



Declarations, Acknowledgments and Consents for Legal Persons

For the purpose of this page, the term Legal Person will refer to the Organisation being registered as an Intermediary

Please declare, acknowledge or confirm each of the following paragraphs on behalf of the Legal Person:

1- I acknowledge that the registration will be valid for a period of 1 (one) year and that the Legal Person will need to renew its registration after this period in order to continue to conduct Intermediary Activity with Clubs or Players playing Association Football in England.

2- I acknowledge that I shall be responsible for declaring those natural persons registered as Intermediaries who are authorised to conduct Intermediary Activity on behalf of the Legal Person.

3- I acknowledge that any Intermediary Activity carried out on behalf of the Legal Person must be carried out by a natural person registered as an Intermediary and authorised to represent the Legal Person. I acknowledge that if at any point in time there is no natural person registered as an Intermediary who is declared as authorised to conduct Intermediary Activity on behalf of the Legal Person, then the registration of the Legal Person shall lapse and the Legal Person shall have to be re-registered by a natural person registered as an Intermediary.

4- I acknowledge that further to the registration of the Legal Person as an Intermediary with The FA, the Legal Person will be entitled to use the designation "FA Registered Intermediary" (but no variation thereof) after its name in business relations. I further acknowledge that it shall not be entitled to hold itself out as having any connection with The FA other than this designation (for the avoidance of doubt, the usage of The Association's crest by the Intermediary is prohibited).

5- I confirm that the Legal Person does not have an interest in a Club (as defined at Regulation E4 of The FA Regulations on Working with Intermediaries), nor will it have such an interest for the duration of its registration with The FA as an Intermediary.

6- I acknowledge that, within 10 (ten) days of the registration of the Legal Person with The FA as an Intermediary, the Legal Person must disclose to The FA any pre-existing agreement or contractual or other arrangement whether formal or informal that exists between the Legal Person and any Club Official, Manager or Club in respect of a Club Official or Manager whereby the Legal Person represents the interests of any such Club Official, Manager or Club in respect of a Club Official or Manager.

7- I acknowledge that the Legal Person has been advised by The FA about the importance of obtaining adequate professional indemnity or liability insurance in order to appropriately obviate the risks arising out of its professional activities as an Intermediary. I acknowledge that, in acting as an Intermediary, the Legal Person does so entirely at its own risk.

8- I confirm that the Legal Person will respect and comply with any mandatory provisions of applicable national and international laws, including in particular those relating to job placement, when carrying out its activities as an Intermediary.



9- I declare that the Legal Person has no contractual relationship with any league, association, confederation or FIFA that could lead to a potential or actual conflict of interest, and I confirm that, in case of uncertainty, the Legal Person will disclose to The FA any relevant contract. I also acknowledge that the Legal Person will be precluded from implying, directly or indirectly, that such a contractual relationship with a league, association, confederation or FIFA exists in connection with its activities as an Intermediary.

10- I declare that the Legal Person shall not accept any payment payable to a club in connection with a Transaction, such as a compensation payment, a Solidarity Payment or a Training Compensation Payment.

11- I acknowledge that the Legal Person shall not be authorised to contract with Minors or Clubs in relation to Minors.

12- I declare that the Legal Person shall not take part in, either directly or indirectly, or otherwise be associated with, betting, gambling, lotteries and similar events or transactions connected with football matches anywhere in the world. I acknowledge that the Legal Person is forbidden from having stakes, either actively or passively, in companies, concerns, organisations, etc. that promote, broker, arrange or conduct such events or transactions.

AGREEMENT TO THE JURISDICTION OF THE FA AND FIFA

13- I agree that the Legal Person is bound by the [Rules and Regulations of The FA](#) (in particular The FA Regulations on Working with Intermediaries and Rule K (Arbitration)), The FA Clearing House Protocol (as may be published by The FA from time to time) and the Statutes and Regulations of FIFA. I acknowledge that the Legal Person is subject to the regulatory jurisdiction of The FA and of FIFA.

14- I acknowledge that, should the Legal Person act in breach of or fail to comply with any requirement of the Rules or Regulations of The FA (particularly but not exclusively [The FA Regulations on Working with Intermediaries](#)) or of FIFA, that it may be subject to disciplinary proceedings before a competent body and may be liable to such sanctions (including the removal or suspension of its registration, or financial penalty) as the competent body may impose.

CONSENT TO INQUIRY AND DATA PROCESSING

15- I acknowledge that The FA and FIFA shall monitor compliance with their Rules and Regulations and inquire into any matter which may constitute misconduct under their respective Rules and Regulations.

16- I acknowledge that The FA shall be entitled to request and I agree that the Legal Person will through an authorised representative:

- attend to answer questions and provide such information at a time and place determined by The FA; and
- provide to The FA upon its request any documents, information or any other material of any nature whatsoever held by the Legal Person; and



- procure and provide to The FA upon its request any documents, information or any other material of any nature whatsoever not held by the Legal Person but which it has the power to obtain.

I further acknowledge that it is for The FA to determine the nature and extent of any material required for disclosure, which may include both personally and commercially sensitive material and data (e.g. bank statements must be disclosed in unredacted form, even where they contain items which do not relate to Intermediary Activity).

17- I consent to The FA obtaining full details of any payment of whatsoever nature made to the Legal Person by a Club or a Player for its services as an Intermediary.

18- I consent to The FA or FIFA obtaining, if necessary, for the purpose of their investigations, all contracts, agreements and records in connection with the activities of the Legal Person as an Intermediary. Equally, I consent to the aforementioned bodies also obtaining any other relevant documentation from any other party advising, facilitating or taking any active part in the negotiations for which the Legal Person is responsible.

19- I consent to The FA holding and processing any data, whether personally or commercially sensitive, for the purposes of monitoring compliance with or inquiring into any matter which may amount to misconduct under its Rules and Regulations, and for the purposes of their publication.

CONSENT TO PUBLICATION

20- I consent to The FA publishing in the public press, on a website or in any other manner:

- the outcome of any inquiry;
- reports of any hearing, order, requirement, instruction, decision, proceedings, acts, resolution, finding or penalty;
- any representations, submissions, evidence and documentation created in the course of proceedings whether or not this reflects on the character or conduct of the Legal Person.

21- I consent to The FA publishing details of any disciplinary sanctions taken against the Legal Person and informing FIFA accordingly.

22- I acknowledge that this declaration shall be made available to the members of the competent bodies of The FA and FIFA.

DATA PROTECTION AND PRIVACY

The information you provide

23 - We may ask you to provide information to us or collect data from you on different occasions, including at a number of points on the IMS Site, such as when you:

- register as an Intermediary;
- e-mail enquiries, contributions or your views to us; or
- register to receive or download information or other documentation from us.



24 - The information that you are asked to provide will vary depending on the reason for the collection. In some instances, for example where you are completing the registration process, the provision of certain information will be mandatory in order to register.

How The FA uses the information

25 - By agreeing to these Terms and Conditions you acknowledge and agree that The FA will:

- i. Where relevant, store and review any “Check” that you have provided for the purposes of the “Assessment” (Check and Assessment are as defined in the Test of Good Character and Reputation for Intermediaries);
- ii. Reserve the right to request you to provide the original of Check you submitted to The FA in order to perform the Assessment;
- iii. Use any of the information you have provided for any other reasonable purposes for which you have provided such information, including but not limited to the enforcement of the Rules and regulations of The FA.

Your right to access the information

26 - You have the right to access the information that The FA holds about you in accordance with the Data Protection Act 1998. In order to do this, please make a written application to the Data Protection Officer, at the address provided below. The FA may require you to provide verification of your identity and to pay an administrative fee (which is currently £10) to provide a copy of the information that it holds. Please note that in certain circumstances The FA may withhold access to your information where it has the right to do so under current data protection legislation.

Protection of information

27 - We are committed to protecting your privacy and we implement various security measures in relation to our processing and transfer of personal data. However, the nature of the Internet is such that the data may in some circumstances flow over networks without full security measures and could be accessible to unauthorised persons.

FINAL DECLARATION

I have declared the above in good faith, based on the information and materials currently available to me and the Legal Person, and I agree that The FA shall be entitled to undertake such checks as may be necessary to verify the information contained in these paragraphs. I also acknowledge that in the event that the situation of the Legal Person changes in relation to any of the above paragraphs, I must notify The FA within 10 (ten) days.

In addition, I acknowledge that the Legal Person is a Participant and agrees to be bound by the Rules and Regulations of The FA and the Statutes and Regulations of FIFA.

If you have any queries about our data protection policy or you wish to access your information please write to the Data Protection Officer, The Football Association, Wembley Stadium, PO Box 1966, London SW1P 9EQ.

By ticking this box, I agree to each of the above paragraphs. In addition, I once again acknowledge that the Legal Person is a Participant and agrees to be bound by the Rules and Regulations of The FA and the Statutes and Regulations of FIFA. If you are not in a position to tick this box, please contact [The FA's Financial Regulation team](#).

