

## 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

































































