



THE FA REGULATIONS ON WORKING WITH INTERMEDIARIES – JUNE 2019

GUIDANCE NOTES

These notes are intended to provide guidance on certain provisions of The FA Regulations on Working with Intermediaries (“the Regulations”). These notes do not alter or replace the Regulations, which should be referred to in all cases for the complete and definitive position. In the event that there is any inconsistency between the Regulations and these guidance notes then the Regulations shall prevail. Any references in this guidance note are to the Regulations unless otherwise stated. Definitions are set out in Appendix I of the Regulations. The FA reserves the right to amend these guidance notes from time to time.

INTRODUCTION AND INTERPRETATION

These Regulations are made in accordance with Rule J and are binding on all Participants and all Intermediaries.

Intermediaries will agree to be bound by FA Rules and regulations as part of the Intermediary registration process.

New and amended regulations for the 2019/20 season are highlighted below.

A. GENERAL PRINCIPLES

Regulation	Guidance
<p>A.3. A Club, Player, Intermediary or other Participant must not so arrange matters as to conceal or misrepresent the reality and/or substance of any matters in relation to a Transaction.</p>	<p>For the avoidance of doubt this includes but is not limited to the following;</p> <ul style="list-style-type: none"> • Failure to disclose the role of an individual in a Transaction • The representative of a Player solely representing a Club in a Transaction • The creation of a sham agreement for which services were not provided (in part or in full)
<p>A.6. An Intermediary, Club and Player must ensure that all relevant contracts and documents contain the name, signature and registration number of each and every Intermediary carrying out any Intermediary Activity in relation to a Transaction (whether directly or indirectly), as well as any other information as may be required by The Association from time to time. If a Player or Club has not used the services of an Intermediary at any time in a Transaction, this fact must be stated in all relevant documents in respect of such Transaction.</p>	<p>The contracts and documents referred to in this regulation are the Player's contract of employment and the IM1 form (or IM1/NR form if no Intermediaries were used in the Transaction).</p> <p>Any individual who has conducted Intermediary Activity in relation to a Transaction must be recorded on the IM1 form.</p> <p>The IM1 should also include any subcontracted Intermediaries as well as any Intermediary who has represented the Former Club.</p> <p>It is the responsibility of all parties (including the Former Club) to ensure that the IM1 is correctly completed before it is submitted to The FA.</p>
<p>A.7. An Intermediary shall always act in the best interests of the Club and/or Player for whom they act and in accordance with their fiduciary duties.</p>	<p>This Regulation has been introduced to reinforce the importance of an Intermediary always acting in the best interests of their client and in accordance with their legal responsibilities.</p>

<p>A.8.1 An Intermediary acting under a Representation Contract for a Player must upon receipt of an Offer:</p> <p>(a) notify the Player orally; and</p> <p>(b) provide written confirmation of the Offer;</p> <p>as soon as reasonably practicable and in any event within 24 hours of receipt of the Offer.</p> <p>8.2 The obligation set out at A8.1 is without prejudice to the rules and regulations of FIFA, the Rules and regulations of The Association and any other rules and regulations of the relevant National Association and/or Competition, including without limitation any rule or regulation relating to approaches by or to Players, and any obligation to report any breaches of any relevant rules and/or regulations.</p> <p>Definition of Offer – “Offer means ‘any offer made by a Recognised Club in relation to a Player’s remuneration under a current contract of employment, or potential contract of employment which complies with the rules and regulations of FIFA, the Rules and regulations of The Association and any other rules and regulations of the relevant National Association and/or Competition.</p> <p>Note: The definition of “Offer” will appear in the definition section at Appendix I of the regulations.</p>	<p>The FA considers that any offer received by an Intermediary from a Club which sets out the proposed terms of employment (including fixed or contingent remuneration and term) shall constitute an “Offer” for the purpose of this regulation. Please note an “Offer” must comply with any relevant rules and regulations, particularly regarding illegal approaches.</p> <p>For the purpose of this regulation, written confirmation may be by text message or Whatsapp message to a Player’s current active mobile phone, or a player’s known active personal email address.</p> <p>This regulation ensures that players are made aware of all offers (made in accordance with all relevant rules and regulations) received by an Intermediary both orally and in writing within 24 hours of that offer being received. It is recommended that a record of all written notifications should be retained.</p>
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B. REPRESENTATION CONTRACT

Regulation	Guidance
<p>B.2. The Representation Contract must contain the entire agreement between the parties in relation to the Intermediary Activity, and shall, at a minimum, contain all Obligatory Terms of the relevant Standard Representation Contract. The parties may add other terms so long as they are consistent with the Obligatory Terms of the Standard Representation Contract and the requirements of these Regulations and the FIFA Regulations on Working with Intermediaries.</p>	<p>The FA has published a Standard Player/Intermediary Representation Contract and a Standard Club/Intermediary Representation Contract. These standard contracts are compliant with the requirements of the Regulations (as well as those of the FIFA Regulations on Working with Intermediaries). Intermediaries, Players and Clubs should ensure that they are either using these standard contracts or inserting the provisions of these standard contracts in their own templates</p> <p>Representation Contracts entered into with players that are playing overseas at the time of execution are not subject to the Obligatory Terms but must comply with the minimum terms set out in the FIFA Regulations on Working with Intermediaries. Once this Representation Contract has expired and if the Player is currently playing for a Club that participates in a league under The FA's jurisdiction then any new Representation Contract entered into with the Player would have to fully comply with regulation B.2 of the regulations.</p>
<p>B.3. All parties to a Representation Contract must ensure that copies of any and all Representation Contracts to which they are a party are lodged with The Association in any manner as may be prescribed from time to time. Representation Contracts must be lodged within 10 days of being executed and in any event no later than at the time of the registration of a Transaction by The Association.</p>	<p>The FA will not register a Player who is the subject of a Transaction involving an Intermediary without being provided with a copy of a current Representation Contract between that Intermediary and the party(ies) he/she/it has represented in that Transaction.</p> <p>Representation Contracts must be lodged by the Intermediary onto the IMS system, emailing a copy of the Representation Contract to a member of the Player Status Team may not constitute valid lodging</p>

<p>B.5. All parties to a Representation Contract must inform The Association in writing of any early termination, novation, variation or other event that affects the validity or status of a Representation Contract (save for the natural expiry of the contract), within 10 days of such event.</p>	<p>Any termination, novation or variation must be signed by the party(ies) and emailed into the Player Status Team. The Player Status Team will then update the IMS system accordingly.</p>
<p>B.6. Where an Intermediary assigns or subcontracts any Intermediary Activity duties or services or responsibilities in relation to a Player and/or a Club to another Intermediary, the Intermediary must:</p> <ul style="list-style-type: none"> a. lodge a copy of the Representation Contract between the assigning or subcontracting Intermediary and the Player and/or Club in accordance with Regulation B3; b. record the terms upon which those obligations are assigned or subcontracted and incorporate the written consent of the Player and/or Club in a single document; and c. complete and lodge such document in the same way as for a Representation Contract under Regulation B3. 	<p>An Intermediary is not permitted to assign or subcontract any Intermediary Activity duties or services or responsibilities to an individual who is not registered as an Intermediary with The FA. This includes any Individuals who may be registered as an Intermediary under a different national Association.</p> <p>Subcontracted Intermediaries are also required to be declared on the IM1 form.</p>
<p>B.7. Where a Player has a Representation Contract with an Intermediary, a Club must deal with that Intermediary in relation to any Transaction concerning the Player unless the Player provides a prior written request to the Club requesting it not to do so, such written request also to be provided by the Player to the Intermediary as soon as reasonably practicable and in any event prior to the Transaction taking place.</p>	<p>A Player not intending to use an Intermediary he/she is contracted to in a Transaction must notify both the Club and this Intermediary in writing of his intention not to do so before the Transaction takes place.</p> <p>The Player should be aware that he/she may still be liable for any fees agreed in a valid Representation Contract.</p>

B.8(i) An Intermediary must not, either directly or indirectly, make any approach to, or enter into any agreement with, a Player in relation to any Intermediary Activity before the 1st January of the year of the Player's sixteenth birthday.

8(ii) An Intermediary must not, either directly or indirectly, make any approach to, or enter into any agreement with, a Player between the 1st January of the year of the Player's sixteenth birthday and the date of his eighteenth birthday in relation to any Intermediary Activity without first obtaining the written consent of the Player's parent or guardian.

8(iii) A reference to an approach in this Regulation B8 includes but is not limited to contact via; any means of electronic communications such as email; telephone, SMS or mobile messaging applications (e.g WhatsApp) or social media. It shall also include a direct or indirect approach made by another person or organisation; and any direct or indirect approach to another person or organisation connected to the Player such as a member of a Player's family or friends.

This regulation imposes further safeguards in the process of dealing with Minors. The FA is concerned that Players under the age of 18 are being contacted by intermediaries without the consent of the child's parent or guardian which is considered to present safeguarding concerns and does not provide sufficient protection to Minors.

It will therefore be a requirement for an Intermediary to evidence that he or she has received written permission from a Player's parent or guardian before approaching or entering into an agreement with a Player between 1 January of the year of his 16th birthday and his 18th birthday. It will therefore be a requirement for an Intermediary to evidence that he or she has received written permission from a Player's parent or guardian before approaching or entering into an agreement with a Player between 1 January of the year of his 16th birthday and his 18th birthday. Written permission may be in hard copy or in electronic form (email, text message etc.) and should always be retained by the Intermediary to whom permission has been given. For the avoidance of doubt, an approach to a Player's parent or guardian with a view of gaining consent to approach the Player in relation to Intermediary Activity is permissible provided an Intermediary has authorisation to do so in accordance with Appendix II Paragraph 3 of the Regulations.

Whilst it is acknowledged that such a requirement imposes an additional requirement on an Intermediary when contacting a Player who is a Minor, The FA's view is that this is justified in order to continue to safeguard minor Players from direct unwanted approaches or contact.

For additional clarity, the Regulations now specify certain methods which will be deemed to constitute an 'approach' in this context. This includes but is not limited to, any messages sent via social media platforms (e.g. Instagram, Twitter or SnapChat) and any indirect marketing approaches.

<p>B.9. An Intermediary cannot enter into a Representation Contract with a Minor unless it is countersigned by the Minor’s parent or legal guardian with parental responsibility.</p>	<p>In order to enter into a Representation Contract with a Minor (or with a Club in relation to a Minor), an Intermediary must have been authorised to do so in accordance with Appendix II Paragraph 3 of the Regulations.</p> <p>For the avoidance of doubt, a company registered as an Intermediary cannot enter into a Representation Contract with a minor in accordance with Appendix II Paragraph 3 of the Regulations.</p>
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<p>B.10. An Intermediary can only enter into a Representation Contract with a Player for a maximum duration of two years.</p>	<p>Representation Contracts entered into with players playing overseas at the time of execution of the contract are not subject to this restriction. However, any Representation Contract entered into by a Player (as defined by FA Rule A.2) must have a maximum duration of two years.</p>
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<p>B.11. An Intermediary shall only enter into a single Representation Contract with the same Player at any one time.</p>	<p>This does not prevent an Intermediary and a Player entering into a new Representation Contract during the term of a current Representation Contract which has the effect of terminating the existing agreement.</p>
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C. REMUNERATION

Regulation	Guidance
<p>C.1. An Intermediary may be remunerated by the Club or the Player for whom he acts. Payment must be made in accordance with the terms of either the Representation Contract between the parties or the relevant paperwork submitted to The Association to register the Transaction.</p>	<p>A Player and Intermediary can vary the remuneration terms of their Representation Contract for a Transaction only by agreeing on different remuneration terms in the relevant paperwork (i.e. the IM1 form) submitted for this Transaction. This variation will only be effective for this Transaction and, unless otherwise agreed, the remuneration terms of the Representation Contract shall be the reference for any future Transaction.</p>

<p>C.2. Where an Intermediary undertakes Intermediary Activity for a Player, the Player may discharge his obligations to pay the Intermediary as specified in either the Representation Contract between the parties or the relevant paperwork submitted to The Association to register the Transaction in one, or more, of the following ways only:</p> <ul style="list-style-type: none"> a. the Player may pay the Intermediary directly; and/or b. only where the Player makes a request in writing to the Club, the Club may: <ul style="list-style-type: none"> (i) make an actual deduction in periodic instalment(s) from a Player’s net salary in favour of the Intermediary, so that the sums are deducted and paid in discharge of the Player’s obligation to the Intermediary contained in the relevant Representation Contract or the relevant paperwork submitted to The Association; and/or (ii) discharge the Player’s liability towards his Intermediary, as contained in the relevant Representation Contract or the relevant paperwork submitted to The Association, on the Player’s behalf as a taxable benefit. 	<p>The ‘relevant paperwork’ referred to in this regulation is the IM1 form.</p> <p>Players should always be made aware that they are likely to be liable for any payments made on their behalf by their Club as a benefit in kind.</p>
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<p>C.3. Where the Intermediary and the Player agree in the Representation Contract that a commission (either by way of lump sum or by instalments) is to be paid in respect of a Transaction, it shall be calculated on the basis of the Player’s Basic Gross Income as set out in the employment contract concluded by the Player in respect of which he was represented by the Intermediary.</p>	<p>Signing-on fees and loyalty fees can form part of the Player’s Basic Gross Income if the parties so agree at the time of the Transaction (for further information, please refer to the definition of Basic Gross Income in the Regulations).</p> <p>Remuneration in respect of services to the Player cannot be based on performance related bonuses due to the Player under his/her playing contract.</p>
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<p>C.4. Where the Intermediary and the Player agree periodic instalments and the Player's employment contract in respect of which he was represented by the Intermediary lasts longer than the Representation Contract, the Intermediary is entitled to the agreed instalments after expiry of the Representation Contract, until the Player's employment contract expires or, if earlier, until the Player signs a new employment contract without the involvement of that Intermediary.</p>	<p>Once a Representation Contract between an Intermediary and a Player that the Intermediary has acted for has expired, the Intermediary can continue to receive the instalments agreed as part of any related Transaction until:</p> <ul style="list-style-type: none"> - the Player's employment contract negotiated in the related Transaction expires; or - the Player signs a new employment contract without the involvement of that Intermediary - otherwise agreed between all parties
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<p>C.5. Any and all remuneration or payments of whatever nature, and howsoever arising, and whether direct or indirect, made to any person in relation to any Intermediary Activity for or on behalf of a Club, must be made by the Club only, and must be fully recorded in the accounting records of the Club. This does not prevent an Intermediary acting for a Club from paying another Intermediary with whom he has assigned or sub-contracted any Intermediary Activity duties or services or responsibilities in accordance with Regulation B6.</p>	<p>When a Club pays The FA Clearing House monies relating to a Transaction whereby one Intermediary has subcontracted services to another Intermediary, the Club can instruct The FA Clearing House to pay the full amount to one Intermediary or to pay both Intermediaries as per the terms of the subcontract.</p>
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<p>C.8. Save when acting further to Regulation B6, an Intermediary, or an Intermediary's Organisation, must not pass any remuneration directly relating to Intermediary Activity to any other person. This does not affect the ability of an Organisation to pay its employees or contractors pursuant to their employment or other contracts or any other parties for purposes unrelated to any Intermediary Activity.</p>	<p>For the avoidance of doubt this includes any payment that is assigned or novated to another Intermediary as a result of a settlement agreement related to a Representation Contract.</p>
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<p>C.10. Players and/or Clubs that engage the services of an Intermediary when negotiating an employment contract and/or a transfer agreement are prohibited from making any payments to such Intermediary if the Player concerned is a Minor.</p>	<p>A Player or Club may pay an Intermediary in relation to a Transaction completed while the Player was a Minor only in the following circumstances:</p> <ul style="list-style-type: none"> - The completed Transaction is in respect of the Player signing a Professional Contract with the Club. - Any payments due are scheduled for after the Player turns 18 years of age. <p>For the avoidance of doubt, an Intermediary is prohibited from receiving any remuneration in relation to a Player entering into a Scholarship agreement.</p>
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<p>C.11. As a recommendation, Players, Clubs and Intermediaries may adopt the following benchmarks:</p> <ul style="list-style-type: none">a. The total amount of remuneration per Transaction due to Intermediaries who have been engaged to act on a Player’s behalf should not exceed three per cent (3%) of the Player’s Basic Gross Income for the entire duration of the relevant employment contract.b. The total amount of remuneration per Transaction due to Intermediaries who have been engaged to act on a Club’s behalf in order to conclude an employment contract with a Player should not exceed three per cent (3%) of the Player’s eventual Basic Gross Income for the entire duration of the relevant employment contract.c. Subject to Regulation E5, the total amount of remuneration per Transaction due to Intermediaries who have been engaged to act on a Club’s behalf in order to conclude a transfer agreement should not exceed three per cent (3%) of the eventual transfer compensation paid in connection with the relevant transfer of the Player.	<p>Please note the recommendation at Regulation C11 is non-binding. Clubs and Players are free to remunerate Intermediaries as they wish, so long as it is in accordance with the Regulations.</p>
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C.12. An Intermediary shall within 30 days of the end of each Reporting Period provide any Player with whom they have or have had a Representation Contract with an Annual Return during that Registration Period. The Association shall be entitled to request a copy of any Annual Return provided to a Player and the Intermediary must comply with any such request within 14 days of the date of the request.

Definition of Annual Return – “Annual Return” means a schedule (in the form prescribed by The Association from time to time) detailing all payments of any kind whatsoever (including all remuneration, fees and expenses) made by a Player (or by a Club on behalf of the Player) to an Intermediary and/or Intermediary’s Organisation during a Reporting Period.

Definition of Reporting Period - “Reporting Period” means the period between 1 July of the previous calendar year and 30 June of the current calendar year.

Note: The definitions of “Annual Return” and “Reporting Period” will appear in the definition section at Appendix I of the regulations.

The Annual Return will summarise all payments made by a Player to an Intermediary or Intermediary’s Organisation in the previous 12 months. This will help ensure that that the player has full transparency regarding all sums paid to an Intermediary, and maintain a consistent minimum standard of reporting remuneration to a Player on an annual basis.

A form of Annual Return and further guidance on this procedure will be issued in due course and ahead of the end of the Reporting Period ending on 30 June 2020.

D. DISCLOSURE AND PUBLICATION

Regulation	Guidance
D.5. An Intermediary or Intermediary's Organisation shall disclose to The Association any agreement with another Intermediary or Intermediary's Organisation which purports to resolve any past, existing, or future dispute between the parties regarding a Player and/or Club in relation to Intermediary Activity.	<p>In order to ensure there is transparency of arrangements in relation to Intermediary Activity, Intermediaries/Intermediary's Organisations are required to submit any settlement agreement they enter into with another Intermediary/Intermediary's Organisation in relation to Intermediary Activity to The Association.</p> <p>The FA is particularly concerned about agreements which include percentages of future fees.</p> <p>In the event that there is any doubt as to whether an agreement should be disclosed, it is advised that the Intermediary/Intermediary's Organisation contact The FA.</p>

E. CONFLICTS OF INTEREST

Regulation	Guidance
E.1. An Intermediary may only act for one party to a Transaction save where the Intermediary and other relevant parties comply in full with the requirements regarding consent for dual/ multiple representation set out at Regulations E2 and E3. The content of Regulations E2 and E3 must also be complied with prior to any situation where two or more Connected Intermediaries are proposing to act for more than one party to a Transaction. In that case, the Connected Intermediaries will collectively be required to comply with the requirements of Regulations E2 and E3.	<p>An Intermediary (or two or more Connected Intermediaries) can act for two or more parties to a Transaction so long as the parties to that Transaction comply with the content of regulations E.2 and E.3. Consequently, the following scenarios (amongst others) are permitted (subject to regulations E.2 and E.3 being abided by):</p> <ul style="list-style-type: none">- An Intermediary acting for a Player, selling Club and buying Club in the same Transaction;- Two (or more) Intermediaries from the same Organisation each representing one party to the same Transaction.

E.4. An Intermediary, any individual or legal person with an interest in an Intermediary's Organisation or an Intermediary's Organisation shall not have an interest in a Club. Similarly, a Player, Club, Club Official, Manager or any individual or entity with an interest in a Club shall not have any interest in the business or affairs of an Intermediary or an Intermediary's Organisation.

Such interest shall be defined as:

- a. beneficial ownership of more than 5% of any entity, firm or company through which the activities of the Club or Intermediary (as applicable) are conducted and/ or**
- b. being in a position or having any association that may enable the exercise of a material, financial, commercial, administrative, managerial or any other influence over the affairs of the Club or Intermediary (as applicable) whether directly or indirectly and whether formally or informally.**

An interest for the purposes of clauses (a) and (b) above includes an interest of:

- (i) a spouse, child, stepchild, parent or sibling of the Intermediary, Player, Club Official or Manager (as applicable); and/or**
- (ii) a company in which any legal or beneficial interest or any proportion or share is held by the Intermediary, Player, Club Official or Manager or any spouse, child, stepchild, parent or sibling of the Intermediary, Player, Club Official or Manager (as applicable) (save for a holding of less than 5%); and/or**
- (iii) a company over whose affairs financial, commercial, administrative, managerial**

A Player, Club Official or Manager being the spouse, child, stepchild, parent or sibling of an Intermediary will not be deemed to hold an Interest in the business or affairs of an Intermediary or an Intermediary's Organisation by the simple fact of being the spouse, child, stepchild, parent or sibling of that Intermediary. This Regulation has been extended to include individuals with an 'interest' in a Club or Intermediary Organisation. 'Interest' is as defined in the Regulations.

or any other control or influence can be exercised by the individual or any spouse, child, stepchild, parent or sibling of the Intermediary, Player, Club Official or Manager (as applicable).

E.5. An Intermediary must not have, either directly or indirectly, any interest of any nature whatsoever in relation to a registration right or an economic right. This includes, but is not limited to, owning any interest in any transfer compensation or future transfer value of a Player or payments contingent on the future transfer of a Player. This does not prevent an Intermediary acting solely for a Club in relation to a Transaction to transfer a Player's registration being remunerated by reference to the total amount of transfer compensation generated by solely that Transaction.

Other than when acting solely for a Club in relation to the sale of a Player (in which case the Intermediary may be remunerated by reference to the total transfer compensation generated by that Transaction), an Intermediary cannot retain a share in any future transfer fee or in any fee contingent on the future transfer of a Player.

Further to this regulation, the following scenarios are prohibited (this is not an exhaustive list):

- An Intermediary representing a Player in a Transaction (either exclusively or as part of a dual representation) and being remunerated in relation to the transfer compensation generated by this Transaction;
- An Intermediary representing a Club in a Transaction and being remunerated in relation to the transfer compensation to be generated by any future Transaction

E.8.

(i) A Player, Club, Club Official or Manager must disclose to The Association any agreement or contractual or other arrangement whether formal or informal that exists between any Player, Club, Club Official or Manager and any Intermediary (or an Intermediary's Organisation) whereby any money is paid by or on behalf of such Intermediary (or such Intermediary's Organisation) to such Player, Club, Club Official or Manager. Such disclosure must be made within ten days of the Intermediary entering into such a contractual or customary arrangement with the Player, Club, Club Official or Manager.

(ii) An Intermediary must disclose to The Association any agreement or contractual or other arrangement whether formal or informal that exists between themselves (or the Intermediary's Organisation through which they operate) and any Player, Club, Club Official or Manager whereby any money is paid by or on behalf of such Intermediary (or such Intermediary's Organisation) to such Player, Club, Club Official or Manager. Such disclosure must be made within ten days of the Intermediary entering into such a contractual or customary arrangement with the Player, Club, Club Official or Manager.

(iii) A Club shall disclose to The Association any agreement of any nature that it has entered into with an Intermediary and/or Intermediary's Organisation regarding the provision of services.

In order to ensure that there is full transparency of arrangements that Intermediaries/Intermediary Organisations enter into with Clubs, there is now an express obligation on Clubs to disclose any agreement they have with an Intermediary/Intermediary's Organisation for the provision of any services. This includes any agreements that go beyond the provision of services for Intermediary Activity to that Club. This includes but is not limited to, any scouting or consulting agreements entered into between a Club and an intermediary or Intermediary's Organisation.

<p>E.9. An Intermediary must disclose to The Association any agreement or contractual or other arrangement whether formal or informal that exists between that Intermediary and any Club Official, Manager or Club in respect of a Club Official or Manager whereby such Intermediary represents the interests of any such Club Official, Manager or Club in respect of a Club Official or Manager. Such disclosure must be made within 10 days of:</p> <ul style="list-style-type: none"> a. the Intermediary entering into such an agreement or contractual or other arrangement with a Club Official, Manager or Club in respect of a Club Official or Manager; or b. an individual becoming a Club Official or Manager and having a pre-existing agreement or contractual or other arrangement with an Intermediary; or c. a person registering as an Intermediary and having a pre-existing agreement or contractual or other arrangement with a Club Official, Manager or Club in respect of a Club Official or Manager. 	<p>An Intermediary must disclose to The FA any agreements, including Representation Contracts they have entered into with a Club Official or Manager within 10 days of execution</p>
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<p>E.10. Intermediaries, Players, Clubs, Club Officials and Managers shall disclose in writing any actual or potential conflict of interest they might have in relation to a Transaction and shall obtain the express written consent of the other parties involved in the matter (in the form prescribed by The Association from time to time) in order for their activity in the Transaction to continue. A copy of this form shall be disclosed to The Association within 10 days of being completed and in any event no later than at the time of the registration of a Transaction by The Association.</p>	<p>For the purpose of these regulations, the act of dual Representation alone is not considered a conflict of interest.</p> <p>A Player being the spouse, child, stepchild, parent or sibling of an Intermediary is not considered a conflict of interest.</p> <p>Potential conflicts of interest that do fall under consideration may include but are not limited to the following;</p> <ul style="list-style-type: none"> - a Club Official or Manager being the spouse, child, stepchild, parent or sibling of an Intermediary. - - a Club Official or Manager being the spouse, child, stepchild, parent or sibling of an employee of the Intermediary's Organisation. <p>The IM2 form should be used to disclose any potential conflict.</p>
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<p>E.11.1 An Intermediary or Intermediary's Organisation shall not enter into any form of sponsorship agreement with a Club participating in the Premier League, EFL, or National League System at Steps 1 to 4.</p> <p>11.2 No Club participating in the Premier League, EFL, or National League System from Steps 1 to 4, may enter into any form of sponsorship agreement with an Intermediary or Intermediary's Organisation.</p> <p>11.3 Any sponsorship agreement entered into between any Club not subject to the prohibition set out above and any Intermediary and/or Intermediary's Organisation shall be disclosed to The Association by the relevant Club(s).</p>	<p>This regulation is to prevent an Intermediary or Intermediary Organisation sponsoring a Club at the highest levels of the men's game. At present such sponsorship is permitted in the women's game but the situation will be monitored going forward.</p> <p>Please note this regulation does not preclude Intermediaries or Intermediary's Organisations from purchasing commercial hospitality packages from Clubs in the ordinary course of business.</p> <p>This provision should be read in conjunction with the remainder of Regulation E, and in particular Regulation E4, 'Restriction on Conflict of Interest'.</p>
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G. MISCELLANEOUS

Regulation	Guidance
<p>G.2. An Intermediary (whether an individual or operating through an Organisation) is responsible for ensuring that any of its employees (if applicable), contractors or agents who are not registered as an Intermediary are prohibited from carrying out any Intermediary Activity.</p>	<p>The Intermediary or Intermediary’s Organisation may be held responsible and face possible sanction from The FA for any regulatory breaches committed by an employee, contractor or consultant of the Intermediary or Intermediary’s Organisation.</p>

APPENDIX I – DEFINITIONS

Definition	Guidance
<p>“Intermediary Activity” means acting in any way and at any time, either directly or indirectly, for or on behalf of a Player or a Club in relation to any matter relating to a Transaction. This includes, but is not limited to, entering into a Representation Contract with a Player or a Club;</p> <p>For the avoidance of doubt, a Club Official is not acting as an Intermediary when he carries out any Intermediary Activity in relation to any matter relating to a Transaction for or on behalf of that Club. Similarly, a Lawyer is not acting as an Intermediary when he solely and exclusively undertakes or provides Permitted Legal Advice in relation to any matter relating to a Transaction;</p>	<p>The following is a non-exhaustive list of Intermediary Activity for which an individual needs to be registered as an Intermediary (each of the circumstances listed below is for, or in relation to a Transaction):</p> <ul style="list-style-type: none"> - Personally representing the interests of a Player or Club; - Negotiating with a Club on behalf of a Player or another Club; - Negotiating with a Club in relation to a Player; - Advising Players in relation to aspects (which includes, but is not limited to, the financial aspects) of an employment contract or other contract; - Advising Clubs in relation to contracts (which includes, but is not limited to, the financial aspects of contracts); - Representing Clubs or Players at meetings; - Introducing Players to Clubs (or vice versa) ; - Introducing Clubs or Players to third parties ; - Discussing the terms of possible deals with Players or Clubs; - Facilitating a Transaction by discussing the availability of a Player with a Club;

APPENDIX II – ELIGIBILITY

Regulation	Guidance
<p>1.1 Any natural or legal person who wishes to act as an Intermediary shall register with The Association in the form as may be prescribed from time to time. The Registration shall be valid for 1 year.</p>	<p>A natural person for the purpose of these regulations is an individual that wishes to register as an Intermediary.</p> <p>A legal person for the purpose of these regulations is a Company that wishes to register as an Intermediary.</p> <p>Anyone wishing to conduct Intermediary Activity on behalf of a legal person must first be registered as a natural person and continue to maintain their registration as a natural person.</p>

APPENDIX II – REQUIREMENTS RELATING TO MINORS

Regulation	Guidance
<p>3.1 Prior to entering into a Representation Contract with a Minor or with a Club in respect of a Minor, an Intermediary must obtain from The Association additional authorisation to deal with Minors. This authorisation can be applied for by an Intermediary when registering with The Association in accordance with Appendix II or at any point after his Registration. This authorisation shall be valid for 3 years, subject to the Intermediary remaining registered in accordance with paragraph 1.1.</p>	<p>Any Registered Intermediaries wishing to conduct intermediary activity in relation to a minor must have first obtained a specific Football Intermediary DBS and have had it <u>approved by The FA</u>.</p> <p>For the avoidance of doubt a DBS check obtained for any other footballing roles (E.g. Coaching, Refereeing, Club Welfare etc.) will not be accepted.</p> <p>Details of how to obtain your DBS can be found here</p> <p>Your status can be checked both via the IMS portal and on The FA list of Registered Intermediaries. If you are in any doubt you should contact The FA Player Status team.</p> <p>Any Intermediary failing to obtain such authorisation entering into an agreement with a Minor may be liable to a charge by The FA.</p>

TEST OF GOOD CHARACTER AND REPUTATION FOR INTERMEDIARIES

The FAs Test of Good Character and Reputation for Intermediaries has been updated effective June 2019.

B.1 of the disqualifying conditions has been updated to also included offences considered to fall within the category of a sexual crime.

The Test of Good Character and Reputation for Intermediaries can be found [here](#).