

# FA FOOTBALL AGENTS REGULATIONS

## Introduction and Interpretation

These Regulations are made in accordance with the requirement of FIFA that National Associations have regulations governing the conduct and use of services of Agents.

These Regulations are made in accordance with Rule J and are binding on all Participants, and in particular Licensed Agents and Registered Agents (together referred to as Authorised Agents).

Any breach of these Regulations resulting in a charge for Misconduct shall be dealt with in accordance with the Rules of The Association and shall be determined by a Regulatory Commission of The Association. All other decisions by The Association pursuant to these Regulations shall be made by or under the authority of the Council of The Association or the Football Regulatory Authority (including Regulatory Commissions and/or an Agents Panel of The Association) as appropriate and shall be made at their absolute discretion.

Definitions are as set out in the Rules of The Association, and Appendix I. In dealing with any issue under these Regulations, The Association shall have regard to the reality and substance of any dealings or arrangements and not just their form. In the event of a conflict between these Regulations and the FIFA Players' Agents Regulations, these Regulations shall apply.

These Regulations come into effect on 4 July 2009.

### A. GENERAL

- 1 A Player or Club must not at any time use the services of, or seek to use the services of, pay, or seek to pay, either directly or indirectly, an Unauthorised Agent in relation to any Agency Activity.
- 2 A Player or Club may retain only the services of an Authorised Agent or Exempt Solicitor in relation to any Agency Activity, or represent themselves.
- 3 A Player or Club must take all reasonable steps to satisfy themselves that any person carrying out or seeking to carry out any Agency Activity, whether directly or indirectly, is an Authorised Agent or Exempt Solicitor and is entitled to act under a valid Representation Contract or Exempt Solicitor Terms of Representation.

### B. REPRESENTATION CONTRACTS, AGREEMENTS AND EXEMPT SOLICITOR TERMS OF REPRESENTATION

#### Representation Contracts and Agreements

- 1 An Authorised Agent and a Player or a Club must have entered into a validly executed written Representation Contract prior to that Authorised Agent carrying out any Agency Activity on his or its behalf. Before entering into a Representation Contract with a Player, or prior to varying an existing Representation Contract with a Player, the Authorised Agent shall:
  - a) inform the Player in writing that he should consider taking independent legal advice in relation to the Representation Contract; and
  - b) afford the Player a reasonable opportunity to take such legal advice, should the Player wish to take such advice; and
  - c) obtain the Player's written confirmation that either (i) he has obtained such legal advice or (ii) he has decided that he does not need to do so.
- 2 The Representation Contract must contain the entire agreement between the

parties in relation to the Agency Activity, and shall, at a minimum, contain all Obligatory Terms of the relevant Standard Representation Contract. The parties may not, without the prior written authorisation of The Association (which shall be requested in accordance with Regulations K10 - K13 below) vary the Obligatory Terms. The parties may add other terms so long as they are consistent with the Obligatory Terms of the Standard Representation Contract and the requirements of these Regulations and the FIFA Players' Agents Regulations. The parties may seek The Association's confirmation that the Representation Contract and any additional terms are so consistent.

- 3 The requirement for a Representation Contract shall not apply in the case of a Registered Close Relation where no payment is to be made by or on behalf of the Player, whether directly or indirectly, to any person (a "Free RCR"). In the case of a Free RCR, a declaration (a "Free RCR Declaration") must be validly executed in such form as The Association may stipulate.
- 4 The Authorised Agent and the Club or Player must ensure that originals in triplicate of any and all Representation Contracts or Free RCR Declarations to which they are a party are lodged with The Association. Representation Contracts or Free RCR Declarations must be lodged as follows:
  - a) within 5 days of being executed; or
  - b) at the time of the registration of a Transaction or Contract Negotiation, if that is within the 5 days of the Representation Contract or Free RCR Declaration being executed.
- 5 Any term of a Representation Contract that breaches the requirements of these Regulations is not permitted. In such cases, The Association shall have the power to notify the parties of any such breach whereupon the parties shall either:
  - (i) remedy the breach by making the necessary amendments as notified; or
  - (ii) seek the permission of The Association (in accordance with Regulations K10 - K13 below) not to make those amendments. If The Association's permission is not granted then the parties shall remedy the breach as notified.

Failure to incorporate the required amendments shall constitute a breach of these Regulations.
- 6 An Authorised Agent and a Club or Player must inform The Association in writing of any early termination, novation, variation or other event that affects the validity or status of a Representation Contract (save for the natural expiry of the contract), within 5 days of such event.
- 7 A Representation Contract or Exempt Solicitor Terms of Representation shall be limited to a maximum period of two years.
- 8 Transitional provisions shall apply in relation to Regulations B1 to B7 so that an Authorised Agent may carry out Agency Activity other than pursuant to a Representation Contract, provided that such activity is carried out pursuant to a pre-existing written representation agreement which is still in force and which complies with the regulations applicable at the time of its execution and which has been lodged with The Association.

#### **Exempt Solicitor Terms of Representation**

- 9 A Player or Club must have entered into Exempt Solicitor Terms of Representation prior to that Exempt Solicitor carrying out any Agency Activity for or on behalf of that

Player or Club.

- 10 A Player or Club must ensure that originals in triplicate of the Exempt Solicitor Terms of Representation are lodged with The Association. Exempt Solicitor Terms of Representation must be lodged as follows;
  - a) within 5 days of it having been agreed; or
  - b) at the time of the registration of a Transaction or Contract Negotiation, if that is within the 5 days of the Exempt Solicitor Terms of Representation having been agreed.
- 11 A Club or Player must inform The Association in writing of any variation to the terms of the Exempt Solicitor Terms of Representation within 5 days of the terms being varied.

**C. DUAL REPRESENTATION & CONFLICTS OF INTEREST**

- 1 An Authorised Agent may only act for one party to a Transaction or Contract Negotiation save where the Authorised Agent and other relevant parties comply in full with the requirements of the process regarding player consent set out at Regulations C4 and C5.
- 2 A Club, Player or Authorised Agent must not so arrange matters as to conceal or misrepresent the reality and/or substance of any matters in relation to a Transaction or Contract Negotiation.
- 3 Agents, Clubs and Players must disclose any conflict of interest or potential conflict of interest (not covered by the provisions of Regulation C.4) that may arise as a result of a Transaction or Contract Negotiation on the prescribed declaration form and thereby obtain the express written consent of the other parties involved in the matter in order for the Transaction or Contract Negotiation to continue. A copy of the relevant conflict disclosure form must be provided to The Association with, or before, the request for registration of the Player by the Club concerned.

**Player Consent**

- 4 An Authorised Agent may undertake Agency Activity for more than one party in relation to a Transaction or Contract Negotiation, only where the following requirements are met in full:
  - a) The Authorised Agent has a pre-existing Representation Contract with the Player that is the subject of the Transaction or Contract Negotiation and the Representation Contract has been lodged with The Association in accordance with the requirements of Regulation B; alternatively the Authorised Agent has entered into a sub-contract agreement in relation to the Player in accordance with the requirements of Regulation H.4; alternatively the Agent being an Overseas Agent has a pre-existing representation agreement with the Player that conforms with the applicable regulations governing it and this agreement is lodged with The Association in advance of the Transaction or Contract Negotiation; and
  - b) The Authorised Agent obtains the Player's prior written consent to him providing services to a Club in relation to the Player on the relevant conflict disclosure form and/or within the relevant Representation Contract; and
  - c) The Authorised Agent does not provide, or agree to provide, or enter into a contract to provide, any services to a Club in relation to the Player until such time as the duly completed conflict disclosure form and/or Representation Contract has been lodged with The Association; and
  - d) Once the Authorised Agent and the Club have agreed terms, (but **prior** to them entering into a Representation Contract), the Authorised Agent

informs the Player on the relevant player consent disclosure form of the full particulars of the proposed arrangements including, without limitation, the proposed fee (if any) to be paid by the Club to the Authorised Agent; and

- e) The Player is given the reasonable opportunity to take independent legal advice and/or to take advice from the Professional Footballers' Association prior to providing his consent on the relevant player consent disclosure form; and
  - f) Having been given such opportunity, the Player provides his express consent for the Authorised Agent to enter into a Representation Contract with the Club on the proposed terms by signing the relevant player consent disclosure form, which must be lodged with The Association, and The Association has acknowledged receipt thereof.
- 5 Where the Player does not provide his express consent in accordance with the above requirements, the Authorised Agent is not permitted to proceed with the provision of services to the Club, or to receive any remuneration from the Club in respect of that Player, and the Club is not permitted to receive any services from the Authorised Agent or make any payment to the Authorised Agent in respect of that Player. The Authorised Agent may continue to represent the Player (only) in respect of the relevant Transaction or Contract Negotiation and be paid for such services in accordance with Regulation G5 and the terms of the relevant Representation Contract.
- 6 Authorised Agents and Clubs are prohibited from suggesting to a Player in any way, either directly or indirectly, that a Transaction or Contract Negotiation is dependent upon the Player's completion of, or agreement to, the above consent process.
- 7 The Authorised Agent accepts that if he undertakes Agency Activity for a Club and a Player in relation to a Transaction without fulfilling in all material aspects the requirements set out at (a) to (g) above, the Player may terminate the relevant representation agreement with the Authorised Agent on written notice with immediate effect. The Authorised Agent may also be liable to account to the Player for all monies earned in relation to the Transaction in accordance with the terms of the Representation Contract between them.
- 8 In relation to the above arrangements and the requirements of Regulation G in particular, as well as in respect of these Regulations generally, Clubs, Players and Authorised Agents acknowledge and accept their respective direct responsibilities to comply with the requirements of any and all applicable laws, including but not limited to, tax law and other relevant statutory legal requirements.

#### **Other requirements**

- 9 Save when acting in accordance with the player consent procedure under Regulations C.4-C.8 an Authorised Agent must not, without the written authorisation of The Association (which shall be requested in accordance with Regulations K10 - K13 below), carry out any Agency Activity for or on behalf of a Club, and a Club must not use the services of any Authorised Agent or Exempt Solicitor, in any Transaction or Contract Negotiation in respect of a Player where the Authorised Agent or Exempt Solicitor:
- a) has at any time in the previous two completed transfer windows or the period in between or since either (i) been a party to a representation agreement with that Player, or (ii) carried out any Agency Activity for or on behalf of that Player in a completed Transaction or Contract Negotiation involving that Club; or
  - b) has at any time in the previous two completed transfer windows or the period in between or since either (i) been a party to a representation

agreement with that Player, or (ii) carried out any Agency Activity for or on behalf of that Player in a completed Transaction or Contract Negotiation involving any other Club (including for these purposes any club outside England); or

- c) is a Connected Agent by reference to any other Authorised Agent falling within either of the categories (a) and (b) above.
- 10 Save when acting in accordance with the player consent procedure under Regulations C.4-C.8 an Authorised Agent must not, without the written authorisation of The Association (which shall be requested in accordance with Regulations K10 - K13 below), carry out any Agency Activity for or on behalf of a Club, and the Club must not use the services of an Authorised Agent or Exempt Solicitor, in any Transaction or Contract Negotiation in respect of a Player where the Authorised Agent or Exempt Solicitor:
- a) has carried out any Agency Activity for or on behalf of another Club (including for these purposes any club outside England) in respect of the same Player either (i) in the immediately preceding completed Transaction or Contract Negotiation of that Player or (ii) at any time during the previous two completed transfer windows or the period in between or since; or
  - b) is a Connected Agent by reference to any other Authorised Agent falling within category (a).
- 11 Save when acting in accordance with the player consent procedure under Regulations C.4-C.8 an Authorised Agent must not, without the written authorisation of The Association (which shall be requested in accordance with Regulations K10 - K13 below), carry out any Agency Activity for a Club, and the Club must not use the services of an Authorised Agent or Exempt Solicitor, in relation to a Player if the Authorised Agent, the Authorised Agent's Organisation (or a Connected Agent) or the Exempt Solicitor, has, or has had at any time in the previous two transfer windows or the period in between or since, either directly or indirectly, any interest in the Commercial Rights, including without limitation the image rights, of that Player. Such interest shall be defined as:
- a) beneficial ownership of the Commercial Rights of the Player, either direct or indirect; and/or
  - b) any contractual or customary arrangement which involves the representation of the Player's Commercial Rights.

#### **D. ORGANISATIONS WITH MORE THAN ONE AGENT**

- 1 For the purposes of interpreting Sections C and G of these Regulations, the term "Authorised Agent" shall include Authorised Agents who are assigned or subcontracted to fulfil any obligations of another Authorised Agent in relation to a Transaction or Contract Negotiation and Connected Agents and the term "Exempt Solicitor" shall include Solicitors who work for the same regulated practice as the Exempt Solicitor.
- 2 An Authorised Agent shall use reasonable endeavours to ensure that an Organisation with which he is employed or retained shall comply with the requirements of the Rules of The Association and these Regulations in relation to Agency Activity carried out by that Authorised Agent.

#### **E. DUTY OF PLAYERS, CLUBS AND AGENTS TO UPHOLD THESE REGULATIONS**

- 1 An Authorised Agent, Club or Player is responsible for ensuring that he or it does not permit, nor allow nor suffer to take place, any breach of, or conduct by him or it in contravention of, the requirements of these Regulations, the Rules of The

Association, and the Code of Professional Conduct.

- 2 A Club shall comply, and use reasonable endeavours to ensure, that its Club Officials, Manager and Players comply with the requirements of these Regulations.

**F. REQUIREMENT TO INFORM THE ASSOCIATION OF THE IDENTITY AND ROLE OF AN AGENT, AND DETAILS OF REMUNERATION**

- 1 An Authorised Agent, Club and Player must ensure that the name, signature and licence or registration number of each and every Authorised Agent or Exempt Solicitor carrying out any Agency Activity in relation to a Transaction or Contract Negotiation (whether directly or indirectly) is shown on all relevant contracts and documents as is required from time to time. This must include the name of the client, the name of any Organisation with which an Authorised Agent is associated, a description of the services provided, and all remuneration arrangements, including any remuneration paid or due to be paid to each and every person involved in the Transaction or Contract Negotiation. This obligation applies to any person who has carried out any Agency Activity in any part of a Transaction or Contract Negotiation (including where any duties or services or responsibilities are assigned or subcontracted).
- 2 If a Player or Club has not used the services of an Agent at any time in a Transaction or Contract Negotiation, this fact must be stated in all relevant documents in respect of such Transaction or Contract Negotiation.

**G. REMUNERATION**

- 1 An Authorised Agent or Exempt Solicitor may be remunerated by the Club or the Player for whom he acts.
- 2 Payment must be made pursuant to, in the case of an Authorised Agent, the terms of the Representation Contract between the Authorised Agent and that party, or, in the case of an Exempt Solicitor, the terms of the Exempt Solicitor Terms of Representation between the Exempt Solicitor and that party. Methods of payment may include the payment of an hourly rate, a retainer, a fixed sum or a commission (either by way of a lump sum or by instalments) in accordance with these Regulations.
- 3 An Authorised Agent must not make, or seek to make, any payments of any kind, either directly or indirectly, to any Club, Club Official, Manager or Player as a result of a Transaction or Contract Negotiation.
- 4 The requirements set out in Regulations G.5 to G.11 below apply equally to Authorised Agents and Exempt Solicitors. In each case, where reference is made to Authorised Agents it shall also be construed as meaning Exempt Solicitors, and where reference is made to a Representation Contract it shall also be construed as meaning Exempt Solicitor Terms of Representation.

**Remuneration of an Authorised Agent / Exempt Solicitor Acting for a Player**

- 5 Where an Authorised Agent undertakes Agency Activity for a Player, the Player may discharge his obligations to pay the Authorised Agent as specified in the Representation Contract between them in one, or more, of the following ways only:
  - a. The Player may pay the Authorised Agent directly; and/or
  - b. The Player may request in writing, and the Player's Club may agree, that the Club makes a genuine deduction in periodic instalments from his net

salary in favour of the Authorised Agent, so that the sums are deducted and paid in discharge of the Player's obligation to the Authorised Agent contained in the relevant Representation Contract; and/or

- c. The Player may request, and the Player's Club may agree, that the Club discharges the Player's liability towards his Authorised Agent, as contained in the relevant Representation Contract, on the Player's behalf as a taxable benefit, provided always that:
    - i. The Player and the Club fulfil the relevant requirements of tax law in relation to such payment(s); and
    - ii. The payments are made through The Association in accordance with Regulation G10.
- 6 Where the Authorised Agent and the Player agree in the Representation Contract that a commission (either by way of lump sum or by instalments) is to be paid in respect of a Transaction or Contract Negotiation, it shall be calculated on the basis of the Player's annual basic gross income (excluding any other benefits and/or any kind of bonus or privilege that is not guaranteed) as set out in the employment contract concluded by the Player in respect of which he was represented by the Authorised Agent.
- 7 Where the Authorised Agent and the Player so agree that such a commission is to be paid, they shall also agree in the Representation Contract what the commission shall be and whether the Player will remunerate the Authorised Agent with a lump sum payment at the start of that employment contract or whether he will pay by periodic instalments (and, if so, the regularity of such instalments).
- 8 Where the Authorised Agent and the Player agree periodic instalments and the Player's employment contract lasts longer than the Representation Contract, the parties shall also agree in the Representation Contract that the Authorised Agent is entitled to the agreed instalments after expiry of the Representation Contract, until the Player's employment contract expires or, if earlier, until the Player signs a new employment contract without the involvement of that Authorised Agent.

#### **Remuneration of an Authorised Agent / Exempt Solicitor Acting for a Club**

- 9 Any and all remuneration or payments of whatever nature, and howsoever arising, and whether direct or indirect, made to any person in relation to any Agency Activity for or on behalf of a Club, must be made by the Club only, and must be fully recorded in the accounting records of the Club, save that an Authorised Agent acting for a Club may pay a person with whom he has assigned or sub-contracted any Agency Activity duties or services or responsibilities in accordance with Regulation H4.
- 10 Any payment by a Club to an Authorised Agent or Exempt Solicitor, whether direct or indirect, other than a payment made by a Club under Regulation G5.(b), must be made through The Association, using the relevant designated account as prescribed by The Association from time to time, save where a Registered Lawyer or Exempt Solicitor solely and exclusively provides Permitted Legal Advice to a Club. Payments will only be released by The Association upon receipt of the relevant information (including, but not limited to, the relevant contract and bank details) in relation to the payment.
- 11 Where the Authorised Agent and the Club agree that such a commission is to be paid, they shall also agree in the Representation Contract what the commission shall be and whether the Club shall remunerate the Authorised Agent with a lump sum payment at the start of the employment contract of the Player who was the subject of the Transaction or Contract Negotiation or whether the Club will pay by periodic instalments (and, if so, the regularity of such instalments) and/or whether such commission (or any instalment or part thereof) shall be conditional in any way including, by way of example but without limitation, whether the Player must remain

in the employment of the Club under the said employment contract on the due date for payment.

#### **Disclosure to The Association of all Remuneration to Authorised Agents**

- 12 An Authorised Agent must disclose to The Association within 5 days of the completion of a Transaction or Contract Negotiation the full details of any and all remuneration or payments of whatever nature, and howsoever arising, and whether direct or indirect, that have been made or have been committed to be made to the Authorised Agent or to any person (including for the avoidance of doubt to any Registered Overseas Agent, Registered Lawyer, Exempt Solicitor or any person to whom any duties or services or responsibilities are assigned or subcontracted) in relation to any Agency Activity.
- 13 An Authorised Agent must, on or before 30 November each year, provide an itemised statement (in the form prescribed by The Association from time to time) to every Player that he represents (or has represented during the period), with a copy to The Association, covering the period 1 October of the previous year to 30 September of that year, which sets out any and all remuneration or payments of whatever nature received and/or charged by the Authorised Agent (or the Authorised Agent's Organisation) to the Player during that period whether paid by the Player in question or a Club on his behalf.
- 14 Authorised Agents and Clubs must on request, provide an itemised statement (in the form prescribed by The Association from time to time) to The Association, covering the period 1 October of the previous year to 30 September of that year, which sets out any and all remuneration or payments of whatever nature received and/or charged between Authorised Agents (or the Authorised Agent's Organisation) and Clubs during that period that do not fall within Agency Activity and/or were not paid via The Association's designated account in accordance with Regulation G.10.
- 15 Clubs shall make publicly available on or before 30 November each year, the total amount of the payments made by the Club to Authorised Agents and Exempt Solicitors during the period 1 October of the previous year to 30 September of that year. Clubs, Players, Authorised Agents and Exempt Solicitors agree to the publication by The Association after 30 November each year of the total amount paid by Players to Authorised Agents and Exempt Solicitors during the period 1 October of the previous year to 30 September of that year.

#### **H. AUTHORISED AGENTS**

- 1 An Authorised Agent shall not carry out any Agency Activity except as provided for by these Regulations.
- 2 An Authorised Agent shall be subject to and shall comply in all respects with the general requirements of these Regulations, the Rules of The Association and the Code of Professional Conduct.
- 3 An Authorised Agent shall serve and protect the best interests of his client at all times, which shall include but not be limited to notifying the client of all material facts in relation to any Transaction or Contract Negotiation.
- 4 Where an Authorised Agent assigns or subcontracts any Agency Activity duties or services or responsibilities, the Authorised Agent must:
  - a) obtain the prior written consent of his client;

- b) record the terms upon which those obligations are assigned or subcontracted in a single document; and
  - c) complete and lodge such document in triplicate in the same way as for a Representation Contract under Regulation B4.
- 5 An Authorised Agent is prohibited from assigning or subcontracting any Agency Activity to an Unauthorised Agent.
- 6 An Authorised Agent shall not, and shall not attempt to, either directly or indirectly:
- a) enter into a Representation Contract with a Player or Club under an exclusive Representation Contract with another Authorised Agent;
  - b) approach a Player or Club under an exclusive Representation Contract with another Authorised Agent with a view to negotiating a Representation Contract with that Player or Club unless:
    - (i) the Authorised Agent who is the other party to the exclusive Representation Contract has provided express written permission; or
    - (ii) the Representation Contract between the Player and the Authorised Agent has less than one month until termination by expiry of its term (provided that in any event no Representation Contract with another Authorised Agent may be concluded or have effect unless and until the current exclusive Representation Contract has terminated).
  - c) induce a Player or Club to breach his or its Representation Contract with another Authorised Agent or his or its Contract with another Club or Player.

An Authorised Agent may however publicise his services generally.

- 7 No Authorised Agent nor any person acting on behalf of any such person, shall enter into negotiations, make any approach, take any steps, solicit or in any way facilitate discussions between parties with a view to a Transaction (including the making of statements to the media), or actually effect or become involved in any capacity in a Transaction (whether the same constitutes acting in the capacity of an Authorised Agent or not), unless:
- a) the Player's current Club has provided express written permission to the other Club to do so; or
  - b) the Club or Player, on behalf of whom the Authorised Agent is acting, is entitled to do so under the exemptions provided within the Rules of the FA Premier League, the Rules of the Football League or the Rules of FIFA.
- 8 An Authorised Agent (or an Authorised Agent's Organisation) shall not, save as set out in Regulation H8 and subject to the transitional provisions in Regulation K6, have an interest in a Club. Such interest shall be defined as:
- a) beneficial ownership of more than 5% of any entity, firm or company through which the activities of the Club are conducted and/or
  - b) being in a position or having any association that may enable the exercise of a material financial, commercial, administrative, managerial or any other influence over the affairs of the Club whether directly or indirectly and whether formally or informally.

Where an Authorised Agent is carrying out any Agency Activity for or on behalf of any party in relation to a Transaction or Contract Negotiation involving that Club, an interest for the purposes of this clause includes an interest of:

- i) a spouse, child, stepchild, parent or sibling of the Authorised Agent;  
and/or
  - ii) a company in which any legal or beneficial interest or any proportion or share is held by the Authorised Agent or any spouse, child, stepchild, parent or sibling of the Authorised Agent (save for a holding of less than 5% );  
and/or
  - iii) a company over whose affairs financial, commercial, administrative, managerial or any other control or influence can be exercised by the individual or any spouse, child, stepchild, parent or sibling of the Authorised Agent.
- 9 An Authorised Agent must disclose to The Association in writing any contractual or customary arrangement whether formal or informal that exists between any such Authorised Agent (or an Authorised Agent's Organisation) and a Club whereby any money is paid by or on behalf of such Club to any such Authorised Agent (or such Authorised Agent's Organisation) whether or not such a payment is within the terms of any of these Regulations or any other relevant rules of any relevant governing or regulatory body. Such disclosure must be made within five days of the Authorised Agent entering into such a contractual or customary arrangement with a Club.
- 10 An Authorised Agent shall disclose to The Association full details of all remuneration of any nature received and/or made by him and/or an Organisation with which he is connected, as a result of any Agency Activity, which shall include where an Authorised Agent's activities, services, duties or responsibilities have been assigned or subcontracted. Disclosure is required as set out in The Association's registration forms. Disclosure is required within 5 days of completion of any Transaction or Contract Negotiation to which the remuneration relates.
- 11 An Authorised Agent, or an Authorised Agent's Organisation, must not have, either directly or indirectly, any interest of any nature whatsoever in relation to a Registration Right, whether actual or potential, vested or contingent. This includes, but is not limited to, owning any interest in any transfer fee or future sale value of a Player.
- 12 An Authorised Agent must not carry out any Agency Activity in the place of, or on behalf of, or as agent or representative of, any Unauthorised Agent.
- 13 An Authorised Agent, or an Authorised Agent's Organisation, must not pass, either directly or indirectly, any remuneration of any nature in relation to Agency Activity to any Unauthorised Agent or any other person, regardless of which party carries out the Agency Activity, save as permitted under Regulation G9. This does not affect the ability of an Organisation to pay its unlicensed employees or staff pursuant to their employment or other contracts or any other parties for purposes unrelated to any Agency Activity.
- 14 An Authorised Agent shall not, either directly or indirectly, offer any consideration (whether monetary or in terms of money's worth or other valuable consideration) to a Player (or any family member of the Player) in relation to entering into a representation agreement with that Authorised Agent. Similarly an Authorised Agent is prohibited from offering any consideration (whether monetary or in terms of money's worth or other valuable consideration) to a Club Official in return for any benefit, service, favour or any kind of preferential treatment in respect of the Club's Players, access to those Players or the promotion of the Authorised Agent's services with those Players. Players and Club Officials are prohibited from accepting such offers or receiving such consideration.

- 15 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.
- 16 An Authorised Agent must not, either directly or indirectly, make any approach to, or enter into any agreement with, a Player in relation to any Agency Activity before
- a) the 1st day in January of the year of the Player's sixteenth birthday; or
  - b) the 1st day in January of the final year of the Player's full-time education,<sup>1</sup>
- whichever is the later, save with the prior written consent of The Association (requested in accordance with Regulations K10 - K13 below), which shall consider such matter only upon the written application of the Authorised Agent and the Player. For the avoidance of doubt Registered Close Relations are not subject to the prohibition set out in this Regulation.
- 17 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.
- 18 An Authorised Agent must not charge or receive any fee or commission or payment or remuneration of any kind, either directly or indirectly, as a result of introducing a Player who is under 16 or still in full-time education to a Club.
- 19 An Authorised Agent who has had his Licence or Registration suspended or withdrawn may, on the occasion of any application for the grant of any Licence or Registration or the lifting of any suspension in respect of the Licence or Registration, be obliged, at the discretion of a Regulatory Commission, to reapply for the Licence or Registration.
- 20 Where an Authorised Agent's Licence or Registration is terminated and more than one year elapses from the date of termination the Authorised Agent must reapply for the Licence or Registration.
- 21 For the avoidance of doubt, an Authorised Agent is subject to disciplinary action for any breach of these Regulations, the Rules of The Association or the Professional Code of Conduct carried out whilst he was an Authorised Agent.

## **I. PLAYERS**

- 1 A Player must not at any time use the services, either directly or indirectly, of an Unauthorised Agent in relation to any Agency Activity. A Player must not directly or indirectly make any payments to any Unauthorised Agent in respect of any Agency Activity.
- 2 A Player must ensure that his name and signature appear on all relevant documentation that is required to be lodged with The Association in connection with these Regulations.
- 3 A Player must ensure that the exclusivity of any Representation Contract entered into with an Authorised Agent is respected.
- 4 Subject to the transitional provisions in Regulation K5, a Player shall not have any interest in the business or affairs of an Authorised Agent or any Organisation through which an Authorised Agent conducts business. An interest for the purposes of this Regulation includes:

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<sup>1</sup> Full-time education refers to a child who is of compulsory school age as defined by Section 8 of the Education Act 1996 (as amended by the Education Act 1997) or who is over the school leaving age but is for the time being attending a school or in full-time education in an establishment of further education.

- a) beneficial ownership of more than 5% of any entity, firm or company through which such activities are conducted by the Authorised Agent; and/or
- b) being in a position, or having any association, that may enable the exercise of a material financial, commercial, administrative, managerial or any other influence over the affairs of the Authorised Agent's business, whether directly or indirectly and whether formally or informally.

Where an Authorised Agent is carrying out any Agency Activity for or on behalf of any party in relation to a Transaction or Contract Negotiation involving that Player, an interest for the purposes of this clause includes an interest of:

- i) a spouse, child, stepchild, parent or sibling of the Player; and/or
- ii) a company in which any legal or beneficial interest or any proportion or share is held by the Player or any spouse, child, stepchild, parent or sibling of the Player (save for a holding of less than 5%); and/or
- iii) a company over whose affairs financial, commercial, administrative, managerial or any other control or influence can be exercised by the Player or any spouse, child, stepchild, parent or sibling of the Player.

5 A Player must disclose to The Association any contractual or customary arrangement whether formal or informal that exists between any Player and any Authorised Agent (or an Authorised Agent's Organisation) or Exempt Solicitor whereby any money is paid by or on behalf of such Authorised Agent (or such Authorised Agent's Organisation) or Exempt Solicitor to such Player whether or not such a payment is within the terms of any of these Regulations or any other relevant rules of any relevant governing or regulatory body. Such disclosure must be made within five days of the Authorised Agent or Exempt Solicitor entering into such a contractual or customary arrangement with the Player.

6 No Player nor any person (which includes but is not limited to an Authorised Agent) for or on behalf of a Player, shall enter into negotiations, make any approach, take any steps, solicit or facilitate discussions in any way between parties with a view to a Transaction, or actually effect or become involved in any capacity in a Transaction (whether the same constitutes acting in the capacity of an Authorised Agent or not), unless

- a) the Player's current Club has provided express written permission to do so; or
- b) the Player is entitled to do so, under the exemptions provided within the Rules of the FA Premier League, the Rules of the Football League or the Rules of FIFA.

7 In the event that a Player enters into Exempt Solicitor Terms of Representation with an Exempt Solicitor, that Player unconditionally and irrevocably consents to the Exempt Solicitor providing any information that the Exempt Solicitor is required and/or requested to provide to The Association under the Conditions of Exemption for Solicitors at Appendix III of the Regulations.

**J. CLUBS**

1 A Club must not at any time use the services, either directly or indirectly, of an Unauthorised Agent in relation to any Agency Activity. A Club must not directly or indirectly make any payments to any Unauthorised Agent in respect of any Agency Activity.

- 2 Clubs that wish to engage in any Transaction or Contract Negotiation may only deal with the following persons acting by way of representative of any other Club or any Player:
- a) the Player himself;
  - b) the other Club;
  - c) an Authorised Agent acting for or on behalf of the Player or the other Club under a Representation Contract;
  - d) an Exempt Solicitor acting for or on behalf of the Player or the Club under Exempt Solicitor Terms of Representation;
  - e) in relation to a Transaction by which a Player shall become registered as a Player in England, and where the other Club is affiliated to another National Association, an Agent licensed by another National Association (provided always that such Agent may only act for the foreign Club).
- 3 Where a Player has a Representation Contract with an Authorised Agent, a Club must deal with that Authorised Agent in relation to any Transaction or Contract Negotiation unless the Player provides a prior written request not to do so, such written request also to be provided by the Player to the Authorised Agent as soon as reasonably practicable and in any event within 5 days of its execution.
- 4 A Club which pays to another Club a compensation and/or any Solidarity Payment and/or Training Compensation Payment, or other sum properly payable as consideration for, or in connection with, a Transaction shall take all reasonable steps to ensure that such amount is paid in full only to the other Club and/or any other Clubs and/or persons to whom the same is payable in accordance with any applicable competition rules and/or the Rules of The Association. A Club must not pay any of the amount, either partially or wholly, to any Agent involved in the Transaction, or to any other third party save with the express consent of the appropriate governing body in respect of the Transaction in question.
- 5 Subject to the transitional provisions in Regulation K5, a Club, Club Official or Manager must not have any interest in the business or affairs of an Authorised Agent or any Organisation through which an Authorised Agent conducts business. An interest for the purposes of this clause includes:
- a) beneficial ownership of more than 5% of any entity, firm or company through which such activities are conducted by the Authorised Agent); and/or
  - b) being in a position, or having an association, that may enable the exercise of a material financial, commercial, administrative, managerial or any other influence over the affairs of the Authorised Agent's business, whether directly or indirectly and whether formally or informally.

Where an Authorised Agent is carrying out any Agency Activity for any party in relation to a Transaction or Contract Negotiation involving that Club, an interest for the purposes of this clause includes an interest of:

- i) a spouse, child, stepchild, parent or sibling of the Club Official or Manager; and/or
- ii) a company in which any legal or beneficial interest or any proportion or share is held by the Club, the Club Official or Manager or by any spouse, child, stepchild, parent or sibling of a Club Official or Manager (save for a holding of less than 5%); and/or
- iii) a company over whose affairs financial, commercial, administrative,

managerial or any other control or influence can be exercised by the Club, the Club Official or Manager or any spouse, child, stepchild, parent or sibling of the Club Official or Manager.

- 6 A Club, Club Official or Manager must disclose to The Association any contractual or customary arrangement whether formal or informal that exists between any Club, Club Official or Manager and any Authorised Agent (or Authorised Agent's Organisation) or Exempt Solicitor whereby any money is paid by or on behalf of such Authorised Agent (or such Authorised Agent's Organisation) or Exempt Solicitor to any such Club, Club Official or Manager whether or not such a payment is within the terms of any of these Regulations or any other relevant rules of any relevant governing or regulatory body. Such disclosure must be made within five days of the Authorised Agent or Exempt Solicitor entering into such a contractual or customary arrangement with a Club, Club Official or Manager.
- 7 A Club is under an obligation to ensure that the exclusivity of any contract entered into by it with an Authorised Agent is respected.
- 8 A Club may instruct more than one Authorised Agent in respect of a Transaction or Contract Negotiation, where to do so does not conflict with the terms of the Representation Contract between any Authorised Agent and the Club.
- 9 No Club, nor any person (which includes but is not limited to an Authorised Agent) for or on behalf of a Club, shall enter into negotiations, make any approach or take any steps solicit or facilitate discussions in any way between parties with a view to a Transaction (including making statements to the media), or actually effect or become involved in any capacity in a Transaction (whether the same constitutes acting in the capacity of an Agent or not) unless:
  - a) the Player's current Club has provided express written permission to do so;  
or
  - b) the other Club is entitled to do so under the exemptions provided within the Rules of The Association, the Rules of the FA Premier League, the Rules of the Football League or the Rules of FIFA.
- 10 A Club shall not, and shall not attempt to, either directly or indirectly, induce or coerce a Player to breach the terms of the Player's representation agreement with his Authorised Agent.
- 11 In the event that a Club enters into Exempt Solicitor Terms of Representation with an Exempt Solicitor, that Club unconditionally and irrevocably consents to the Exempt Solicitor providing any information that the Exempt Solicitor is required and/or requested to provide to The Association under the Conditions of Exemption for Solicitors at Appendix III of the Regulations.

## **K. MISCELLANEOUS**

### **Database and Disclosure**

- 1 FIFA and The Association shall be entitled to publish the name, status and any licence or registration number of every Authorised Agent.
- 2 The Association may publish any decision made in accordance with these Regulations, including the name and any other relevant information of an Authorised Agent or Exempt Solicitor in relation to whom a disciplinary decision has been made, including where a Licence is suspended or withdrawn.
- 3 The Association may publish the identity of any and all Authorised Agents, Players and Clubs who at any time are, or have been, party to any Representation Contract

or Exempt Solicitor Terms of Representation.

- 4 Clubs, Players and Authorised Agents shall take all necessary steps and execute all consents, assignments and documents required to enable The Association to exercise to the fullest extent the powers pursuant to this Regulation.

#### **Interests in a Club and in Authorised Agents - Transitional Provisions**

- 5 A Club, Club Official or Manager who has an interest prohibited under Regulation J5, or a Player who has an interest prohibited under Regulation I4, at the date of these Regulations being passed, may continue to hold such interest provided that:
  - a) such interest is disclosed in full to The Association; and
  - b) the Club or Player does not use the services of the Authorised Agent (either directly or indirectly) until such time as the interest is withdrawn or disposed of; and
  - c) the Club or Player does not engage in any Contract Negotiation or Transaction where the Authorised Agent acts (either directly or indirectly) on behalf of the Club, other Club or Player (as applicable) until such time as the interest is withdrawn or disposed of.
- 6 An Authorised Agent who has an interest prohibited under Regulation H8 may continue to hold such interest provided that:
  - a) such interest is disclosed in full to The Association; and
  - b) the Authorised Agent does not act in any Contract Negotiation or Transaction (either directly or indirectly) which involves that Club until such time as the interest is withdrawn or disposed of.

#### **Disputes**

- 7 Any dispute as between an Authorised Agent, Player and/or Club in relation to a matter within the scope of these Regulations, including any Agency Activity, shall be dealt with as between the parties under Rule K (Arbitration) of the Rules of The Association.

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

- 8 The Association may, in its sole discretion, refer to another National Association and/or FIFA for resolution any complaint or allegation of a breach of these regulations or of the FIFA Regulations applying to Agents where the subject matter involves any Transaction or Contract Negotiation where any Club, Player or Agent is subject to the jurisdiction of the other National Association and/or FIFA.

#### **Severability**

- 9 To the extent that any provision of these Regulations or its performance contravenes any applicable law or regulation, it shall be deemed to be null and void: provided, however, that such determination shall not affect the validity and enforceability of any other provision of these Regulations, which shall remain in full force and effect.

#### **Written requests for permission**

- 10 The Association may provide written permission to an Applicant, a Club, a Player and/or an Authorised Agent to act in a manner other than in accordance with the

requirements set out in Regulations B2, B5, C9, C10, C11, and H16 above where the party establishes to the satisfaction of The Association that all the circumstances make it appropriate to make an exception to allow the party to do so. Reliance on written waivers will not, in itself, be sufficient for these purposes.

- 11 A party requesting permission from The Association shall act in accordance with the requirements set out in the Terms of Reference and Procedures of the Agents Panel of The Association.
- 12 Any challenge to the decision of an Agents Panel of The Association shall be dealt with under Rule K (Arbitration) of the Rules of The Association.

## APPENDIX I DEFINITIONS

The following terms shall have the following meanings:

**"Agency Activity"** means acting in any way and at any time in the capacity of agent, representative or adviser to a Club or Player, either directly or indirectly, in the negotiation, arrangement, registration, or execution of any Transaction or Contract Negotiation other than as a Lawyer who is solely and exclusively undertaking or providing Permitted Legal Advice.

Reference in these Regulations to acting in the capacity of an Agent shall be construed accordingly. For the avoidance of doubt, a Player is not acting as an Agent when he carries out any Agency Activity in relation to any matter relating to himself and a duly authorised director, officer or employee of any Club is not acting as an Agent when he carries out any Agency Activity in relation to any matter relating to a Transaction or Contract Negotiation for or on behalf of that Club.

**"Agent"** means any person who carries out or seeks to carry out Agency Activity, including Authorised Agents and Exempt Solicitors.

**"Authorised Agent"** means, where the context so demands, a Licensed Agent and/or a Registered Agent. Licensed Agents are licensed by The Association in accordance with Appendix II. Registered Agents are, under Appendix III, either Registered Overseas Agents, Registered Close Relations, or Registered Lawyers.

**"Close Relation"** is a Player's parent, legal guardian, person with parental responsibility, sibling or spouse where, and only where:

- i) such responsibility or relationship exists between the Close Relation and the Player for whom they are acting or seeking to act in the capacity of Agent; and
- ii) no payment is made to the Close Relation by the Player, or by or to any other party, either directly or indirectly, in respect of them acting in the capacity of Agent for the Player.

**"Club"** means a football club in membership of a league sanctioned by The Association.

**"Club Official"** means any official, director, secretary servant or representative of a Club.

**"Code of Professional Conduct"** means the Code attached at Appendix IV.

**"Commercial Rights"** means 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.

**"Connected Agent"** means an Authorised Agent who is connected to another Authorised Agent as a result of:

- i) being employed or retained by the same Organisation; or
- ii) them both being directors or shareholders in or co-owners of the same Organisation; or
- iii) them being married to one another, siblings of one another, or parent and child or stepchild; or
- iv) them having made any contractual or other arrangement whether formal or informal to co-operate in the provision of any agency services or to share the revenue or profits of any part of their Agency Activities.

**"Contract Negotiation"** means any negotiation or other related activity, including any communication relating or preparatory to the same, the intention or effect of which is inter alia to create, terminate or vary the terms of a Player's contract of employment with a Club. A completed Contract Negotiation is one that has so created, terminated, or varied the Player's contract of employment.

**"Contract Player"** means any player (other than a Trainee or Player on a Scholarship) who is eligible to play under a written contract of employment with a Club.

**"day"** means any day which is not a Saturday, Sunday or public holiday in England.

**"English Transaction"** means any Transaction in respect of which any of the Clubs involved is based in England, or in which any Player involved is one whose registration is held by any Club based in England.

**"Exempt Solicitor"** means any Solicitor who complies with the Conditions of Exemption for Solicitors at Appendix III of the Regulations.

**"Exempt Solicitor Terms of Representation"** means the terms, as set out in the Conditions of Exemption for Solicitors at Appendix III of the Regulations, between an Exempt Solicitor and a Player or Club prior to that Exempt Solicitor carrying out any Agency Activity for that Player or Club.

**"Lawyer"** means an individual retained to act as such by either a Player or a Club, who at all relevant times is duly authorised by the appropriate professional or regulatory body to act in the capacity of Solicitor or barrister in the United Kingdom, or the equivalent profession in a jurisdiction outside the United Kingdom.

**"Licence"** means a licence issued by The Association qualifying the Applicant to be and act in the capacity of a Licensed Agent.

**"Licensed Agent"** means an agent holding a licence issued by The Association in accordance with the applicable Regulations governing agents.

**"Manager"** means the official of a Club responsible for selecting a Club team.

**"National Association"** means a national association that is affiliated to FIFA other than The Association.

**"Non-Contract Player"** means any Player (other than a Trainee or Player on a Scholarship) who is eligible to play for a Club but has not entered into a written contract of employment.

**"Obligatory Terms"** means the clauses set out in a Standard Representation Contract, and marked bold (or bold and italics) therein, that parties are required under Regulation B2 to include unaltered in Representation Contracts.

**"Organisation"** means an agency, person, firm or company retaining, comprising, employing, or otherwise acting as a vehicle for one or more Authorised Agent.

**"Out of Contract Player"** means a Contract Player whose contract has expired.

**"Permitted Legal Advice"** means advice or assistance provided by a Lawyer to a Club or Player, either directly or indirectly, in relation to any Transaction or Contract Negotiation where:

- i) the Lawyer has entered into terms of engagement with the Player or Club in the form required by the Lawyer's professional regulator and solely operates under those terms; and
- ii) the Lawyer is providing the advice or assistance as part of a practice which is regulated by the Lawyer's professional regulator; and

- iii) the advice or assistance either relates to:
  - i) the legal form of the documents that arise out of the Transaction or Contract Negotiation, or the legal implications of that Transaction or Contract Negotiation, as opposed to the negotiation of the substantive terms of the Transaction or Contract Negotiation and, in particular, the remuneration terms of the Transaction or Contract Negotiation; or
  - ii) a dispute arising out of a Transaction or Contract Negotiation; and
  - iv) the Lawyer is remunerated in a manner which is consistent with the manner in which Lawyers are ordinarily remunerated for carrying out such advice or assistance.

**"person"** means a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

**"Player"** means any Contract Player, Out of Contract Player, Non-Contract Player or other Player who plays or is eligible to play for a Club.

**"Registered Agent"** means a Registered Close Relation, a Registered Lawyer, and/or a Registered Overseas Agent.

**"Registered Close Relation"** means any Close Relation who has registered with The Association in accordance with these Regulations.

**"Registered Lawyer"** means any Lawyer who has registered with The Association in accordance with these Regulations.

**"Registered Overseas Agent"** means any individual holding a licence entitling him to act in the capacity of an Agent issued by a National Association in compliance with the provisions of the FIFA regulations, and who has registered with The Association in accordance with these Regulations.

**"Registration Right"** means any right in relation to the registration of a Player with a club.

**"representation agreement"** means any agreement, arrangement or mandate, whether verbal or written, formal or informal, between an Agent (on the one hand), and a Player or Club (on the other), the purpose or effect of which is to cover the provision of any Agency Activity.

**"Representation Contract"** means a representation agreement which must comply with the Obligatory Terms of the Standard Representation Contract.

**"Solicitor"** means a person who has in force a practising certificate issued by the Solicitors Regulation Authority in accordance with Rule 20.01(1)(a) of the Solicitors' Code of Conduct.

**"Solidarity Payment"** means any payment made pursuant to the requirements of the FIFA Regulations on the Status and Transfer of Players in relation to the Solidarity Mechanism as defined within those regulations.

**"Standard Representation Contract"** is a Representation Contract in the form prescribed by The Association from time to time.

**"Training Compensation Payment"** means any payment made pursuant to the requirements of the FIFA Regulations on the Status and Transfer of Players in relation to Training Compensation as defined within those regulations.

**"Transaction"** means any negotiation or other related activity, including any communication relating or preparatory to the same, the intention or effect of which is to facilitate or effect the registration of a Player with a Club, or the transfer of the registration

of a Player from one Club to another (whether on a temporary or permanent basis). For the purposes of these Regulations, any Contract Negotiation between a Player and a Club arising out of or in relation to a Transaction shall be considered to be part of the Transaction, and not a separate matter. A completed Transaction is one that has so achieved the registration of the Player with a Club or the transfer of the registration from one Club to another.

**"Unauthorised Agent"** means any person who at any time acts in the capacity of an Agent who is not an Authorised Agent or Exempt Solicitor.

## APPENDIX II

### LICENSED AGENTS

#### Eligibility

- 1.1 Any natural person who is a European Union national domiciled in England, or any other natural person who has been resident in England for the two years prior to application, that wishes to act as a Licensed Agent (an "Applicant") shall send a written application to The Association in the form published by The Association from time to time. Applications from companies or other legal persons other than natural persons are not permitted.
- 1.2 The Applicant will be required to satisfy The Association of his good character and reputation, on terms that shall be stipulated by The Association from time to time. This shall include, but not be limited to, consideration of the Applicant's criminal record and financial history (e.g. any history of bankruptcy), eligibility under a "fit and proper person" test, and any history of dealings by the Applicant in relation to the game of football or otherwise which The Association may consider relevant to his acceptability, including any conduct of the Applicant as a Registered Close Relation, Exempt Solicitor, Registered Lawyer or Registered Overseas Agent. The requirements of this clause are ongoing and apply to all Licensed Agents throughout the period of their Licence. As such, Licensed Agents are obliged to notify The Association within 10 working days of any change in circumstances relating to the requirements of the test of good character and reputation as may vary from time to time. Failure to so notify The Association shall constitute Misconduct.
- 1.3 If the Applicant has in the reasonable opinion of The Association acted as an Unauthorised Agent at any time in the two years up to and including the date on which the application is submitted then his application will be rejected.
- 1.4 An Applicant whose application is rejected at this stage may appeal to an Agents Panel in such form and according to such procedure as The Association may stipulate from time to time. An Agents Panel shall decide whether the application has been rejected fairly or unfairly according to such criteria and procedures as The Association may stipulate from time to time.
- 1.5 If an application is rejected, and the Applicant does not appeal, the Applicant may be barred from reapplying to The Association for a discretionary period from the date of formal notification of the rejection. If an Agents Panel upholds the appeal, the original decision will stand.
- 1.6 If an Agents Panel upholds the Applicant's appeal The Association will call the Applicant for the first available written examination to take place as set out below but shall not have any liability of any nature to any Applicant arising out of, or in connection with, any decision or action taken or omitted by The Association in relation to the Applicant's application or the determination of the same.
- 1.7 If an application is acceptable in accordance with these Regulations, The Association shall call the Applicant for a written examination. The Association will hold written examinations twice a year on dates as determined by FIFA.

#### Examination

- 2.1. The written examinations shall be held on identical dates throughout the world as set down by FIFA.
- 2.2. The Association will arrange the examination in good time, and give Applicants adequate notice by posting a notice on The Association's website.

- 2.3. The basic terms, conditions, content and nature for the examination and the procedure shall be determined by FIFA and The Association from time to time. The examination shall be set as a multiple choice test. The Applicant will be considered to have passed the examination if he has attained the minimum marks fixed by FIFA. Each Applicant shall be tested on the following subjects:
- a) familiarity with all relevant rules and regulations of football, especially in connection with transfers; and
  - b) familiarity with relevant civil law including the law of contract.
- 2.4. Each examination shall contain twenty questions, fifteen on international regulations and five on national regulations. Each national association shall set its own questions on national subjects and FIFA will set the questions on its own statutes and regulations and send the examination papers to be used to the national associations. FIFA will fix the minimum marks required to pass the examination. Each correct answer will be awarded between one to three marks, depending on the degree of difficulty of the question. The national associations shall inform the Applicant of the minimum marks to be attained before they take the examination. The examination of papers shall be marked immediately after the examination and the Applicant informed of the outcome. An Applicant who fails to attain the minimum marks may immediately reapply to retake the examination.
- 2.5. If an Applicant fails to attain the minimum marks at the second try, he may not retake it until the next two examination dates have elapsed. Only then may he apply to take the examination a third time, in which case he may choose to be examined by the national association or by FIFA.
- 2.6. Any Applicant who fails to attain the minimum marks after the third try, or any subsequent try, may not take the examination again for another two years.
- 2.7. The Association shall charge a non-refundable administration fee payable upon application as published by The Association from time to time.
- 2.8. If an Applicant scores the minimum amount or more of the marks required by FIFA to pass the examination, the Applicant shall be awarded a licence subject to compliance with these Regulations, and the provisions relating to Insurance in particular. As a prerequisite to the grant of a Licence, a successful Applicant must sign a Code of Professional Conduct attached at Appendix IV.
- 2.9. The Association will notify the Applicant in writing of the result of the written examination and confirm the grant of a Licence. An Applicant is not entitled to act in the capacity of, or hold himself out to be, a Licensed Agent unless and until he has received the Licence. Should an Applicant act in the capacity of an Agent prior to receipt of the Licence, the Licence will be withheld or revoked.
- 2.10. The Association will notify FIFA of successful Applicants.

#### Licence Conditions

- 3.1 The Licence is strictly personal and not transferable and remains the property of The Association. Any Licensed Agent who has had his Licence suspended or withdrawn, or who terminates his activities in that capacity, must return his Licence to The Association.
- 3.2 A Licence shall be issued for an indefinite period (subject to suspension and/or withdrawal taking effect in accordance with these Regulations) and shall authorise the Licensed Agent to carry out Transactions and Contract Negotiations on a worldwide basis.
- 3.3 As soon as the Agent has received a Licence from The Association, he will be

entitled to use the following designation, and no variation thereof, after his name in business relations: "Players' Agent licensed by The Football Association". A Licensed Agent shall not be entitled to hold himself out as having any connection with The Association other than this designation.

- 3.4 Each Licensed Agent agrees to fully and effectively indemnify The Association and to keep The Association fully and effectively indemnified against any and all damages, liabilities, penalties, fines, expenses (including legal expenses), actions, proceedings, demands and losses it suffers as a direct or indirect result of:
- a) any breach by the Licensed Agent of these Regulations; and
  - b) any non-compliance by the Licensed Agent with any relevant laws or regulations of any relevant authority which shall, for the avoidance of doubt, include, but not be limited to, FIFA.
- 3.5 Each Licensed Agent shall confirm its indemnification as detailed above by execution upon request at any time of a deed of indemnity in such form as may be stipulated by The Association from time to time.
- 3.6 In granting the Licence under these regulations, The Association makes no representation or warranty as to the ability, expertise or bona fides of any Licensed Agent.
- 3.7 In accordance with the Rules and these Regulations, a Licensed Agent is obliged to disclose to The Association any matters that arise subsequent to the issue of a Licence that may be relevant for the consideration of these requirements.
- 3.8 Each Licensed Agent shall comply with such requirements as The Association may reasonably impose in relation to continuing professional development and training from time to time.
- 3.9 A Licensed Agent shall provide a signed annual declaration to The Association in such form as shall be determined from time to time. It shall be misconduct for a Licensed Agent to provide false, misleading or incomplete information to The Association.
- 3.10 Each Licensed Agent must keep an accurate bookkeeping record of any and all Agency Activity and related business activities and must keep all the corresponding books and records up to date at all times. This shall include proper file notes, written records of all meetings, negotiations, discussions or conversations and correspondence which form part of any Agency Activity.
- 3.11 A Licensed Agent must notify The Association of the full and correct account details of the Licensed Agent's account through which remuneration for Agency Activity is received and any related payments are made.

#### Professional Indemnity Insurance

- 4.1 An Applicant or Licensed Agent must procure and maintain at all relevant times professional liability insurance in accordance with the requirements of FIFA, The Association and any domestic industry standards as determined from time to time, whether as set out herein or elsewhere (and/or in any subsequent version of these regulations from time to time) (the "Insurance"). The Insurance shall as a minimum cover any claims for compensation against a Licensed Agent arising from his failure to exercise reasonable skill and care in carrying out his professional activities as a Licensed Agent. The policy shall be worded in such a way that the relevant risks connected with a Licensed Agent's occupation are covered. The Insurance shall

cover claims on a "claims made"<sup>2</sup> basis in accordance with the principles governing the operation of the UK insurance market.

- 4.2 The Applicant or Licensed Agent is responsible for ensuring that Insurance is in place at all times. In the event that Insurance is not in place for any reason to the level and on the terms required by FIFA or The Association, then the Agent concerned will be deemed to be an Unauthorised Agent and may not carry out Agency Activity unless and until the appropriate Insurance cover is restored. In the event that the Insurance cover expires and is not renewed within a reasonable period as notified by The Association (or in the event that an Applicant does not obtain the appropriate Insurance within one year of successful completion of the examination), the Licensed Agent or Applicant will be considered to have terminated his activities and his Licence will be automatically withdrawn. In such circumstances, the Licensed Agent or Applicant will be required to resubmit to the application process in full, should he wish to carry out any further Agency Activity.
- 4.3 The Applicant or Licensed Agent must provide evidence to the satisfaction of The Association that Insurance is in place. The Applicant or Licensed Agent shall ensure that the Insurer provides The Association with confirmation, within the required number of days of a written request, of the terms of the policy, and that all relevant premiums have been paid up to date. The Association may request that the Applicant or Licensed Agent provide a copy of the insurance policy and proof of payment of relevant premiums, in which case it must be provided within 14 days of the request.
- 4.4 A Licence shall not be issued by The Association unless and until it has received the appropriate confirmation and a copy of the Insurance.
- 4.5 If a Licensed Agent or an Applicant is insured under a policy which covers more than one individual, it is the responsibility of each individual Licensed Agent or Applicant to ensure that the policy provides the necessary cover, and that The Association is informed accordingly.
- 4.6 No Licensed Agent may cancel Insurance until he has terminated his occupation in that capacity and his Licence has been returned, suspended or withdrawn in all respects. The Licensed Agent shall ensure that any claim for compensation made after termination of his occupation, which originates from his former activities as an Authorised Agent, is covered by the Insurance and that all necessary action is taken to effect all necessary "run off cover", and in such manner as The Association may stipulate from time to time.
- 4.7 The Professional Footballers' Association ("PFA") may conclude its own joint professional liability insurance policy with an insurance company to constitute the relevant Insurance (provided the same complies with the provisions of these Regulations) in respect of all bona fide officers or employees of the PFA who have been granted by The Association the status of Licensed Agents in accordance with these Regulations ("PFA Licence Holders"). The Insurance shall be in place to cover all named PFA Licence Holders whose names must be listed in the insurance.

#### Organisations

- 5.1 Subject to paragraph 5.3, a Licensed Agent may subject in each case to the provisions of these Regulations operate through an Organisation. If he does so at any time during the preceding year, on 1 July each year the Licensed Agent must provide The Association with the following information:
  - a) The Organisation's officers and directors.

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<sup>2</sup> The "claims made" basis provides cover for any claims notified during the period of insurance irrespective of when the original alleged error was made. This is the basis for all Professional Indemnity insurance cover insured through the UK insurance markets.

- b) The shareholders, if a company, or owners details if not a company.
  - c) All employees and consultants of the Organisation (including details of their role(s)).
  - d) Contact details for the Organisation including company name and registration number.
  - e) Such other information as The Association may specifically request in writing from him.
- 5.2 Subject to paragraph 5.3, a Licensed Agent must disclose to The Association any changes in the directors or officers or the ownership of the Organisation within 7 days of such being formally recorded.
- 5.3 Where more than one Licensed Agent carries on Agency Activity or any related activity through the same Organisation, the Licensed Agents of that Organisation shall collectively nominate a representative (who shall be one of the Licensed Agents), who shall be personally responsible for compliance with the requirements to provide information relating to the Organisation.
- 5.4 A Licensed Agent must procure that the Organisation with which he is associated complies with any requirement of The Association.
- 5.5 Where a Licensed Agent operates through an Organisation, he is responsible for ensuring that any unlicensed employees are restricted to performing administrative duties, Only the Licensed Agent is entitled to carry out Agency Activity.

## **APPENDIX III**

### **REGISTERED AGENTS: REGISTERED OVERSEAS AGENTS, REGISTERED CLOSE RELATIONS AND REGISTERED LAWYERS**

#### **REGISTERED OVERSEAS AGENTS**

- 1.1 An individual who (1) holds a licence issued by a National Association in compliance with the requirements of the FIFA Players' Agents Regulations, and who (2) wishes to carry out any Agency Activity for or on behalf of a Club or Player in an English Transaction ("Overseas Registration Applicant"), must register in advance with The Association by completing in full and submitting the relevant registration documentation in the form published by The Association from time to time:
- a) For the avoidance of doubt, in the light of the definitions of "Club" and "English" Transaction set out in Appendix I, the registration requirement and the substantive requirements of these Regulations only apply to an overseas agent when and to the extent that he acts in a Transaction on behalf of either (i) a football club based in England and in membership of an English league sanctioned by The Association or (ii) a professional football player whose registration is already held, or will after the Transaction on which the overseas agent acts be held, by such an English Club. They do not apply to an overseas agent when he acts on behalf of a foreign club, including a foreign club seeking by the Transaction on which the agent acts, to transfer a player to or from such an English Club. They do not apply to an overseas agent when he acts on behalf of a player registered with a foreign club unless that player is seeking by the Transaction on which the agent acts to transfer to such an English Club.
  - b) Any individual holding such a valid licence from another National Association is automatically entitled to registration.
  - c) There is no charge for registration.
  - d) Registration is achieved by submission of the correctly completed documentation.
  - e) Registration lasts indefinitely so long as the individual holds a valid licence from the other National Association (subject to its withdrawal or suspension as provided for below): the individual need not register on each occasion that he wishes to carry out any Agency Activity in an English Transaction.
  - f) There does not need to be any impending Transaction or Contract Negotiation for an individual to register. Overseas agents who consider that they may in the future wish to carry out any Agency Activity in an English Transaction on behalf of a Club or on behalf of a Player whose registration is already held, or will after the Transaction on which the overseas agent will act be held, by such a Club, may register in advance.
  - g) Registration can be renounced upon one month's written notice to The Association.
- 1.2 Upon receipt of the completed registration documentation, The Association shall issue written confirmation of registration as a Registered Overseas Agent (the "Overseas Registration") to the Overseas Registration Applicant and to the relevant National Association, and shall publish such Registered Overseas Agent's name in such manner as it considers appropriate.
- 1.3 Prior to registering, an overseas agent shall not be entitled to carry out any Agency

Activity for or on behalf of a Club or Player whose registration is already held, or will after the Transaction on which the overseas agent acts be held, by such a Club, in an English Transaction. For the avoidance of doubt, nothing in the above prevents an overseas agent acting, without registering, on behalf of a foreign club seeking to transfer a player to or from a Club, or on behalf of a player registered with a foreign club, unless that player is seeking by the Transaction on which the agent acts to transfer to a Club.

- 1.4 An Overseas Registration is strictly personal and non-transferable and shall be issued for an indefinite period so long as the individual holds a valid licence from the other National Association subject to suspension or withdrawal in accordance with these Regulations. An Overseas Registration entitles the Registered Overseas Agent to act in the capacity of an Authorised Agent in an English Transaction for or on behalf of a Club registered with The Association or for or on behalf of a Player whose registration is already held, or will after the Transaction on which the Registered Overseas Agent will act be held, by such a Club.
- 1.5 Without prejudice to any other provisions of an Overseas Registration, it shall constitute:
  - a) an enforceable undertaking by the Registered Overseas Agent to act in accordance with these Regulations in any English Transaction when acting on behalf of a Club or on behalf of a Player whose registration is already held, or will after the Transaction on which the Registered Overseas Agent is acting be held, by such a Club; and
  - b) a submission by such Registered Overseas Agent to the authority and jurisdiction of The Association in respect of any act or omission of such Registered Overseas Agent arising out of or in connection with the Overseas Registration and/or any English Transaction in which he acted on behalf of a Club or on behalf of a Player whose registration is already held, or will after the Transaction on which the Registered Overseas Agent is acting be held, by such a Club.
- 1.6 The substance of these Regulations only applies to a Registered Overseas Agent when he acts in an English Transaction on behalf of a Club or on behalf of a Player whose registration is already held, or will after the Transaction on which the Registered Overseas Agent is acting be held, by such a Club. The FA will produce written guidance as to what the consequences of this principle are, and any overseas agent may contact The Association for assistance in relation to the issue.
- 1.7 Any Registered Overseas Agent who is found by a Regulatory Commission to have breached the Regulations, Rules or any of the terms and conditions of his Overseas Registration shall be bound by any decision of the Regulatory Commission. The sanctions which can be imposed by a Regulatory Commission in respect of a Registered Overseas Agent are:
  - a) the issuing of a warning; and/or
  - b) reporting the Registered Overseas Agent to his or her licensing National Association; and/or
  - c) reporting the Registered Overseas Agent to FIFA; and/ or
  - d) suspension or withdrawal of the Overseas Registration.
- 1.8 In the event that a Regulatory Commission withdraws the Overseas Registration of a Registered Overseas Agent then The Association shall have the right to refuse a request of that Registered Overseas Agent for a new Overseas Registration for such period as is fixed by the Regulatory Commission.
- 1.9 The Association may, at any stage, where appropriate and at its sole discretion,

refer any matter in relation to the status or conduct of a Registered Overseas Agent to FIFA and/or the relevant National Association that issued the Registered Overseas Agent's original licence and/or to such other regulatory authorities as it sees fit.

## REGISTERED CLOSE RELATIONS

2.1. A Close Relation may carry out Agency Activity as an Authorised Agent:

- a) for a Player, and in a Transaction or Contract Negotiation, relating directly to the Player, in respect of which a qualifying relationship exists; and
- b) at such time and only for so long as such relationship exists.

A "Close Relation" is a Player's parent, legal guardian, person with parental responsibility, sibling or spouse where, and only where:

- i) such responsibility or relationship exists between the Close Relation and the Player for whom they are acting or seeking to act in the capacity of Agent; and
- ii) no payment is made to the Close Relation by the Player, or by or to any other party, either directly or indirectly, in respect of them acting in the capacity of Agent for the Player.

2.2 A Close Relation who wishes to carry out any Agency Activity for, or on behalf of a Player in an English Transaction ("Registered Close Relation Applicant"), must register in advance with The Association by completing in full and submitting the relevant registration documentation in the form published by The Association from time to time.

- a) Any such Close Relation is automatically entitled to registration.
- b) There is no charge for registration;
- c) Registration is achieved by submission of the correctly completed documentation.
- d) Registration lasts indefinitely so long as the Close Relation qualifies as such in accordance with the above: the Close Relation need not register on each occasion that he or she wishes to carry out any Agency Activity.
- e) There does not need to be any impending Transaction or Contract Negotiation for a Close Relation to register. Close relations who consider that they may in the future wish to carry out any Agency Activity may register in advance.
- f) Registration can be renounced upon one month's written notice to The Association.

2.3 Upon receipt of the completed registration documentation, The Association shall issue written confirmation of registration as a Registered Close Relation (the "Close Relation Registration") to the Close Relation and to the relevant National Association (where appropriate), and shall publish such Registered Close Relation's name in such manner as it considers appropriate.

2.4 A Registered Close Relation Applicant shall not be entitled to carry out any Agency Activity for or on behalf of a Player in an English Transaction before registering.

2.5 A Close Relation Registration is strictly personal and non-transferable and shall be issued for an indefinite period so long as the Registered Close Relation qualifies as such subject to suspension or withdrawal in accordance with these Regulations. A Close Relation Registration entitles the Registered Close Relation to act in the capacity of an Authorised Agent in an English Transaction for, or on behalf of the Player with whom the Registered Close Relation has the relevant relationship or responsibility.

- 2.6 Without prejudice to any other provisions of a Close Relation Registration, it shall constitute an enforceable undertaking by the Registered Close Relation to act in accordance with these Regulations and a submission by such Registered Close Relation to the authority and jurisdiction of The Association in connection with any English Transaction and/or any act or omission of such Registered Close Relation arising out of or in connection with the Close Relation Registration and/or any English Transaction.
- 2.7 Any Registered Close Relation who is found by a Regulatory Commission to have breached the Regulations, Rules or any of the terms and conditions of his Close Relation Registration shall be bound by any decision of the Regulatory Commission. The sanctions which can be imposed by a Regulatory Commission in respect of a Registered Close Relation are:
- a) the issuing of a warning; and/or
  - b) reporting the Registered Close Relation to FIFA; and/or
  - c) suspension or withdrawal of the Close Relation Registration; and/or
  - d) a fine.
- 2.8 In the event that a Regulatory Commission withdraws the Close Relation Registration of a Registered Close Relation then The Association shall have the right to refuse a request of that Registered Close Registration for a new registration.
- 2.9 The Association may, at any stage, where appropriate and at its sole discretion, refer any matter in relation to the status or conduct of a Registered Close Relation to FIFA and/or the relevant National Association and/or to such other regulatory authorities as it sees fit.

## REGISTERED LAWYERS

- 3.1 Save for Exempt Solicitors acting in accordance with the Conditions of Exemption for Solicitors, as set out in paragraph 4, any Lawyer who wishes to carry out any Agency Activity (which as defined in Appendix I excludes Permitted Legal Advice) for, or on behalf of, a Club or Player in an English Transaction ("Lawyer Applicant"), must register in advance with The Association by completing in full and submitting the relevant registration documentation in the form published by The Association from time to time:
- a) Any such Lawyer Applicant is automatically entitled to registration.
  - b) There is no charge for registration.
  - c) Registration is achieved by submission of the correctly completed documentation.
  - d) Registration lasts indefinitely so long as the Lawyer remains regulated by the Solicitors Regulation Authority or the Bar Council or any equivalent foreign bar or legal regulatory body (subject to its withdrawal or suspension as provided for below): the Lawyer Applicant need not register on each occasion that he or she wishes to carry out any Agency Activity in an English Transaction.
  - e) There does not need to be any impending Transaction or Contract Negotiation for a Lawyer to register. Lawyers who consider that they may in the future wish to carry out any Agency Activity in an English Transaction may register in advance.
  - f) Registration can be renounced upon one month's written notice to The Association.
- 3.2 Upon receipt of a the completed registration documentation, The Association shall issue written confirmation of registration as a Registered Lawyer (the "Lawyer Registration") to the Lawyer Applicant and to the relevant National Association (where appropriate), and shall publish such Registered Lawyer's name in such manner as it considers appropriate.
- 3.3 It is the Lawyer's responsibility to ensure that in the event that he wishes to carry out any Agency Activity, rather than Permitted Legal advice, that he registers with The Association. A Lawyer shall not be entitled to carry out any Agency Activity for or on behalf of a Club or Player in an English Transaction before registering.
- 3.4 A Lawyer Registration is strictly personal and non-transferable and shall be issued for an indefinite period so long as the Lawyer remains professionally qualified and regulated by the Solicitors Regulation Authority or the Bar Council or any equivalent foreign bar or legal regulatory body subject to suspension or withdrawal in accordance with these Regulations. A Lawyer Registration entitles the Registered Lawyer to act in the capacity of an Authorised Agent in an English Transaction for, or on behalf of a Club registered with The Association or the Player.
- 3.5 Without prejudice to any other provisions of a Lawyer Registration, it shall constitute an enforceable undertaking by the Registered Lawyer to act in accordance with these Regulations in any English Transaction and a submission by such Registered Lawyer to the authority and jurisdiction of The Association in connection with any English Transaction and/or any act or omission of such Registered Lawyer arising out of or in connection with the Lawyer Registration and/or any English Transaction.
- 3.6 Any Registered Lawyer who is found by a Regulatory Commission to have breached the Regulations, Rules or any of the terms and conditions of his Lawyer Registration shall be bound by any decision of the Regulatory Commission. The

sanctions which can be imposed by a Regulatory Commission in respect of a Registered Lawyer are:

- a) the issuing of a warning; and/or
  - b) reporting the Registered Lawyer to the Law Society or Bar Council or to the Registered Lawyer's foreign bar or other legal regulatory body; and/or
  - c) reporting the Registered Lawyer to FIFA; and/or
  - d) suspension or withdrawal of the Lawyer Registration.
- 3.7 In the event that a Regulatory Commission withdraws the Lawyer Registration of a Registered Lawyer then The Association shall have the right to refuse a request of that Registered Lawyer for a new registration in accordance with the Regulatory Commission's prior decision.
- 3.8 The Association may, at any stage, where appropriate and at its sole discretion, refer any matter in relation to the status or conduct of a Registered Lawyer to FIFA and/or to such other regulatory authorities as it sees fit.

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

- 4.1 A Solicitor who wishes to carry out any Agency Activity for, or on behalf of, a Club or Player in an English Transaction, shall not be required to register with The Association in accordance with paragraph 3 of Appendix III and shall have no obligations under these Regulations save under this paragraph provided that the Solicitor carries out the Agency Activity in accordance with the conditions of exemption set out in paragraphs 4.3 - 4.25 below (the "Conditions of Exemption for Solicitors").
- 4.2 In relation to each of the Conditions of Exemption for Solicitors under which a Solicitor may be required or requested to disclose information or documents to The Association (namely paragraphs 4.5, 4.6, 4.8, 4.10, 4.14, 4.27 and 4.28), that disclosure shall be subject to the duty of confidentiality in Rule 4.01 of the Solicitors' Code of Conduct.

### **Conditions of Exemption for Solicitors**

#### Activity must be regulated by the Solicitors Regulation Authority

- 4.3 The Solicitor carries out Agency Activity as part of a practice which is regulated by the Solicitors Regulation Authority, namely where the Solicitor is acting as a solicitor in a sole practice or in partnership or as a member of a limited liability partnership with other solicitors in England and Wales or in employment with such sole practitioner or partnership.

#### Contracts and Disclosure

- 4.4 Prior to carrying out any Agency Activity on the client's behalf, the Solicitor agrees (as a minimum) the following terms in writing (which may include by way of email) with the client ("Exempt Solicitor Terms of Representation"):
- a) the name of the client;
  - b) the name(s) of the person(s) within the Solicitor's practice who will be carrying out the work;
  - 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 Solicitor and the client; and
  - f) any restriction as to the manner in which the client may terminate the agreement with the Solicitor.
- 4.5 The Solicitor discloses the Exempt Solicitor Terms of Representation to The Association:
- a) within 5 days of them having been entered into; or
  - b) at the time of the registration of a Transaction or Contract Negotiation, if that is within 5 days of them having been entered into.
- 4.6 The Solicitor discloses in writing to The Association any variation to the terms of the Exempt Solicitor Terms of Representation within 5 days of

the terms having been varied.

- 4.7 The Exempt Solicitor Terms of Representation are limited to a maximum period of two years,
- 4.8 The Solicitor discloses to The Association within 5 days of the completion of a Transaction or Contract Negotiation the full details of any and all remuneration or payments of whatever nature, and howsoever arising, and whether direct or indirect, that have been made or have been committed to be made to the Solicitor or to any person (including for the avoidance of doubt to any Authorised Agent, Registered Overseas Agent or Registered Lawyer or any other Solicitor or any person to whom any duties or services or responsibilities are assigned or subcontracted) in relation to any Agency Activity.

#### Conflicts of Interest

- 4.9 The Solicitor may only act for one party to a Transaction or Contract Negotiation save where the Solicitor and other relevant parties comply in full with the requirements of the process regarding player consent set out at Regulations C4 and C5.
- 4.10 The Solicitor must disclose in writing any actual or potential conflict of interest in relation to a Transaction or Contract Negotiation and obtain the express written consent of the other parties involved in the matter, in order for the Transaction or Contract Negotiation to continue. The Solicitor must ensure that any such conflict of interest is declared in full as soon as possible to The Association and the Player shall be made aware of the payments made and/or agreed to be made by a Club to the Solicitor acting on his behalf (using the prescribed declaration form).
- 4.11 The Solicitor does not carry out any Agency Activity in the place of, or on behalf of, or as agent or representative of, any Unauthorised Agent.
- 4.12 The Solicitor does not arrange matters so as to conceal or misrepresent the reality and/or substance of any matters in relation to a Transaction or Contract Negotiation.
- 4.13 Where the Solicitor has an interest in a Club, such interest being defined as:
- a) beneficial ownership of more than 5% of any entity, firm or company through which Transaction or Contract Negotiation activities are conducted by the Club; and/or
  - b) being in a position, or having any association, that may enable the exercise of material financial, commercial, administrative, managerial or any other influence over the affairs of the Club whether directly or indirectly and whether formally or informally,
- the Solicitor does not carry out any Agency Activity for, or on behalf of, a Player or another Club in relation to a Transaction or Contract Negotiation involving the Club in which the Solicitor has an interest.
- 4.14 On request from The Association, and upon reasonable notice, the Solicitor discloses in writing to The Association any information relevant to these Conditions of Exemption for Solicitors, including any contractual or customary arrangement whether formal or informal that exists between any such Solicitor and a Club whereby any money is paid by, or on behalf of, such Club to any such Solicitor, whether or not such a payment is within the terms of any of these Regulations.

### Remuneration

- 4.15 The Solicitor may be remunerated by the Club or the Player for whom he acts in accordance with the requirements set out in Regulations G4 to G11 inclusive.
- 4.16 The Solicitor may be remunerated by a Club on behalf of a Player. However, in such cases, the Player will be required to fulfil any relevant requirements of tax law in relation to that payment, or part thereof, and the payment must comply in all other respects with the requirements of these Regulations.
- 4.17 Where a Club is not remunerating the Solicitor on behalf of a Player in accordance with Regulation G.5 and Paragraph 4.16 above, a Club may in the alternative make payment to the Solicitor acting directly or indirectly for a Player in a Transaction or Contract Negotiation with the Club, by way of a genuine deduction in periodic instalments from the salary payable to the Player, at the Player's written instruction, so that the sums are paid to the Solicitor on the Player's behalf in discharge of his obligation to his Solicitor contained in the Exempt Solicitor Terms of Representation between them.
- 4.18 Where the Solicitor and the Player agree in writing that a commission (either by way of lump sum or by instalments) is to be paid for Agency Activity, it is calculated on the basis of the Player's annual basic gross income (excluding other benefits and/or any kind of bonus or privilege that is not guaranteed) as set out in the employment contract concluded by the Player in respect of which he was represented by the Solicitor,
- 4.19 The Solicitor does not pass, either directly or indirectly, any remuneration or payment of any nature in relation to Agency Activity to any person outside of that Solicitor's regulated practice including, but not limited to, any Authorised or Unauthorised Agent.

### Other Specific Requirements

- 4.20 The Solicitor does not, and does not attempt to, either directly or indirectly:
- 4.20.1 enter into Exempt Solicitor Terms of Representation with a Player or Club under an exclusive Representation Contract with an Authorised Agent
  - 4.20.2 approach a Player or Club under an exclusive Representation Contract with an Authorised Agent with a view to negotiating Exempt Solicitor Terms of Representation or a representation agreement with the Player or Club unless:
    - (i) the Authorised Agent who is the other party to the exclusive Representation Contract has provided express written permission; or
    - (ii) the Representation Contract between the Player and the Authorised Agent has less than one month until termination by expiry of its term (provided that in any event no Representation Contract with another Authorised Agent may be concluded or have effect unless and until the current exclusive Representation Contract has terminated).
  - 4.20.3 induce a Player or Club to breach his or its Representation Contract with an Authorised Agent or his or its Contract with another Club or Player.

A Solicitor may however publicise his services generally.

- 4.21 Neither the Solicitor, nor any person acting on behalf of any such person, enters into negotiations, makes any approach, takes any steps, solicits or in any way facilitates discussions between parties with a view to a Transaction (including the making of statements to the media), or actually effects or becomes involved in any capacity in a Transaction (whether the same constitutes acting in the capacity of an Authorised Agent or not), unless:
- a) the Player's current Club has provided express written permission to the other Club to do so; or
  - b) the Club or Player, on behalf of whom the Solicitor is acting, is entitled to do so under the exemptions provided within the Rules of the FA Premier League, the Rules of the Football League or the Rules of FIFA; or
  - c) the Solicitor's actions and involvement are confined to the giving of Permitted Legal Advice.
- 4.22 The Solicitor does not have, either directly or indirectly, any interest of any nature whatsoever in relation to a Registration Right, whether actual or potential, vested or contingent. This includes, but is not limited to, owning any interest in any transfer fee or future sale value of a Player.
- 4.23 The Solicitor does not, either directly or indirectly, make any approach to, or enter into any agreement with, a Player in relation to any Agency Activity before
- a) the 1st day in January of the year of the Player's sixteenth birthday; or
  - b) the 1st day in January of the final year of the Player's full-time education
- whichever is the later, save with the prior written consent of The Association, which shall consider such matter only upon the written application of the Solicitor and the Player.
- 4.24 The Solicitor does not enter into Exempt Solicitors Terms of Representation with a Player under the age of eighteen years of age, in relation to the carrying out of Agency Activity, unless it is countersigned by the Player's parent or legal guardian with parental responsibility.
- 4.25 The Solicitor does not charge or receive any fee or commission or payment or remuneration of any kind, either directly or indirectly, as a result of introducing a Player who is under 16 or still in full-time education to a Club.
- 4.26 The Solicitor agrees to information held by The Association in respect of the Solicitor's activity being used in accordance with the terms of Regulation G.15, K.2 and K.3.

#### **Non-Exempt Solicitors**

- 4.27 The Association may determine that any Solicitor is a Non-Exempt Solicitor if it is satisfied that the Solicitor has breached any of the Conditions of Exemption for Solicitors.
- 4.28 The Association shall apply the process in Rule G of the Rules of The

Association and The Association's Regulations for Football Association Disciplinary Action (as may vary from time to time) to make a decision concerning any alleged breach of the Conditions of Exemption for Solicitors as if it were misconduct under Rule E1(b) of the Rules of The Association, save that the measures that The Association may apply following a determination that a Solicitor has breached the Conditions of Exemption for Solicitors shall be limited to:

- a) the issuing of a warning; and/or
- b) reporting the Solicitor to the Solicitors Regulation Authority; and/or
- c) reporting the Solicitor to FIFA; and/or
- d) a determination that the Solicitor is a Non-Exempt Solicitor on such terms and for such period as the panel considers appropriate and a determination that the Solicitor shall not be eligible for a Lawyer Registration for such period as The Association considers appropriate.

4.29

The Association shall permit the Solicitor to appeal a decision made under paragraph 4.27 above by applying the process set out in Rule H of the Rules of The Association and The Association's Regulations for Football Association Appeals where the Solicitor wishes to appeal the decision at first instance.

## **APPENDIX IV**

### **Code of Professional Conduct**

- 1.1 An Authorised Agent must act in compliance with the "Code of Professional Conduct":
- 1.2 An Authorised Agent must perform his duties to his client conscientiously and to conduct himself in any Agency Activity and any other business practices in a manner worthy of respect and befitting his profession.
- 1.3 An Authorised Agent must adhere to truth, clarity and objectivity in his dealings with his client, negotiating partners and other parties.
- 1.4 An Authorised Agent must act and protect the interests of his client in compliance with the law, and a sense of fairness, while creating clear legal relations.
- 1.5 An Authorised Agent must, without fail, respect the rights of negotiating partners and third parties. In particular, an Authorised Agent must respect the contractual relations of professional colleagues, and shall refrain from any action that could entice clients away from other parties.
- 1.6 An Authorised Agent must
  - a) conduct an appropriate level of bookkeeping in relation to his business activities as an Agent, keeping all records conscientiously and detailing his business activities faithfully in other records.
  - b) comply with the Rules and the Statutes and Regulations of FIFA.
  - c) produce an invoice showing his fees, expenses and any other charges upon first demand from his client.

