**REPRESENTATION AGREEMENT between FOOTBALL AGENT, PLAYER/COACH and ENGAGING CLUB**

**THIS REPRESENTATION AGREEMENT (the “Agreement”) is made BETWEEN:**

**NAME OF FOOTBALL AGENT: [Name] (the “Football Agent”)**

**ADDRESS: [Address]**

**FIFA LICENCE NUMBER:** **[FIFA licence number]**

**FA REGISTRATION NUMBER: [FA registration number]**

**and**

**NAME OF CLIENT: [Name of player or coach] (the “Client”)**

**ADDRESS: [Address]**

**DATE OF BIRTH: [Day/Month/Year]**

**and**

**NAME OF ENGAGING CLUB: [Name] (the “Club”)**

**ADDRESS: [Address]**

The Football Agent, the Client and the Club are each referred to as a “**Party**” and together the “**Parties**”.

**BACKGROUND**

1. This is a Standard Representation Agreement as referred to in the English Football Association’s (“**The Association**”) national football agent regulations in force at the date of this Agreement (the “**FA Football Agent Regulations**”) for use where Football Agent Services are being provided to a Player or Coach and an Engaging Club in relation to the same National Transaction.
2. This Agreement contains the Obligatory Terms (shown in **bold** in this Agreement) and minimum requirements as required by the FA Football Agent Regulations.
3. The Football Agent is a natural person licensed by FIFA to perform Football Agent Services and who has registered with The Association in accordance with the FA Football Agent Regulations.
4. The Club is a football club registered or domiciled in the territory under the jurisdiction of The Association at the time this Agreement is signed.
5. The Football Agent is party to a Representation Agreement with the Client which is in force on the date of this Agreement pursuant to which the Football Agent represents the Client in the negotiation of the Client’s employment contracts (the “**Client Representation Contract**”).
6. The Club is interested in entering into an employment contract with the Client (the “**Employment Contract**”) and, in accordance with the FA Football Agent Regulations, the Club wishes to utilise the services of the Football Agent in procuring the same.
7. The Football Agent wishes to provide services to the Club and the Client in relation to the Employment Contract.
8. In accordance with the FA Football Agent Regulations:
9. the Football Agent has obtained the Client and Club’s written consent to them providing services to the Club in the form prescribed by The Association from time to time;
10. prior to entering into this Agreement, the Football Agent has informed the Client and the Club in the form prescribed by The Association from time to time of the full particulars of the proposed arrangements envisaged in this Agreement including, without limitation, the proposed fee (if any) to be paid by the Client and the Club to the Football Agent;
11. all Parties have been given a reasonable opportunity to take independent legal advice prior to providing written consent in the form prescribed by The Association from time to time; and
12. having been given such opportunity, all Parties have provided their express written consent for the Football Agent to enter into this Agreement on the proposed terms in the form prescribed by The Association from time to time.
13. The Football Agent and the Club now set out in this Agreement the terms on which the Football Agent will be appointed to provide Football Agent Services to the Club.
14. The Football Agent and the Client have also agreed that the Football Agent will continue to provide services to the Client under the terms of the Client Representation Contract.
15. Unless specified otherwise, all capitalised terms that are not defined in this Agreement shall have the meaning given to them in the FA Football Agent Regulations.

**IT IS HEREBY AGREED** as follows:

**APPLICABLE FOOTBALL AGENT REGULATIONS**

1. **Each Party shall comply with the FIFA Football Agent Regulations in force at the date of this Agreement (the “FFAR”) and the FA Football Agent Regulations in each case to the extent they apply.**

**SERVICES**

1. The Football Agent is appointed by the Club to provide the following Football Agent Services in accordance with the FA Football Agent Regulations:
	1. to act in the negotiations with the Client to conclude the terms of the Employment Contract so that the Client may be registered with the Club under the Employment Contract by The Association and, if applicable, the Premier League or Football League (the “**Club Services**”); and
	2. to work to encourage a future stable relationship between the Club and the Client during the term of the Employment Contract for the benefit of the Club and the Client (the “**Further Services**”).
2. It is acknowledged and agreed that the Football Agent shall also continue to provide services to the Client under the Client Representation Contract in connection with the negotiation of the Employment Contract (the “**Client Services**”). The Club Services, the Further Services and the Client Services shall together be known as the “**Services**”.

**TERM**

1. This Agreement shall take effect on [**the date that it is signed by all Parties**] and shall automatically terminate on [**date**] without notice (the “**Term**”).

**SERVICE FEE**

Club Services and the Further Services

1. In consideration for the provision of the Club Services and the Further Services during the Term, if the Client enters into the Employment Contract during the Term and such Employment Contract was negotiated by the Football Agent, the Club shall pay the Football Agent the following service fee (the “**Club Service Fee**”):

[**applicable service fee to be added**]

Client Services

1. In consideration for the Client Services, the Football Agent shall be paid the following service fee (the “**Client Service Fee**”):

[ ] the service fee stipulated in the Client Representation Contract; or

[ ]  the service fee set out below in which case the Client and the Football Agent agree that this shall replace the obligation to pay the service fee stipulated in the Client Representation Contract in relation to the Client Services and the Employment Contract.

[**applicable client service fee to be added if different from the service fee in the Client Representation Contract**]

If an “x” is not inserted above or if an “x” is inserted in both boxes, the Client Service Fee shall be the service fee stipulated in the Client Representation Contract.

1. If there is a conflict between what is agreed in accordance with the preceding clause and the terms of the Client Representation Contract, the terms of the preceding clause shall prevail.
2. The Parties agree that the Client Service Fee shall be paid in the manner elected in the Agents Form relating to the applicable National Transaction.

General

1. The obligations of the Club and the Client to pay the Club Service Fee and the Client Service Fee respectively hereunder shall at all times be subject to any applicable terms of the FA Football Agent Regulations and the FFAR.

**CONFLICTS OF INTEREST**

1. The Football Agent undertakes and warrants to the Club and the Client that prior to performing the Services, and at all times whilst performing the Services, it has fully discharged, and shall at all times continue to discharge, all of its duties to the Client under the laws of England and Wales, the FA Football Agent Regulations and the FFAR.

**APPLICABLE LAW AND JURISDICTION**

1. **Any dispute arising out of, or in connection with, this Agreement, including but not limited to any question regarding its existence, validity or termination, shall be exclusively determined under Rule K (Arbitration) of the Rules of The Association (as amended from time to time).**
2. **This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of England and Wales and, subject to the preceding clause, the Parties submit to the exclusive jurisdiction of the courts of England and Wales.**

**STATEMENT ON INDEPENDENT LEGAL ADVICE**

1. **The Parties agree that, before entering into this Agreement, the Parties have each been given a reasonable opportunity to take independent legal advice. In this regard, the Parties agree that the Football Agent informed the Client in writing that the Client should consider taking:**
2. **independent legal advice in relation to this Agreement; and**
3. **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 acting as a football agent for that Client.**
4. **The Client has given written confirmation of whether they have either obtained or decided not to take such independent legal advice and/or advice from the PFA or LMA in the form of the Annex to this Agreement.**

**TERMINATION**

1. A Party may terminate this Agreement in accordance with the termination rights prescribed in the FA Football Agent Regulations. A Party intending to exercise such a termination right shall do so by giving written notice to the other Parties and termination of this Agreement shall be effective from the date of such notice.

**SIGNATURES**

**A copy of this Agreement has been provided to each of the Parties and lodged with The Association as required by the FA Football Agent Regulations.**

Signed by the Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

**Print Name:**

**If the Client is a minor:**

Signed by the Client’s legal guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

**Print Name:**

**Signed by the Football Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:**

**Print Name:**

**Signed for and on behalf of Club\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:**

**Print Name:**

**Annex to Representation Agreement**

**Legal advice declaration**

**I acknowledge that, before entering into the Agreement (to which this declaration is annexed), I was informed by the Football Agent in writing that I** **should consider taking:**

1. **independent legal advice in relation to this Agreement; and**
2. **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 acting as a football agent for me.**

**I give my written confirmation (by inserting an “x” in the applicable box and by signing below) that I have:**

[ ]  **taken independent legal advice and/or advice from the PFA or LMA; or**

[ ]  **decided not to take independent legal advice and/or advice from the PFA or LMA.**

**If an “x” is not inserted above or if an “x” is inserted in both boxes, this shall be treated as a confirmation that I have decided not to take independent legal advice and/or advice from the PFA or LMA** **(provided the below is also signed).**

**Signed by the Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:**

**Print Name:**

**If the Client is a minor:**

**Signed by the Client’s legal guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:**

**Print Name:**