

# Football Agents Regulations



Quick reference guide for PLAYERS



# The Football Association Football Agents Regulations

## Key points for PLAYERS

(Numbers in brackets are references to the relevant regulations)

### Only use Agents authorised by The FA

- Players must ensure that any Agent they use to carry out Agency Activity is authorised by The FA; (A.2). An Agent is authorised if he is:
  - Licensed by The FA (App II);
  - An overseas agent who has registered with The FA (App III);
  - A Lawyer who has registered with The FA (App III);
  - A Close Relation (unpaid) (App III);
  - An Exempt Solicitor (App III);
- If you are in doubt as to the status of an Agent, ask to see proof, contact The FA or check The FA's website which lists all Authorised Agents;
- Anyone who represents Players in negotiations is acting as an Agent and must be authorised; (I.1)
- Authorised Agents and Solicitors **cannot** act as a "front" for unauthorised (unlicensed) agents (H.12). It is an offence for Players to use an unauthorised agent in negotiations (even where an Authorised Agent signs the paperwork at the end of the deal). If this happens, Players may be guilty of a breach of the Regulations as they are responsible for ensuring that they are not represented by an unauthorised agent at any time; (I.1)
- Overseas Agents and Lawyers are required to register with The FA when involved in a transfer in England (giving The FA jurisdiction over their conduct). (App III)

### Contracts

- If Players use an Agent they **must** have a written contract in place. They must ensure that they get a copy of the contract and that it is signed and dated; (B.1)

- If Players have a contract with an Agent, that Agent must only act for them and look after their interests in any negotiation. The Agent must not act for the Club; (C.6)
- Players must only enter into representation contracts with Authorised Agents as individuals, and not with the company or practice. It is the contracted individual who should carry out the Agency Activity and not another individual from the same company; (App II)
- If a Player is signed up to an Agent exclusively, he must not enter into a contract with another Agent at the same time. (NB. It is also an offence for other Agents to approach a Player whilst he's with an existing Agent); (I.3)
- A Player's contract with an Agent must **not** be for a period of more than two years. (B.7)

### Dual Representation

- If an Agent acts for a Player (eg. represents the Player or has a contract with the Player or negotiates terms on the Player's behalf etc) he must **not** act for the Club or be paid by the Club; (C.1). In addition, the Agent cannot "switch" to acting for a Club in a transaction involving that Player for a period of at least 2 transfer windows after he has represented the Player. (C.2)
- If an Agent acts for the Club in a transaction involving a Player, the Agent will not be permitted to act for a Club in relation to that Player (i) in the next transaction involving the same player or (ii) for a period of two transfer windows. This will prevent Agents from "shadow" representing Players through their careers and seeking payments from Clubs (i.e. repeatedly claiming to act for a Club when in fact the Agent is the Player's Agent). (C.3)

## Payments

- Agents acting for Players should only be paid in line with the payments that are agreed in the Player/Agent representation contract; (G.2 & G.4)
- Players are responsible for paying their Agents. Payments can be made by the Player to the Agent directly. Alternatively, payments may be administered by the Club (at the Player's request) so that the Agent's fee is deducted from the Player's net salary, and shown on the Player's pay slips. The Player should therefore be aware of the exact monies that the Agent is being paid at all times. The Player can renegotiate the terms of his Player/Agent representation contract with the Agent at the time of the deal with the Club. The terms of the Player/Agent contract (including payment terms, length of contract etc) can be varied from the previous agreement. Any changes must be agreed in writing. This does not affect the fact that the Player still has to pay the Agent either directly or via the Club by way of salary deduction; (G.5 & G.6)
- The Player must ensure that he is involved in any discussion regarding payments and that he is completely happy with whatever arrangements are entered into. If he is unsure, he should take independent advice or contact The FA or the PFA; (G.6)
- Players can pay their Agents by instalments, by an hourly rate or by a lump sum payment. Players must make sure that they agree this in advance in writing (in the Player/Agent contract) and that they are happy with the arrangements. (G.2)

## Take legal advice

- Players entering into a contract with an Agent should consider taking independent legal advice before agreeing to sign. (B.1)

## You don't have to use an agent

- If Players don't want to use an agent, they don't have to. However, if Players have a contract with an Agent, they may still have to pay the Agent even if they don't use him (depending on the terms that the Player negotiates in the Player/Agent contract). (A.2 & J.3)

## Owning shares in an agency

- Players must not own any interest or shares in agencies (over a 5% limit). (I.4)

## Using a family member as your agent

- Players can use close relations to act as their agents (eg. brothers, parents etc) but only if there is **no** payment for their services. (App III)

*This leaflet has been produced by The FA in conjunction with the PFA and is intended as a brief guide to the new Regulations and seeks to identify certain key points that relate to Players.*

*For a more detailed explanation please refer to the Regulations themselves or the accompanying detailed Guidance Notes – these are both available on The FA website [www.TheFA.com](http://www.TheFA.com). Alternatively further assistance or advice can be obtained or by telephoning The FA's inquiry line on 0844 980 8213 or via your PFA representative.*

*This leaflet does not form part of the Regulations, is subject to the terms of the Regulations and in the event of any conflict, the Regulations will apply.*

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