**STANDARD REPRESENTATION CONTRACT between INTERMEDIARY, PLAYER and CLUB**

**THIS STANDARD REPRESENTATION CONTRACT (‘THE CONTRACT’) is made** **BETWEEN**

**NAME OF INTERMEDIARY: **

**(the ‘Intermediary’) of**

**COMPANY NAME (where applicable): **

**(the ‘Company’)**

**ADDRESS: **

**and**

**NAME OF PLAYER: **

**ADDRESS: **

**DATE OF BIRTH: **

**(the ‘Player’)**

**and**

**NAME OF CLUB: **

**ADDRESS: **

**(the ‘Club’)**

**WHEREAS**

1. The Intermediary is party to a Representation Contract dated **** with the Player whereby the Intermediary represents the Player in the negotiation of his professional playing contracts (the ‘Player Representation Contract’). The Intermediary has lodged a copy of the Player Representation Contract with The FA.
2. The Club is interested in acquiring the Player’s registration under a professional playing contract (the “Playing Contract”) and in accordance with The FA Regulations on Working with Intermediaries in force at the date hereof (the ”Intermediaries Regulations”) the Club wishes to utilise the services of the Intermediary in procuring the same as further particularised below.
3. In accordance with the Intermediaries Regulations, the Intermediary wishes to provide such services to the Club and the Intermediary has duly informed the Player of the Club’s request and has disclosed to the Player the nature of the proposed services to be performed on behalf of the Club and the fact that in acting for the Club, the Intermediary would have a conflict of interest in acting for the Player in the Transaction (as defined in the Intermediaries Regulations) with the Club.
4. It is the responsibility of the Intermediary to ensure that the Player has provided his full and informed consent to the Intermediary acting on behalf of both the Club and the Player in the transfer of the Player’s registration to the Club and to the Intermediary receiving a fee in connection therewith.
5. The Club and the Intermediary now set out herein the terms which they have agreed in respect of the Intermediary’s appointment on the Club’s behalf. The Player has provided his full and informed consent to the Intermediary’s appointment on the Club’s behalf on the terms set out herein including but without limitation he has approved the fee to be paid to the Intermediary by the Club.
6. The Intermediary and the Player have also agreed that the terms of the Player Representation Contract shall be amended to take account of the fact that the Intermediary is representing both the Player and the Club in respect of the transaction set out herein.

IT IS HEREBY AGREED as follows:

**APPOINTMENT**

1. The Club hereby appoints the Intermediary to provide services on the following terms:

* 1. to act in the negotiations with **** to procure the transfer of the Player’s registration to the Club and in the negotiations with the Player to conclude the terms of the Playing Contract so that the Player may be registered with the Club under the Playing Contract by The FA and, if applicable, the Premier League or Football League (the ”Club Services”) and the Intermediary has agreed to so act in this matter; and
  2. the Club also wishes that the Intermediary works to encourage a future stable relationship between the Club and the Player during the term of the Playing Contract for the benefit of the Club and the Player (the ”Further Services”).

It is acknowledged and agreed that the Intermediary shall also continue to provide services to the Player under the Player Representation Contract in connection with the negotiation of the Playing Contract with the Club (the “Player Services”).

(The Club Services, the Further Services and the Player Services shall together be known as the “Services”.)

**TERM**

1. **The Contract shall take effect on  and will terminate on  without notice.**

**NATURE OF THE RELATIONSHIP**

1. **The Club is contracted to the Intermediary on: *an exclusive basis***

***a non-exclusive basis***

**REMUNERATION**

1. In consideration for the provision of the Club Services and the Further Services by the Intermediary to the Club, the Intermediary shall be paid in accordance with the requirements of the Intermediaries Regulations and the terms of the Contract the following sums:

****

1. The Player and the Intermediary hereby agree that clause **** of the Player Representation Contract shall not apply in relation to the Player Services and in consideration for the provision of the Player Services by the Intermediary to the Player, the Intermediary shall be paid in accordance with the requirements of the Intermediaries Regulations and the terms of the Contract the following sums (to be paid to the Intermediary in the manner elected in Annex 1 of the IM1 form relating to the Transaction):

****

**No remuneration will be due to the Intermediary while the Player remains a Minor.**

**CONFLICTS OF INTEREST**

[Note: the Parties must include a provision relating to any conflicts of interest. Any Contract submitted to The FA without such a provision will not be deemed to be compliant with the Intermediaries Regulations. The suggested clause below will be sufficient for this requirement to be satisfied. The Parties may also wish to consider including a provision entitling the Player and Club to terminate the Contract in the event of a breach of the below clause.]

1. The Intermediary undertakes and warrants to the Club and the Player that prior to performing the Services, and at all times whilst performing the Services, he has fully discharged, and shall at all times continue to discharge, all of his duties under the laws of England and Wales, and Regulation E of the Intermediaries Regulations to the Player as required in the performance of the Player Services.

**TERMINATION**

1. **The Contract shall be automatically terminated with immediate effect if the Intermediary’s Registration expires during the term of the Contract and the Intermediary does not renew his Registration within 14 days of being requested to do so in writing by either the Club or the Player.**

**SUPPLEMENTAL TERMS AND CONDITIONS**

1. **Any other arrangements between the parties in any way connected to the provision of the services set out in clause 1 that are supplemental to the Contract shall be in accordance with the requirements of the Intermediaries Regulations and the FIFA Regulations on Working with Intermediaries, and must be attached to the Contract and lodged with The FA together with the Contract.**

**DISPUTES**

1. **Any dispute between the parties arising out of or in connection with the Contract, including but not limited to any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under Rule K of the Rules of The FA (as amended from time to time).**

**GOVERNING LAW**

1. **The Contract and any non-contractual obligation arising out of or in connection to it is governed by and shall be construed in accordance with the laws of England and Wales and subject to Clause 9 above, the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.**

**SIGNATURES**

**A copy of the Contract has been provided to the Player, the Club and lodged with The FA.**

Signed by the Player: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: 

Signed by the Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: 

**(if the Player is a Minor) Print Name: **

Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: 

**Print Name:, duly authorised for and on behalf of the Club.**

**Signed by/on behalf of the Intermediary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:**

**Print Name: **