

The FA Football Agent Regulations Guidance

Purpose

These guidance notes are designed to assist Players, Coaches, Clubs and FA Registered Football Agents (“**Agent**”) with their understanding of The FA’s Football Agent Regulations (“**FA Agent Regulations**”), first introduced by The FA in January 2024 (as required by the FIFA Football Agent Regulations (“FFAR”)).

They should not be used as a substitute for the FA Agent Regulations themselves, which should be read before entering into any transaction or representation agreement.

In the event of any conflict between these guidance notes and the FA Agent Regulations (and any guidance contained within the FA Agent Regulations), the FA Agent Regulations will take precedence.

Any questions regarding the application of the FA Agent Regulations should be directed to the following email addresses:

- For Clubs: FootballAgents@thefa.com
- For Agents: FootballAgentsQueries@thefa.com

Worldwide temporary suspension of certain FFAR provisions (as of 30 December 2023)

On 30 December 2023:

- The Bureau of the FIFA Council approved a worldwide temporary suspension of the FFAR provisions affected by the injunction granted by the District Court of Dortmund (Germany); and
- FIFA recommended that all national associations suspend the equivalent provisions from their own regulations.

A number of provisions of the FA Agent Regulations have therefore been temporarily suspended. The suspended provisions are shaded in grey in the FA Agent Regulations (and also where quoted in this guidance).

These guidance notes do not, therefore, cover the suspended provisions but shall be updated in due course should there be any relevant change to the regulatory position.

Guidance

1. Scope

Regulation	Guidance
<p>L.1. These Regulations govern the occupation of Football Agents and FA Registered Football Agents within the territory under the jurisdiction of The Association and apply to:</p> <ul style="list-style-type: none"> a) any conduct or activity connected to a National Transaction; b) any conduct or activity connected to a Representation Agreement with a Club; c) Football Agent Services for or on behalf of a Club; d) any conduct or activity connected to a Representation Agreement with a Player or Coach (save where that Representation Agreement solely governs Football Agent Services related to a Specified International Transaction); e) Football Agent Services for or on behalf of a player or coach in respect of a National Transaction; f) Approaches made in respect of Players, Coaches and Clubs to enter into a Representation Agreement and/or for the provision of Football Agent Services; g) Approaches made in respect of Minors to enter into a Representation Agreement and/or for the provision of Football Agent Services; and 	<p><u>Representation Agreements</u></p> <p>A Representation Agreement entered into by an FA Registered Football Agent with a Player, Coach or Club will be governed by these regulations, with the exception of a Representation Agreement with a Player or a Coach which solely governs Football Agent Services related to a Specified International Transaction.</p> <p>At the point at which a 'general' representation agreement (which does not identify a specific transaction) is entered into with an English Club, a Player registered in England or a Coach employed by an English Club where no specific transaction is in contemplation, that representation agreement will be governed by the FA Agent Regulations.</p> <p><u>Transactions</u></p> <p>The FA Agent Regulations will govern conduct or activity connected to all National Transactions.</p> <p>A National Transaction includes the employment, unemployment, registration or deregistration of a player or coach with a Club.</p> <p>Examples of the type of Transactions that fall within the scope of these regulations include:</p> <p>A Player registered in England:</p> <ul style="list-style-type: none"> • enters into a new contract with an English Club (including if that Player is on loan to a club outside of England);

<p>h) Approaches made by or on behalf of Football Agents/FA Registered Football Agents in respect of Minors in relation to Other Services.</p>	<ul style="list-style-type: none"> • is transferred (either permanently or on loan) from one English Club to another English Club; or • terminates or cancels their contract with an English Club. <p>AND:</p> <ul style="list-style-type: none"> • A Player registered in England is transferred (either permanently or on loan) from an English Club to a club outside of England. • A player registered outside of England is transferred (either permanently or on loan) from a club outside of England to an English Club <p>In circumstances where FIFA is not presently investigating suspected breaches of the FFAR (as a result of the worldwide suspension of certain FFAR provisions), including in respect of international transactions involving English Clubs, The FA has adapted the scope of these regulations in order to safeguard the integrity of transactions connected to the territory under The FA's jurisdiction.</p> <p>This approach will be reviewed should there be any relevant change to the regulatory position.</p>
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2. Registration

Regulation	Guidance
<p>2.1. Before carrying out any conduct or activity that falls within the scope of these Regulations as set out in Regulation 1.1, a Football Agent must first register with The Association to become an FA Registered Football Agent in accordance with the FA Registration Requirements.</p> <p>Guidance: <i>There does not need to be any impending Transaction for a Football Agent to register with The Association.</i></p>	<p>A person must be registered with The FA as an 'FA Registered Football Agent' before:</p> <p>(i) Making an approach to an English Club or a Player registered with an English Club, or;</p>

	<ul style="list-style-type: none"> (ii) Entering into a representation agreement with a Player, a Coach or a Club, and; (iii) Performing Football Agent Services on behalf of a Player, Coach or Club, or; (iv) Performing Football Agent Services on behalf of a player or coach whereby it relates to the transfer of the player or coach from a club outside of England to an English Club.
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Regulation	Guidance
<p>2.2. To register with The Association, a Football Agent must (i) hold a FIFA Licence; and (ii) complete in full and submit to The Association the relevant registration documentation, in the form prescribed by The Association from time to time.</p>	<p>To register as an 'FA Registered Football Agent' an individual must first be a FIFA Licensed Football Agent.</p> <p>Once an individual has obtained their FIFA Football Agent Licence they will need to complete the FA Agent Registration Form – found here. Following submission of the form, The FA will review the application. If the application is approved, the individual will be confirmed as an 'FA Registered Football Agent' and they will receive a link via e-mail to sign up to The FA Agents Portal.</p> <p>There is no fee for registering as an Agent. A FIFA Football Agent Licence must be maintained to remain registered as an 'FA Registered Football Agent'.</p>

Regulation	Guidance
2.8. If the FA Registered Football Agent is issued with a Digital ID, the FA Registered Football Agent must present the Digital ID to a Player (or the Player's legal guardian if that Player is a Minor), Coach or Club upon request.	The Digital ID will detail the name and registration number of the FA Registered Football Agent as well as whether they have authorisation to represent a Minor or not. Features of the Digital ID can be found here .

Regulation	Guidance
2.9. An FA Registered Football Agent must comply with the FA Registration Requirements at all times. If an FA Registered Football Agent fails to satisfy the FA Registration Requirements, the FA Registered Football Agent's registration shall be immediately suspended or withdrawn.	<p>The FA will act on any information it receives in respect of an Agent no longer complying with the Registration Requirements.</p> <p>However, it is also the responsibility of the Agent to inform The FA should they no longer meet the FA Registration Requirements.</p>

Regulation	Guidance
2.10. Upon an FA Registered Football Agent's FIFA Licence being suspended or withdrawn that person's registration with The Association shall be automatically and immediately suspended or withdrawn, until such time as The Association directs otherwise.	<p>Should an Agent have their FIFA Licence suspended or withdrawn due to failing to pay their annual fee or complete their CPD requirements, their FA registration shall be suspended until their FIFA Licence is reinstated and they have provided evidence of this to The FA.</p> <p>It is the Agents responsibility to inform The FA should their FIFA Licence be reinstated.</p>

3. General Provisions

Regulation	Guidance
3.2. Without prejudice to Regulation 3.1, a Player, Coach or Club may represent themselves in any matter relating to a Transaction.	If a Player/Coach chooses to self-represent, they should do this in accordance with Regulation 9.8.b.

Regulation	Guidance
<p>3.3. An FA Registered Football Agent may conduct their business affairs through an Agency. In such circumstances, the FA Registered Football Agent must ensure that any employees, contractors, agents or other representatives of the Agency, or persons working for the Agency, that are not FA Registered Football Agents do not:</p> <ul style="list-style-type: none"> a) perform Football Agent Services within the scope of these Regulations as set out in Regulation 1.1, or b) make any Approach to a Player, Coach or Club to enter into a Representation Agreement and/or for the provision of Football Agent Services; or c) enter into a Representation Agreement with a Player, Coach or Club. <p>An FA Registered Football Agent who fails to ensure that the requirements under Regulations 3.3(a) to 3.3(c) are met will be in breach of this Regulation 3.3.</p> <p>Guidance: <i>Where an FA Registered Football Agent conducts their business affairs through an Agency, the relevant Representation</i></p>	<p><u>Conducting business affairs through an Agency</u></p> <p>Only a natural person 'FA Registered Football Agent' can perform football agent services under a representation agreement. This means that the 'FA Registered Football Agent' must always:</p> <ul style="list-style-type: none"> (i) be a party to the representation agreement; and (ii) be the one performing the football agent services. <p>The Agent's Agency can <u>in addition</u> also be a party to the representation agreement but cannot perform football agent services and cannot meet any regulatory obligation owed by that Agent on their behalf.</p> <p>Under The FA's previous Intermediaries Regulations, a football Agency (i.e. a company) was able to: (i) register with The FA; and (ii) enter into a representation agreement with a Player/Club <u>without</u> a natural person Agent also being a party to that agreement. This is <u>not permitted</u> under the current FA Agent Regulations.</p> <p><u>Circumstances where an Agent leaves their Agency</u></p> <p>If the Agent leaves their Agency, the consequences shall be a matter for the Agency, the Agent and their clients to determine in accordance with</p>

<p><i>Agreement must be entered into by the FA Registered Football Agent and may, in addition, be entered into by their Agency.</i></p> <p><i>If the FA Registered Football Agent leaves that Agency, the consequences shall be a matter for the Agency, the FA Registered Football Agent and their clients to determine in accordance with the relevant Representation Agreement, the FA Registered Football Agent's terms of engagement with their Agency and any other applicable terms and conditions in place between the parties.</i></p> <p><i>For the avoidance of doubt, only the FA Registered Football Agent which enters into the Representation Agreement is permitted to conduct Football Agent Services in relation to the Representation Agreement.</i></p> <p><i>In relation to a Representation Agreement which was entered into by a legal person Agency before 1 January 2024, the position shall be as follows:</i></p> <ul style="list-style-type: none"> <i>Any Football Agent Services performed in relation to such Representation Agreement after these Regulations come into force must be performed by an FA Registered Football Agent who shall be nominated and known to the parties before any Football Agent Services are performed.</i> <i>Unless otherwise agreed between the parties to the Representation Agreement, the Agency shall be entitled to nominate the FA Registered Football Agent to perform the Football Agent Services under the Representation Agreement. In this case, the Agency shall confirm the identity of the nominated FA Registered Football Agent to</i> 	<p>the relevant representation agreement, the Agent's terms of engagement with their Agency and any other applicable terms and conditions in place between the parties.</p> <p>In the instance where a Representation Agreement is novated (e.g. there is a change to the Agent who shall perform the football agent services under the representation agreement), it must be recorded in the CH1 Form and submitted to The FA within 14 days of the novation taking effect. This form should be submitted to The FA via The FA Agents Portal along with the original Representation Agreement. All parties to the novation must sign the CH1 Form for The FA to recognise the change of Agent.</p>
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<i>the party(ies) in writing before any Football Agent Services are performed.</i>	
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Regulation	Guidance
<p>3.5. The following natural or legal persons may not have an Interest in any affairs of a Football Agent, FA Registered Football Agent or their Agency:</p> <ul style="list-style-type: none"> a) Players, Coaches and Clubs. b) Any person who is ineligible to become a Football Agent under Article 5 of the FFAR. c) Any person or entity that owns or holds, whether directly or indirectly, any rights relating to the registration of a player, in violation of article 18bis or article 18ter of the RSTP. 	<p>Similarly, Players, Coaches and Clubs must not permit an Agent or their Agency to have an interest in them.</p> <p>An 'interest' is defined broadly and includes any shareholding and/or any position of managerial, financial, commercial or administrative influence. It also includes any interest held by any immediate relatives or any companies in which any of the above have a stake.</p>

4. Representation

Regulation	Guidance
<p>4.1. <i>An FA Registered Football Agent may only perform Football Agent Services for a Player, Coach or Club after having entered into a Representation Agreement with that Player, Coach or Club.</i></p>	<p>Any Representation Agreement not lodged with The FA prior submission of a completed Transaction to The FA, may result in the approval of the Transaction being delayed and/or The FA taking disciplinary action.</p>

Regulation	Guidance
<p>4.2. Only an FA Registered Football Agent may make an Approach to a Player, Coach or Club or enter into a Representation Agreement with a Player, Coach or Club for the provision of Football Agent Services.</p>	<p><u>The meaning of an approach</u></p> <p>An approach means:</p> <ul style="list-style-type: none"> (i) any physical, in-person contact or contact via any means of electronic communication with a Player or Club; (ii) any direct or indirect contact with another person or organisation linked to a Player or Club, such as a family member or friend; or (iii) any action when an Agent uses or directs another person or organisation to contact a Player or Club on their behalf in the manner described in (i) or (ii) above. <p>For the avoidance of doubt, an approach is not limited to the initial contact.</p> <p><u>Registration requirement</u></p> <p>Before making an approach to an English Club or a Player registered with an English Club, an Agent must be registered with The FA as an 'FA Registered Football Agent'.</p> <p><u>Rules regarding approaches</u></p> <p>An Agent must not:</p> <ul style="list-style-type: none"> (i) make an approach to any Player or Club in an exclusive representation agreement with another Agent, unless that contract is in the last two months of its term; (ii) make an approach or enter negotiations with a view to completing a transaction regarding any Player with the aim of inducing them to prematurely terminate their

	<p>employment contract without just cause or violate any obligations in their employment contract; or</p> <p>(iii) offer to or make any payments to (a) any official or employee of a Club or National Association in connection with football agent services; or (b) a Player (or any family member or legal guardian or friend of that Player) in relation to a representation agreement with that Agent.</p> <p>Note: where point (i) above relates to a Club, the Agent may not make an approach to the Club where that approach relates to the provision of football agent services which are already provided for under an existing exclusive representation agreement that the Club has in place with another Agent.</p>
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Regulation	Guidance
<p>4.7. A Representation Agreement must contain the entire agreement between the parties in relation to the Football Agent Services to be provided, and shall, at a minimum, contain all Obligatory Terms of the relevant Standard Representation Agreement and the following minimum requirements:</p> <p>a) The names of the parties;</p> <p>b) The duration (if applicable);</p> <p>c) The amount of the service fee due to the FA Registered Football Agent;</p>	<p>The FA have published the following standard representation agreements that can be found here:</p> <p>(i) Player/Coach – Agent;</p> <p>(ii) Club – Agent;</p> <p>(iii) Player/Coach – Club – Agent (i.e. tripartite); and</p> <p>(iv) Standard Sub-contract Agreement.</p> <p>The standard representation agreements are intended for use where football agent services are provided to a Player/Coach registered in England or to a Club in relation to a national transfer.</p> <p>These standard templates are compliant with the requirements of the FA Agent Regulations. Players, Coaches, Clubs and Agents should ensure that</p>

<p>d) The nature of the Football Agent Services to be provided; and</p> <p>e) The parties' signatures.</p> <p>The parties may add other terms so long as they are consistent with the Obligatory Terms of the Standard Representation Agreement and the requirements of these Regulations and the FFAR.</p> <p>Guidance: <i>The Association has published the following template Standard Representation Agreements: (i) Player/Coach – FA Registered Football Agent; (ii) Club – FA Registered Football Agent; and (iii) Player/Coach – Club – FA Registered Football Agent (i.e. tripartite).</i></p> <p><i>These standard templates are compliant with the requirements of these Regulations and the FFAR. Players, Clubs and FA Registered Football Agents should ensure that they are either using these standard templates or inserting the Obligatory Terms set out in these templates into their Representation Agreements.</i></p> <p><i>A Representation Agreement entered into with a player or coach whilst registered with a club not affiliated to The Association or not participating in a Competition authorised by The Association shall not be required to use the Obligatory Terms of the Standard Representation Agreement, but must comply with FIFA's minimum requirements as set out in Article 12.7 of the FFAR.</i></p>	<p>they are either using these standard templates or inserting the obligatory terms set out in these templates into their representation agreements.</p> <p>A representation agreement with a player does not need to include the obligatory terms from the standard templates if, at the time of execution, the player is registered with a club not playing in English competitions. Such representation agreements must, however, comply with the minimum requirements set out in the FIFA Football Agent Regulations. In the event that such player moves to an English Club and the representation agreement expires, any new representation agreement entered into with the player must comply fully with the FA Agent Regulations (to include the incorporation of the obligatory terms from the standard templates).</p>
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Regulation	Guidance
4.10. Any novation of a Representation Agreement must be recorded in the form prescribed by The Association from time to time and submitted to The Association within 14 days of execution.	<p>Any novation of a Representation Agreement must be recorded in the CH1 Form and submitted to The FA within 14 days of the novation taking effect. This form should be submitted to The FA via The FA Agents Portal along with the original Representation Agreement. All parties to the novation must sign the CH1 Form for The FA to recognise the change of Agent.</p> <p>A copy of the CH1 Form can be found here.</p>

Regulation	Guidance
<p>4.11. An FA Registered Football Agent may assign or sub-contract Football Agent Services duties or responsibilities in relation to a Player, Coach or Club to another FA Registered Football Agent. In such circumstances, the assignor or sub-contractor FA Registered Football Agent and the assignee or sub-contractee FA Registered Football Agent must between them:</p> <ul style="list-style-type: none"> a) lodge a copy of the Representation Agreement between the assignor or sub-contractor FA Registered Football Agent and the Player, Coach or Club; b) record the terms upon which those obligations are assigned or sub-contracted and incorporate the written consent of the Player, Coach or Club in a single document in the form of a Standard Sub-contract Agreement; and c) complete and lodge such document in the same way as for a Representation Agreement under Regulation 8.3(g)(i). 	<p>An Agent is permitted to sub-contract football agent services to another Agent. In these circumstances the following steps must be taken:</p> <ul style="list-style-type: none"> (i) The Player/Coach/Club representation agreement must be lodged with The FA; and (ii) A Standard Sub-contract agreement must be entered into and lodged with The FA. <p>The Agent who is party to the original representation agreement (the “Main Agent”) is responsible for lodging the sub-contract with The FA via The FA Agent Portal.</p> <p>Both the Main Agent and sub-contracted Agent must complete the Agent Form where applicable when completing a Transaction.</p> <p>Where a sub-contracted Agent is acting for both parties in a transaction, they must ensure that they have a sub-contract agreement in place with both parties. Service fees paid to an Agent acting as a sub-contractor in a transaction must be in relation to the services they are providing in respect of that transaction only.</p>

5. Representation of Minors

Regulation	Guidance
<p>5.1. An Approach to a Minor or their legal guardian in relation to any Football Agent Services or Other Services shall not be made before 1 September in the Academic Year in which the Minor reaches the age of 16. Subject to the foregoing, such an Approach to a Minor may only be made once prior written consent has been obtained from the Minor's legal guardian.</p> <p>Guidance: Please see the guidance under Regulation 5.2 below for the practical application of this provision in the years 2025 to 2027.</p>	<p>An approach to a Minor may only be made once prior written consent has been received from the Minor's legal guardian.</p> <p>An Agent cannot approach a Minor (or their legal guardian) until 1 September in the Academic Year in which the Minor turns 16 years old.</p>

Regulation	Guidance
<p>5.2. An FA Registered Football Agent may not enter into any agreement with a Minor (whether a Representation Agreement or an agreement other than a Representation Agreement, including but not limited to agreements relating to Other Services) before 1 September in the Academic Year in which the Minor reaches the age of 16. Subject to the foregoing, such an agreement with a Minor may only be made once prior written consent has been obtained from the Minor's legal guardian.</p>	<p>Similarly, an Agent may not enter into any form of agreement with a Minor until 1 September in the Academic Year in which the Minor turns 16 years old.</p> <p>Before entering into a representation agreement with a Minor, prior written consent must be obtained from the Minor's legal guardian.</p>

Regulation	Guidance
<p>5.4. In order to obtain additional authorisation to deal with Minors from The Association, an FA Registered Football Agent must satisfy The Association of their suitability on terms prescribed by The Association from time to time, which shall include, but not be limited to, checks</p>	<p>An Agent must have additional authorisation from The FA to work with Minors. To obtain additional authorisation an Agent must apply for authorisation via The FA Agents Platform. An Agent only has authorisation to work with Minors when they have received confirmation from The FA.</p>

<p>by The Association in relation to an FA Registered Football Agent's criminal record, in the United Kingdom and/or overseas (including presentation by the FA Registered Football Agent, and approval by The Association, of a valid and current FA Registered Football Agent DBS check (or equivalent)).</p> <p>Guidance: <i>Additional authorisation to deal with Minors can be applied for by a Football Agent at the same time as registering with The Association for the first time or at any point after they become so registered.</i></p> <p><i>Before granting/renewing an additional authorisation to deal with Minors, The Association shall be entitled to require an FA Registered Football Agent to complete a course on dealing with Minors as part of fulfilling the FA CPD Requirements and charge a fee in relation to the costs associated with carrying out any criminal record checks.</i></p> <p><i>For the avoidance of doubt, a DBS check obtained for any other football-related roles (e.g. coaching, refereeing, club welfare etc.) will not be accepted.</i></p>	<p>The criteria for additional authorisation is as follows:</p> <ul style="list-style-type: none"> (i) fulfil FIFA's requirements to work with Minors; (ii) hold a valid registration with The FA and a valid FIFA licence; and (iii) satisfy The FA's requirements – for this purpose an applicant must provide an enhanced criminal record check or recognised equivalent which has been issued within the three months prior to submission to The FA. Further information on criminal record checks can be found on the agents section of TheFA.com – here. <p>FA authorisation to work with Minors is valid for three years, at which point it must be renewed.</p> <p>For any pre-agreements related to a minor currently registered with a club outside of England with the intention of them registering with an English Club at a future date, where the Agent is acting solely on behalf the player, they will only require additional authorisation from The FA at the point at which the player registers with the English Club.</p>
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6. Transactions

Regulation	Guidance
<p>6.2. Upon completion of a Transaction, the FA Registered Football Agent(s), player, coach and Club(s) (as applicable) involved in the Transaction (whether directly or indirectly) must complete an Agents Form and submit it to The Association as directed by The Association from time to time.</p>	<p>The use of an Agent when appointing a Coach is now covered by the FA Agent Regulations. Clubs and Agents should be aware of the below requirements:</p> <ul style="list-style-type: none"> • Agents: Representation agreements with Coaches must be uploaded to The FA Agents Portal. • Clubs: The AF1 Form and relevant Club/Agent representation agreement should be e-mailed to

<p>Guidance: A failure to submit a copy of the completed Agents Form may result in the delay or failure to register a player with The Association as is required under FA Rule C.</p> <p>The Agents Form requires any FA Registered Football Agent, player, coach or Club involved in a Transaction to declare that the arrangement complies with these Regulations, save that there is no requirement for a Player or Coach to complete an Agents Form where the Transaction is the international transfer of that Player, or the move of that Coach, from a Club to a club that is not affiliated to The Association or is not participating in a Competition authorised by The Association. The Club and any relevant FA Registered Football Agent representing the Club must still complete the Agents Form in these circumstances.</p> <p>Subject to the foregoing, an Agents Form must also be completed in circumstances where a player, coach or Club negotiate and conclude a Transaction without engaging an FA Registered Football Agent pursuant to Regulation 6.6 below</p>	<p>footballagents@thefa.com no later than 5 days after completion.</p> <ul style="list-style-type: none"> • Clubs: In the instance where a Head Coach has been employed and no party has used the services of an Agent in the Transaction, an AF1/NR Form should be e-mailed to footballagents@thefa.com no later than 5 days after completion. • Coaches: Must ensure that they are using an 'FA Registered Football Agent'.
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Regulation	Guidance
<p>6.3. An FA Registered Football Agent may only perform Football Agent Services and Other Services for one party in a National Transaction, save that:</p> <p>a) An FA Registered Football Agent may perform Football Agent Services and Other Services for more than one party in the same National Transaction (permitted dual or multiple representation), provided that:</p> <p>(i) The FA Registered Football Agent obtains all parties' prior written consent to them providing services to any other party to the National</p>	<p>'Dual' or 'Multiple' representation (i.e. where the Agent represents either two or more than two parties in a transaction respectively) is currently permitted under the new FA Agent Regulations, provided that the following safeguards to avoid conflicts of interest are complied with:</p> <p>(i) The Agent must obtain all parties' prior written consent to the arrangement;</p> <p>(ii) The Agent must inform all parties of the full details of the arrangement (including fees);</p> <p>(iii) The parties have an opportunity to take legal advice (this includes the Agent writing to the Player to inform them that they should consider taking legal advice / advice from the PFA);</p>

<p>Transaction (“the other party(ies)”) in the form prescribed by The Association from time to time;</p> <p>(ii) Once the FA Registered Football Agent and the other party(ies) have agreed terms, but prior to them entering into a Representation Agreement, the FA Registered Football Agent must inform all parties in the form prescribed by The Association from time to time of the full particulars of the proposed arrangements including, without limitation, the proposed fee (if any) to be paid by all parties to the FA Registered Football Agent;</p> <p>(iii) All parties are given the reasonable opportunity to take independent legal advice, meaning that, in the case of a Player or Coach, the FA Registered Football Agent must inform the Player or Coach in writing that they should consider taking: (i) independent legal advice; and (ii) in addition or as an alternative, advice from the PFA or LMA (as applicable) provided that the representative / employee of the PFA / LMA is not performing Football Agent Services for that Player or Coach, prior to providing written consent in the form prescribed by The Association from time to time; and</p> <p>(iv) Having been given such opportunity, all parties provide their express written consent for the FA Registered Football Agent to enter into a Representation Agreement with the other party(ies) on the proposed terms in the form prescribed by The Association from time to time.</p>	<p>(iv) All parties provide express written consent.</p> <p>Completion and submission of the AF1 Form at the completion of a Transaction will constitute written consent to the arrangement.</p>
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<p>b) Where any party does not provide its express consent in accordance with the above requirements, the FA Registered Football Agent is not permitted to proceed with the provision of services to the other party(ies), or to receive any remuneration from the other party(ies) in respect of the relevant National Transaction, and the other party(ies) are not permitted to receive any services from the FA Registered Football Agent or make any payment to the FA Registered Football Agent in respect of the relevant National Transaction. The FA Registered Football Agent may continue to represent the first party (only) in respect of the relevant National Transaction and be paid for such services in accordance with these Regulations and the terms of the relevant Representation Agreement.</p>	
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7. Service Fee – General Principles

Regulation	Guidance
<p>7.3. The only exception to the principle in Regulation 7.2 is when an FA Registered Football Agent is representing a Player or Coach and their negotiated annual Remuneration is less than USD 200,000 (or equivalent), not counting any conditional payments. When an FA Registered Football Agent is representing a player or coach, an Engaging Club may agree with a player or coach to pay the service fee for that National Transaction to their FA Registered Football Agent in accordance with the Representation Agreement. All of the following conditions must apply:</p>	<p>An Engaging Club may pay a service fee on behalf of a Player (e.g. as a P11D benefit in kind), subject to that payment being made in accordance with the relevant representation agreement and the conditions set out at Regulation 7.3 of the FA Agent Regulations.</p> <p>Please note that where the service fee payment is to be higher than the agreed service fee in the representation agreement between the Player and the Agent, then the relevant representation agreement must be varied accordingly. Alternatively, the relevant parties may enter into a tripartite agreement which includes the higher service fee payment.</p>

<p>a) The service fee payment made by the Engaging Club on behalf of the player or coach shall not affect the fiduciary duty of the FA Registered Football Agent to the player or coach. It must also not create any dependency or subordination of the FA Registered Football Agent towards the Engaging Club.</p> <p>b) The service fee payment made by the Engaging Club on behalf of the Player or Coach must be no higher than the agreed service fee in the Representation Agreement between the player/coach and the FA Registered Football Agent.</p> <p>Guidance: <i>Where a higher service fee has been agreed between the player/coach and the FA Registered Football Agent, the relevant Representation Agreement should be amended accordingly and lodged with The Association in accordance with Regulation 8.3(g)(i).</i></p> <p>The Engaging Club may not deduct any service fee payment made pursuant to Regulation 7.1 from the Player or Coach's Remuneration</p>	
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Regulation	Guidance
<p>7.4. Where the FA Registered Football Agent and the Player/Coach agree in the Representation Agreement that a service fee (either by way of lump sum or by instalments) is to be paid in respect of a National Transaction, it shall be calculated on the basis of the Player/Coach's Remuneration as set out in the employment contract concluded by the Player/Coach in respect of which he was represented by the FA Registered Football Agent.</p>	<p><u>Payment of a Service Fee in relation to Player/Coach Services</u></p> <p>Service fees payable to an Agent in respect of services performed for a Player/Coach must be calculated on the basis of the Player/Coach's Remuneration in the representation agreement. This may take into account any uplifts or decrease in the Player or Coach's Remuneration during the course of the employment contract.</p>

	<p>However, the agreed amount may not vary based on any performance related event. By way of example, if the service fee for Player services is agreed to be 5% of the Player's remuneration, the percentage cannot change based on the Club being promoted the following season.</p> <p><u>Remuneration includes conditional payments</u></p> <p>An Agent representing a Player or Coach can now receive a percentage of a Player/Coach's conditional remuneration (e.g. performance related bonuses). Please note however that this excludes any amounts earned by the Player in accordance with a team bonus schedule.</p> <p>Conditional payments to an Agent in respect of Player/Coach Services can only be made in relation to a conditional bonus due to the Player or Coach as set out in the relevant employment contract.</p> <p>For the avoidance of doubt, any future transfer compensation due to the Player or Coach cannot be considered part of the player or coach's remuneration that is subject to the payment of a service fee.</p>
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Regulation	Guidance
<p>7.8. An FA Registered Football Agent must not have a direct or indirect interest of any nature in relation to a registration right or economic right in a Player or Coach.</p> <p>Guidance: Any arrangement which grants an FA Registered Football Agent the ability to receive either a percentage of or remuneration linked to a future registration event involving a player is prohibited.</p>	<p>Payments to Agents that relate to a future registration event are strictly prohibited. This is to ensure that an Agent does not have a perceived or actual conflict when advising a Player or a Coach.</p> <p>The following scenarios are permitted:</p> <ul style="list-style-type: none"> An Agent who has a representation agreement with a Player/Coach also acting on behalf of the Releasing Club and being remunerated in relation to the services

<p><i>A service fee calculated based on the amount received by a club for the upcoming transfer to which the FA Registered Football Agent has provided Football Agent Services shall not be considered a “future registration event”</i></p>	<p>performed for the Releasing Club by way of a fixed fee in respect of an upcoming transaction.</p> <ul style="list-style-type: none"> • An Agent acting solely on behalf of a Releasing Club and being remunerated by way of a service fee which is calculated based on the amount received by the Releasing Club in relation to an upcoming transaction. • An Agent acting on behalf of a Player/Coach and/or an Engaging Club and being remunerated in relation to the services performed for the Engaging Club by way of a service fee which is calculated based on the amount paid by the Engaging Club in respect of an upcoming transaction. • An Agent acting on behalf of a Player/Coach and/or an Engaging Club and being remunerated in relation to a future registration event whereby that future registration event has also been fully negotiated at the time of the original transaction. <p>An upcoming transaction (which includes an upcoming transfer), is determined as a transaction taking place in the current registration window only, or if outside of a registration window, then the next registration window only.</p> <p>For the avoidance of doubt, an Agent is not permitted to be paid a percentage of a sell-on fee that has been agreed in any agreement, including but not limited to, a transfer agreement or employment contract</p>
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Regulation	Guidance
<p>7.10. An FA Registered Football Agent may not receive a service fee when engaged to perform Football Agent Services relating to a Minor unless the relevant player is entering into their first or subsequent professional contract with a Club and that contract comes into force.</p> <p>Guidance: <i>For the avoidance of doubt, for the purposes of this Regulation 7.9 professional contract does not mean a Scholarship Agreement. As per FA Rule C, Players must be aged 18 or over in order to enter into a Playing Contract, save that a Player aged 17 may enter into a Playing Contract where they are not in Full-time Education.</i></p>	<p>An Agent may only receive a service fee when engaged to perform football agent services in relation to a Minor where such services relate to the Minor entering into their first or subsequent professional contract and that contract has come into force.</p>

Regulation	Guidance
<p>7.14. In respect of service fee payments to FA Registered Football Agents:</p> <p>a) payment shall be made directly to the FA Registered Football Agent;</p> <p>b) where a Club makes a service fee payment to an FA Registered Football Agent (including where the Engaging Club and the Player or Coach expressly agree to deduct the service fee payment due to the FA Registered Football Agent from the Player or Coach's Remuneration) the Club must submit proof of payment to The Association as directed by The Association from time to time; and</p> <p>Guidance: <i>Proof of payment must be submitted to The Association in relation to the payment of all service fees made by</i></p>	<p>Service fee payments must be made to the Agent by the Club or Player must be declared to The FA.</p> <p>Payments to Agents in respect of Club Services, as well as Player Services which are being made by the Club on behalf of the Player including by benefit in kind or net salary deduction, must be declared to The FA by the Club within 14 days of the payment being made via iFAS.</p> <p>Where payments have been made directly to the Agent by the Player or Coach, the Agent must declare receipt of payment within 14 days of receiving it via The FA Agents Portal.</p>

<p><i>a Club. For the avoidance of doubt, this includes the payment of fees agreed under a Representation Agreement which was entered into under The Association's Working with Intermediaries Regulations, before these Regulations came into force.</i></p> <p>c) where a Player or Coach makes a service fee payment to an FA Registered Football Agent, the FA Registered Football Agent must declare receipt of the payment and submit proof of such receipt to The Association within 7 days of the receipt of the service fee.</p> <p>Guidance: <i>For the avoidance of doubt, this does not include where an Engaging Club makes the service fee payment to an FA Registered Football Agent having expressly agreed with the Player or Coach to deduct the service fee payment from the Player or Coach's Remuneration pursuant to Regulation 7.11(b).</i></p>	
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8. Rights and Obligations

Regulation	Guidance
<p>8.2. <i>A Representation Agreement that is entered into between an FA Registered Football Agent and a Player, Coach or Club in the final two months of that Player, Coach or Club's pre-existing exclusive Representation Agreement with another Football Agent must not commence until the expiry of the pre-existing exclusive Representation Agreement.</i></p>	<p>The Representation Agreement should be lodged with The FA within 14 days of execution, even where the agreement will not commence until a future date.</p> <p>Representation Agreements may only commence at a future date where the Player or Coach is party to an existing representation agreement with another Agent and it is in the final two months.</p>

Regulation	Guidance
<p><i>8.3. An FA Registered Football Agent shall:</i></p> <p>g) lodge with The Association:</p> <p>(i) <u>within 14 days of execution, amendment or termination, or by the time of The Association's registration of the Transaction to which it relates, whichever the earlier:</u> any Representation Agreement entered into with: (i) a Player or a Coach; or (ii) a player or a coach which relates to the international transfer of the player, or the move of the coach, from a club to a Club;</p> <p>(ii) <u>immediately upon request:</u> any Representation Agreement entered into with a Club;</p>	<ul style="list-style-type: none"> Any representation agreement entered into with a Player/Coach who is registered in England (including a sub-contract) needs to be lodged with The FA via The FA Agents Portal. This includes any existing representation agreements in place when the FA Agent Regulations first came into force. A representation agreement between an Agent and a player/coach who is in the process of registering with an English Club also needs to be lodged with The FA via The FA Agents Portal prior to the player/coach being registered with The FA. Club/Agent representation agreements (including tripartite agreements) entered into by a Club should be lodged by the Club via email to footballagents@thefa.com within 14 days of execution, or if earlier via iFAS at the time of the relevant transaction. Club/Agent representation agreements which cover general consultancy or scouting activity should be lodged (i) by the Club via e-mail to footballagents@thefa.com; and (ii) by the Agent via The FA Agents Portal, each within 14 days of execution.

Regulation	Guidance
<p>8.3. An FA Registered Football Agent shall:</p> <p>g) lodge with The Association:</p>	<p>An Agent or Agency may only pass remuneration relating to Football Agent Services to a player's former Agent provided that:</p> <p>(i) any such payment is made pursuant to a settlement agreement entered into between: (i) the Agent; and (ii) the former Agent, which in accordance with the FA Agent Regulations, has been lodged with The Association;</p>

(vii) within 14 days of occurrence: any settlement agreement entered into with a Player, Coach or Club or another Football Agent or Agency.	<p>(ii) under the terms of the settlement agreement, the former Agent shall only be entitled to receive: (i) fixed payments, and/or (ii) contingent payments relating to Football Agent Services carried out during the term of the original Representation Agreement; and</p> <p>(iii) the player's former Agent is not entitled to receive any payment under the settlement agreement relating to a transaction in which the former Agent is appointed to represent another party.</p>
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Regulation	Guidance
<p>8.5 With regard to disclosure and reporting, an FA Registered Football Agent shall:</p> <p>c) within 30 days of the end of each Reporting Period provide any Player or Coach with whom they have or have had a Representation Agreement with an Annual Return. The Association shall be entitled to request a copy of any Annual Return from any Reporting Period and the FA Registered Football Agent must comply with any such request within 14 days of the date of the request; and</p>	<p>Agents should be aware that they must provide an Annual Return to any client Player or Club with whom they have or have had a representation agreement. Annual Returns must be provided within 30 days of the end of each reporting period (i.e. the period between 1 July of the previous calendar year and 30 June of the current calendar year).</p> <p>The Annual Return will summarise all payments made by a Player or Coach to an Agent or Agency in the previous 12-month reporting period. This will help ensure that the player has full transparency regarding all sums paid to an Agent, and maintain a consistent minimum standard of reporting remuneration to a Player or Coach on an annual basis.</p> <p>A copy of the Annual Return form can be found on The FA's website.</p>

Regulation	Guidance
<p>8.6. FA Registered Football Agents, Players, Coaches, Clubs and Club Officials shall disclose in writing any actual or potential conflict of interest they might have in relation to a National Transaction and shall obtain the express written consent of the other parties involved</p>	<p>If a perceived or potential conflict of interest exists in a transaction (other than an Agent acting under permitted dual or multiple representation), an AF2 Form must be completed by the relevant parties. Potential conflicts could include but are not limited to:</p>

<p><i>in the National Transaction (in the form prescribed by The Association from time to time) in order for their activity in the National Transaction to continue. A copy of this form shall be disclosed to The Association within 14 days of being completed and in any event no later than at the time of the registration of a National Transaction by The Association.</i></p>	<ul style="list-style-type: none"> • The Agent or a 'Connected Football Agent' of the registering Club's head coach or manager also acting for the Player. • A relative of a Club employee acting for another party in the transaction.
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9. Engagement of FA Registered Football Agents

Regulation	Guidance
<p><i>9.4. A Club shall disclose to The Association any agreement of any nature that it has entered into with an FA Registered Football Agent and/or Agency regarding the provision of services.</i></p>	<p>Agreements should be sent to FootballAgents@TheFA.Com</p>

Regulation	Guidance
<p><i>9.5. Players, Coaches and Clubs (and their Club Officials, when applicable) may not, either directly or indirectly, engage, or attempt to engage, in the following conduct:</i></p> <p><i>a) engage with or appoint a person who is not an FA Registered Football Agent in relation to Football Agent Services that fall within the scope of these Regulations as set out in Regulation 1.1;</i></p>	<p>The intention of this provision is to ensure that Players, Coaches and Clubs are held responsible for engaging with or appointing an individual not registered as an FA Registered Football Agent in relation to Football Agent Services.</p> <p>It is not intended to capture parents providing advice to their child in regards to their registration with a Club.</p> <p>For the avoidance of doubt, please refer to the definition of Football Agent Services found in the regulations.</p>

10. Disclosure and Publication

Regulation	Guidance
<p>10.1. The Association shall be entitled to publish:</p> <ol style="list-style-type: none"> the name and FA registration number of every FA Registered Football Agent registered with The Association, as well as, where applicable, the name of their Agency; in any manner and at any time it considers appropriate, a list of all Transactions involving a Player, Coach or Club in which any FA Registered Football Agent or their Agency has been involved; in any manner and at any time it considers appropriate, the total consolidated amount of all payments made by all Players, Coaches and Clubs to FA registered Football Agents or their Agencies; and any decision made pursuant to these Regulations, in any manner and at any time it considers appropriate, including the name and any other relevant information relating to an FA Registered Football Agent in respect of whom a disciplinary decision has been made, including where an FA registration is suspended or withdrawn. This is in addition to The Association's powers to publish contained in the General Provisions Relating to Inquiries, Commissions of Inquiry, Regulatory Commissions of The Association, Other Disciplinary Commissions, Appeal Boards and Safeguarding Review Panel Hearings, or elsewhere in its Rules and regulations 	<p>Clubs, Players, Coaches and Agents should be aware that The FA has the right to publish:</p> <ul style="list-style-type: none"> the names of all Agents; a list of all transactions involving a Player, Coach or Club in which any Agent or their Agency has been involved; the total consolidated amount of all payments made by Players, Coaches and Clubs to Agents; and any disciplinary decisions taken under the FA Agent Regulations.

Regulation	Guidance
10.2. The Association shall be entitled to make available to Clubs and FA Registered Football Agents details of all Players who have a valid Representation Agreement in place with an FA Registered Football Agent and the identity of that FA Registered Football Agent.	<p>Information relating to which Players are party to an active Representation Agreement with an Agent will be searchable within the Agents Portal and iFAS.</p> <p>The FA will communicate further information prior to it going live.</p>

12. Competence and Enforcement

Regulation	Guidance
12.3. The Association is competent to impose sanctions on any Football Agent, FA Registered Football Agent, Player, Coach, Club or other Participant that violates these Regulations. The Association has jurisdiction regarding any conduct that falls within the scope of these Regulations as set out in Regulation 1.1.	The FA shall investigate and take disciplinary action in respect of suspected breaches of the FA Agent Regulations.

Regulation	Guidance
12.6. The Association may, in its sole discretion, refer to (and provide documents to) another National Association, a confederation and/or FIFA for resolution of any complaint or allegation of a breach or circumvention of these Regulations or of the FFAR applying to Football Agents/FA Registered Football Agents where the subject matter involves any Transaction where any player, coach, club, or Football Agent/FA Registered Football Agent is subject to the jurisdiction of the other National Association, the relevant confederation and/or FIFA.	<p>Suspected breaches of the FFAR may be referred to FIFA for investigation and disciplinary sanctions. The imposition of sanctions by FIFA for breaches of the FFAR may be delayed until after the temporary suspension of Article 21 FFAR has been lifted (for further details, see section 1.3 above).</p> <p>The FA reserves the right to investigate and take its own disciplinary action in respect of suspected breaches of the FFAR.</p>

13. Transitional Provisions

Regulation	Guidance
<p>13.1. Representation Agreements that expire on or after 1 January 2024 in force at the time at which the FFAR were approved (on 16 December 2022) shall remain valid (but not be extended) until they expire.</p> <p>Guidance: <i>The FFAR were approved by FIFA Council on 16 December 2022.</i></p> <p><i>For the purposes of this provision, the meaning of Representation Agreement shall include a Representation Contract (as defined under The Association's Working with Intermediaries Regulations in force at the time at which the FFAR were approved).</i></p> <p><i>Representation Agreements concluded prior to the approval of the FFAR (on 16 December 2022) shall remain unaffected by these Regulations, irrespective of when a Transaction connected to such Representation Agreements occurs. However, such Representation Agreements may not be extended.</i></p>	<p>Representation agreements (including 'Representation Contracts' as defined under The FA's Intermediaries Regulations) entered into before the FA Agent Regulations came into force on 1 January 2024 shall be unaffected, save that:</p> <ul style="list-style-type: none"> • Football agent services performed under such agreement must be carried out by an 'FA Registered Football Agent'. • Transactions concluded on or after 1 January 2024 must comply with the FFAR and the FA Agent Regulations (as applicable). • Any renewal or extension of such agreement must comply with the FFAR and the FA Agent Regulations. • There are transitional measures in place for representation agreements entered into by Agencies before 1 January 2024 <u>without</u> an Agent also being a party (please see section 4.4 above). <p><u>Transitional measures – existing representation agreements entered into by Agencies</u></p> <p>Transitional measures are in place for representation agreements entered into by Agencies before 1 January 2024 <u>without</u> an Agent also being a party.</p> <p>In these circumstances the Agency must:</p> <ul style="list-style-type: none"> (i) nominate an Agent to perform any football agent services; and (ii) confirm the identity of that Agent in writing to the Player or Club, and the FA.

Regulation	Guidance
<p>13.5. An FA Registered Football Agent with a valid additional authorisation to deal with Minors under The Association’s Working with Intermediaries Regulations in force immediately prior to these Regulations taking effect (a “Legacy Additional Authorisation”) shall have additional authorisation to deal with Minors under these Regulations. The continuing additional authorisation of an FA Registered Football Agent with a Legacy Additional Authorisation shall be subject to compliance with Regulations 5.5 and 5.6 and, in any event, expire no more than three years after the Legacy Additional Authorisation was granted.</p>	<p>An Agent who was authorised to work with Minors under The FA’s Intermediaries Regulations when the FA Agent Regulations came into force will remain authorised to work with Minors under the FA Agent Regulations (until the original expiry date for that authorisation) provided that they have fulfilled FIFA’s requirements to work with Minors and subject to continuing to meet The FA’s requirements for authorisation.</p>

Transaction Checklists

The table below sets out what a Club should check or complete when registering a player. Failure to comply with or complete any of the below steps may result in the registration of the player being delayed or rejected.

Transaction Checklist (registering a player)		
	Check	Guidance
1.	Ensure that the Agent representing the Player/Coach/Club is registered with The FA and has authorisation to work with Minors (if required).	Check FA list and FA Digital ID
2.	Ensure that valid representation agreements are in place.	Request proof of the existence of the agreement before entering negotiations.
3.	Check that the Player's Agent has lodged the representation agreement with The FA.	A missing representation agreement may lead to delays in registering the Player. The Agent can provide a screenshot from The FA Agents Portal or you can check with The FA Player Status team.
4.	Ensure that the Agent(s) used are declared in the playing contract and/or transfer agreement.	
5.	Ensure payment to the Agent in respect of Player/Coach Services is as per the agreed remuneration stipulated in the relevant Player / Coach representation agreement	Please note that where the service fee payment is to be higher, then the relevant representation agreement must be varied accordingly and lodged with The FA. Alternatively, the relevant parties may enter into a tripartite agreement which includes the higher service fee payment.

Transaction Checklist (registering a player)		
	Check	Guidance
6.	Complete AF1 Form.	
7.	Submit AF1 Form and club-agent/tripartite representation agreement to The FA via iFAS/CPS.	
8.	In addition, for international transactions, enter the required information in FIFA TMS.	https://support.fifatms.com/en/support/solutions/articles/7000084197-declaring-agent-information