terms of clause 1 of the contract].

**The Player has agreed to use the services of the Agent on an [EXCLUSIVE / NON-EXCLUSIVE delete as applicable] basis.**

### DURATION

**The contract will take effect from** ..... [insert start date]

**The contract will last until** ..... [insert end date]

### FEES

**The Player agrees to pay the Agent a fee as follows, excluding VAT:**

[insert details of the fee payable during (and after) the contract (e.g. an hourly rate, a percentage of earnings by periodic instalments etc); the terms upon which it is payable, (e.g. 30 days after receipt of invoice); and the regularity of payment (e.g. at the commencement of the playing contract, monthly/quarterly/annual instalments)]

### PLAYER CONSENT (delete if not applicable)

The Player agrees that the Agent may provide services to any Club to which the Player may become contracted (or with which he may renew a playing contract). This consent is given on the basis that the requirements of the Agents Regulations relating to Player Consent are complied with in full.

## **REPRESENTATION CONTRACT between AGENT and PLAYER**

THIS REPRESENTATION CONTRACT is made the     day of

**BETWEEN**

**[NAME OF INDIVIDUAL AUTHORISED AGENT] (the 'Authorised Agent')**

**[LICENCE / REGISTRATION NUMBER] of**

**[COMPANY NAME and ADDRESS (where applicable)] (the 'Company')**

**and**

**[THE PLAYER]**

**[ADDRESS]**

**[D.O.B.]**

**(the 'Player')**

WHEREAS

- (1) **The Authorised Agent has informed the Player in writing that he should consider taking independent legal advice in relation to this Representation Contract and he has afforded the Player the opportunity to take such legal advice prior to the execution of this Representation Contract.**
- (2) **The Player has provided written confirmation in the form set out at Appendix 1 to this Representation Contract on or before the date of this Representation Contract that either (i) he has obtained such legal advice or (ii) he has decided that he does not need to do so.**

IT IS HEREBY AGREED as follows:

### **APPOINTMENT**

1. **The Player hereby appoints the Authorised Agent to provide services on the following terms:**

[describe the detail and nature of the services].

*[The Player is contracted to the Authorised Agent on an exclusive basis in accordance with clause 3 below]*

*or [delete as applicable]*

*[The Player is contracted to the Authorised Agent on a non-exclusive basis in accordance with clause 5 below].*

**(the 'Services')**

## TERM

2. The term of this Representation Contract shall, subject to clauses 13 to 16 below, be for a period of [MONTHS/YEARS up to a maximum of 2 years] from the date hereof at the end of which it shall terminate without notice. The Representation Contract may be renewed at any time upon the written agreement of both parties, provided that the term of the Representation Contract renewed by the parties shall not be for a term of more than 2 years.

## NATURE OF THE RELATIONSHIP

3. ***[IF AGREEMENT IS EXCLUSIVE UNDER CLAUSE 1 - For the term of this Representation Contract the Player shall engage no other Authorised Agent (as defined in The Football Association Football Agents Regulations (the 'Agents Regulations') in relation to, or to provide, the Services without the written consent of the Authorised Agent.]***
4. [IF AGREEMENT IS NON-EXCLUSIVE UNDER CLAUSE 1- Where the Authorised Agent has not performed any Services for the Player in respect of any particular Transaction or Contract Negotiation (as defined in the Agents Regulations) pursuant to the terms of this Representation Contract, no payment shall be due or payable to the Authorised Agent in respect of such Transaction or Contract Negotiation under the terms hereof.]
5. ***[IF AGREEMENT IS NON-EXCLUSIVE UNDER CLAUSE 1- The Player shall be entitled to appoint any other authorised agents (as defined in the Agents Regulations) to provide the Services during the term of this Representation Contract.]***
6. The Player shall not be obliged to use the services of the Authorised Agent during the term of this Representation Contract and may represent himself in any Transaction or Contract Negotiation (as defined in the Agents Regulations) should he so desire.

## REMUNERATION

7. In consideration for the provision of the Services, the Player shall pay to the Authorised Agent a fee in accordance with the requirements of the Agents Regulations and the terms of this Representation Contract as follows:

**[Set out full details of the fee payable both during the Representation Contract and after expiry of the Representation Contract (e.g. an hourly rate, a percentage of earnings by periodic instalments, post-termination entitlement etc) and specify the terms upon which it is payable, (e.g. 30 days after receipt of invoice) and the regularity of payment (e.g. at the commencement of the playing contract, monthly/ quarterly /annual instalments)]**

The above sums being exclusive of any Value Added Tax that may be payable.

8. Payment of the sums due above shall be made subject to receipt by the Player of the Authorised Agent's written invoices therefor.
9. The Authorised Agent shall bear all expenses incurred in performing his duties under this Representation Contract and the Player shall not be liable to make any payments not expressly set out herein.

## OBLIGATIONS

10. **The Authorised Agent undertakes and warrants to the Player that he will at all times during the term of this Representation Contract perform the Services conscientiously and in the best interests of the Player and, in particular:**
  - a. **he shall provide the Services to the best of his ability and use all reasonable endeavours in connection therewith;**
  - b. **he shall keep the Player informed of any and all material information relating to the provision of the Services and shall not enter into negotiations with any third parties on the Player's behalf without the Player's consent;**
  - c. **he shall comply with the Rules of the Football Association and the Agents Regulations;**
  - d. **he holds, and will continue to hold, a current valid licence/registration issued by The Football Association;**
  - e. **he has, and shall maintain, in place valid and effective professional liability insurance in respect of the Services and shall, at the Player's request, provide the Player with a copy of the policy;**
  - f. **he shall not, either directly or indirectly, make payments of any kind to, or receive payments of any kind from, a Club (as defined in the Agents Regulations), which results from the provision of the Services, save where permitted in accordance with the Agents Regulations;**
  - g. **he shall not incur any liability in excess of £1000 on behalf of the Player without the prior consent of the Player;**
  - h. **he shall, on or before 30 November each year, provide an itemised statement (in the form prescribed by The Football Association from time to time) to the Player covering the period from 1 October of the previous year to 30 September of the relevant year, which sets out any and all remuneration or payments of whatever nature, including in relation to Commercial Rights (as defined in the Agents Regulations), charged by the Authorised Agent to the Player during that period.**
  
11. **The Player undertakes and warrants to the Authorised Agent that:**
  - a. **he is free to enter into the Representation Contract and is not prevented or restricted from so doing by any other extant agreement with another authorised agent or otherwise;**
  - b. **[IF AGREEMENT IS EXCLUSIVE UNDER CLAUSE 1 - he shall notify the Authorised Agent of any approach or offer or inquiry that the Player receives from any other authorised agent, club or person acting directly or indirectly on behalf of a club that falls within the scope of the Services. The Player shall not be entitled to engage the services of another authorised agent without the prior written consent of the Authorised Agent;]**
  - c. **he shall comply with the Rules of the Football Association and the Agents Regulations;**

- d. he shall provide any such information that the Authorised Agent may reasonably require in order to enable the Authorised Agent to perform the Services hereunder; and
- e. where permitted by this Representation Contract, if he makes a written request to a club that the club deal with someone other than the Authorised Agent, including with the Player himself, in relation to a Transaction or Contract Negotiation (as defined within the Agents Regulations) he shall provide the Authorised Agent with a copy of the written request as soon as reasonably practical and in any event within 5 days of its execution.

#### **PLAYER CONSENT**

- 12 Unless and until otherwise advised by the Player to the Authorised Agent in writing, the Player consents to the Authorised Agent providing services in respect of the Player to any Club to which the Player may become contracted (or with which he may renew a playing contract) during the term of this agreement provided always that the requirements relating to Player Consent as set out in the Agents Regulations are complied with in full, and provided that the provision of such services shall not be to the detriment of the Authorised Agent's primary responsibility to represent the Player honestly and efficiently pursuant to his obligations under this Representation Contract.

#### **TERMINATION**

- 13. **If the Authorised Agent's licence/registration is suspended or withdrawn during the term of this Representation Contract as determined by The Football Association or other relevant national association or FIFA, and the relevant appeal process has been exhausted where applicable, then this Representation Contract shall be automatically terminated with immediate effect.**
- 14. **If either party:**
  - a. **commits a material breach of this Representation Contract which is not capable of remedy;**
  - b. **commits a material breach of this Representation Contract which is capable of being remedied but fails to remedy such breach within 30 days of a receipt of written notice from the non-defaulting party specifying the breach and requiring it to be remedied; or**
  - c. **is declared bankrupt [or, in the case of the Authorised Agent only, if the Company becomes insolvent],**

**this Representation Contract may be terminated by the non-defaulting party on written notice with immediate effect.**
- 15. **Any sums that fall due for payment to the Authorised Agent after termination of this Representation Contract, other than those sums arising out of rights that have been accrued before termination, shall not be due and payable by the Player if:**
  - a. **the Representation Contract is terminated in accordance with clause 13; or**
  - b. **the Representation Contract is terminated in accordance with clause 14 to the extent only that the material breach giving rise to such termination is committed by the Authorised Agent**

16. **[WHERE THE AUTHORISED AGENT IS EMPLOYED OR RETAINED ON BEHALF OF AN ORGANISATION - Should the Authorised Agent, during the term of this Representation Contract, cease to be an employee or director or other authorised representative of the Company, the Player shall be informed in writing by the Authorised Agent as soon as reasonably practicable thereafter, and the Player shall be given the option to:**
- a. **continue to be represented by the Authorised Agent under this Representation Contract subject to any provisions, restrictions or obligations that may exist between the Authorised Agent and the Company; or**
  - b. **terminate the Representation Contract and be represented by, and enter into a representation contract with, another authorised agent employed by the Company without any further obligations to the Authorised Agent other than in respect of any outstanding sums that are or shall be due to the Authorised Agent hereunder (subject to the relevant provisions of the Agents Regulations regarding entitlement to remuneration and to any provisions or obligations that may exist between the Authorised Agent and the Company); or**
  - c. **terminate the Representation Contract and, if he so wishes, seek alternative representation without any further obligations to the Authorised Agent and/or the Company other than in respect of any outstanding sums that are or shall be due to the Authorised Agent hereunder (subject to the relevant provisions of the Agents Regulations regarding entitlement to remuneration and any provisions or obligations that may exist between the Authorised Agent and the Company).**

**The Player shall be required to notify the Authorised Agent in writing of his election within 28 days of receiving notice from the Authorised Agent of his change in circumstances, and in the event that the Player elects the option set out in clause 16(b) above, the Authorised Agent shall sign any documents and do any acts as may be necessary to novate this Representation Contract to a third party authorised agent employed by the Company.]**

#### **NOTICES**

17. All notices to be given under this Representation Contract shall be in writing in English and left at or sent by first class registered or recorded delivery mail or facsimile to the address of the party as set out above or to such other address and/or addresses as the party concerned shall from time to time designate by written notice pursuant hereto.
18. Any such notice shall be deemed given, in the case of hand delivery, at the time when the same is left at the addressee's address or, in the case of first class registered post or recorded delivery mail, on the business day after delivery or, in the case of a facsimile, upon transmission by the sender provided that the transmitting facsimile machine generates upon completion of the transmission a transmission report stating that the notice has been duly transmitted without error to the addressee's facsimile number.

#### **SEVERABILITY**

19. If any term or provision in this Representation Contract shall be held to be illegal, invalid or unenforceable, in whole or part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Representation Contract but the legality, validity and enforceability of the remainder of this Representation Contract shall not be affected.

## **CONFIDENTIALITY**

20. **Save as required by law or any fiscal or regulatory authority (including The Football Association), each party undertakes** [to keep the terms of this Representation Contract and any information of a confidential nature that he may receive in respect of the other party during the term of this Representation Contract strictly confidential and shall at no time (whether before or after expiry of the term of this Representation Contract) divulge any such information to any third party (other than to their respective professional advisors) without the consent of the other party.]

## **ENTIRE AGREEMENT**

21. This Representation Contract sets out the entire agreement between the parties hereto, in relation to those matters set out herein, and supersedes all prior discussions statements representations and undertakings between them or their advisors.
22. Clause 21 shall not exclude any liability which either party would otherwise have to the other or any right which either of them may have to rescind this Representation Contract in respect of any statements made fraudulently by the other prior to the execution of this Representation Contract or any rights which either of them may have in respect of fraudulent concealment by the other.
23. This Representation Contract may not be amended, modified or superseded unless expressly agreed to in writing by both parties.

## **RELATIONSHIP BETWEEN THE PARTIES**

24. **The Authorised Agent is not authorised under this Representation Contract to enter into employment contracts on behalf of the Player or bind the Player in a contractual relationship in any way whatsoever**, [save as provided for under Clause 10(g)].

## **SURVIVAL OF RIGHTS, DUTIES AND OBLIGATIONS**

25. Expiry or termination of this Representation Contract shall not release the parties from any liability or right of action or claim which at the time of such expiry or termination has already accrued or may accrue to either party in respect of any act or omission prior to such expiry or termination.
26. Expiry or termination shall not affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

## **NON-ASSIGNMENT**

27. **The Authorised Agent shall not assign, subcontract or novate the benefit or burden of this Representation Contract or of any of its provisions without the prior consent in writing of the Player (such consent to be given or withheld in the Player's absolute discretion) and in any case shall not assign, subcontract or novate the benefit or burden of this Representation Contract or of any of its provisions to an Unauthorised Agent (as defined in the Agents Regulations).**

## **THIRD PARTY RIGHTS**

28. Notwithstanding any other provision of this Representation Contract, a person who is not a party to this Representation Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Representation Contract.

#### **SUPPLEMENTAL AGREEMENTS**

29. Any other arrangements between the parties in any way connected to the provision of the Services that are supplemental to this Representation Contract shall be in accordance with the requirements of the Agents' Regulations and shall be annexed to the Representation Contract and submitted to The Football Association (and other relevant national association) for registration together with this Representation Contract.

#### **DISPUTES**

30. Any dispute between the parties arising from this Representation Contract which constitutes a breach of the Rules of the Football Association and/or the Agents Regulations shall be dealt with by the Rules of the Football Association in the first instance and referred to FIFA where appropriate. Any other dispute between the parties shall be dealt with as between the parties under Rule K (Arbitration) of the Rules of the Football Association (as may vary from time to time).

#### **GOVERNING LAW & JURISDICTION**

31. This Representation Contract shall be governed by and construed and interpreted in accordance with the laws of England and Wales and, subject to clause 30 above, the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

**SIGNATURES**

This contract has been signed in fourfold and the copies have been distributed to:

- i.           The National Association with which the Authorised Agent is registered
- ii.          The National Association with which the Player is registered (if different)
- iii.         The Authorised Agent
- iv.          The Player

Signed by the Player: \_\_\_\_\_ Date: \_\_\_\_\_  
(and Guardian if the Player is a minor)

Print Name -----

Signed by the Guardian: \_\_\_\_\_ Date: \_\_\_\_\_  
(if the Player is a minor)

Print Name -----

Signed by the Authorised Agent: \_\_\_\_\_ Date: \_\_\_\_\_

**LODGEMENT**

The Football Association: \_\_\_\_\_ Date: \_\_\_\_\_

Other National Association: \_\_\_\_\_ Date: \_\_\_\_\_

**Appendix 1**

**Independent Legal Advice Confirmation**

I [insert player's name] confirm that I received independent legal advice from [Lawyer's name] of [name of firm] as to the terms and effect of this Representation Contract.

**OR**

I [insert player's name] confirm that I have been advised by [insert authorised agent's name] to consider taking independent legal advice in relation to the terms of this Representation Contract, and that I have been given a reasonable opportunity to take such independent legal advice, but that I have decided that I do not need to do so.

**Signed by the Player:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(and Guardian if the Player is a minor)

**Print Name** -----

**Signed by the Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(if the Player is a minor)

**Print Name** -----