

The FA Football Agent Regulations Guidance

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1. Introduction

1.1. Purpose

These guidance notes are designed to assist Players, Coaches, Clubs and FA Registered Football Agents (“**Agent**”) with their understanding of The FA’s Football Agent Regulations (“**FA Agent Regulations**”).¹

They should not be used as a substitute for the FA Agent Regulations themselves, which should be read before entering into any transaction or representation agreement.

In the event of any conflict between these guidance notes and the FA Agent Regulations (and any guidance contained within the FA Agent Regulations), the FA Agent Regulations will take precedence.

Any questions regarding the application of the FA Agent Regulations should be directed to the following email addresses:

- For Clubs: FootballAgents@thefa.com
- For Agents: FootballAgentsQueries@thefa.com

1.2. Relationship between the ‘FIFA Football Agent Regulations’ and the ‘FA Agent Regulations’

On 16 December 2022, FIFA approved new FIFA Football Agent Regulations (the “**FFAR**”):

- The FFAR can be found [here](#).
- The FFAR FAQs can be found [here](#).

Pursuant to the FFAR, The FA must introduce its own regulations which are consistent with the FFAR to govern the conduct and use of Agents in England.

The FA therefore introduced new FA Agent Regulations which came into force on 1 January 2024.

Players, Coaches, Clubs and Agents should be aware that the FA Agent Regulations apply alongside the FFAR which are already in force.

The set of regulations that governs a particular activity broadly depends on the nature of that activity (i.e. whether it is national or international). This is addressed in further detail in section 2 below.

1.3. Worldwide temporary suspension of certain FFAR provisions (as of 30 December 2023)

On 30 December 2023:²

- The Bureau of the FIFA Council approved a worldwide temporary suspension of the FFAR provisions affected by the injunction granted by the District Court of Dortmund (Germany); and

¹ The terms Player, Coach, Club and FA Registered Football Agent have the meaning given to them in The FA’s Rules and regulations. For the avoidance of doubt, a ‘Club’ or ‘English Club’ includes any football club playing in English competitions. For simplicity, unless the context otherwise requires it, given that in general the regulations that apply to Players also apply to Coaches, this guidance focuses on the position in respect of Players.

² See FIFA Circular 1873 dated 30 December 2023, available [here](#).

- FIFA recommended that all national associations suspend the equivalent provisions from their own regulations.

A number of provisions of the FA Agent Regulations have therefore been temporarily suspended. The suspended provisions are shaded in grey in the FA Agent Regulations.³

These guidance notes do not, therefore, cover the suspended provisions but shall be updated in due course should there be any relevant change to the regulatory position.

1.4. Key changes to the regulation of Agents in England from 1 January 2024

From 1 January 2024, the new FA Agent Regulations superseded The FA's Intermediaries Regulations and a number of key changes to the regulation of football agents in England took effect. These key changes are summarised in the table below.

Participants should be aware that the points set out in the table reflect the headline changes only. For more details in respect of each change, including any exceptions that may apply, Participants should refer to the relevant section of this guidance (as shown in the table below) - and be aware that this guidance should always be read in conjunction with both the FA Agent Regulations and the FFAR themselves.

	Headlines	Core Details	Section of this guidance
1.	FIFA Football Agent Licence required	A FIFA Football Agent Licence is required to become an 'FA Registered Football Agent'.	3
2.	Registration with The FA	To become a football agent in England, a person must be registered with The FA as an 'FA Registered Football Agent'.	3
3.	FIFA approval to work with Minors	In order to work with Minors in England, an 'FA Registered Football Agent' must first fulfil both FIFA's and The FA's requirements to do so.	5
4.	Age limit on when an Agent can enter into an agreement with a Minor	Agents are prohibited from entering into any form of agreement with a Minor before 1 January in the academic year in which the Minor reaches the age of 16.	5
5.	FA Agent Regulations apply to Coaches	The FA Agent Regulations apply to football agent services performed by Agents in respect of Coaches.	7

³ The latest version of the FA Agent Regulations is available [here](#).

	Headlines	Core Details	Section of this guidance
6.	Agencies cannot perform football agent services	An Agency (i.e. a company) can no longer register with The FA as an agent and must not enter into a representation agreement without a natural person 'FA Registered Football Agent' also being a party to that agreement.	4
7.	Service fees to Players' Agent(s) can include % of conditional Player remuneration	An Agent representing a Player can now receive a percentage of a Player's conditional remuneration (e.g. performance related bonuses).	11

2. Scope

Key points
<ul style="list-style-type: none"> Subject to limited exceptions (i) the FFAR apply to transactions and representation agreements that are <u>international</u> in scope; and (ii) the FA Agent Regulations apply to transactions and representation agreements that are <u>national</u> in scope.

2.1. Scope of the FFAR vs. the FA Agent Regulations

This section of the guidance sets out the basis on which the FFAR or the FA Agent Regulations apply to any given representation agreement or transaction.

Representation agreements

The regulations that govern a representation agreement and the football agent services performed pursuant to that agreement need to be considered at both (i) the point at which the agreement is entered into; and (ii) again at the time of the transaction:

- In most cases, the transaction which a representation agreement governs will not be known when the representation agreement is first entered into. These 'general' representation agreements do not identify a specific transaction. At the point at which a 'general' representation agreement is entered into with an English Club or a Player registered in England where no specific transaction is in contemplation, that representation agreement will be governed by the FA Agent Regulations.
- At the point at which a representation agreement governs football agent services in relation to an international transaction, that representation agreement will be governed by the FFAR.

Transactions

The table below sets out which types of transaction are national in scope, and which are international:

Scope	Type of transaction	Governed by
National	A Player registered in England: <ul style="list-style-type: none"> enters into a new contract with an English Club (including if that Player is on loan to a club outside of England); is transferred (either permanently or on loan) from one English Club to another English Club; or terminates or cancels their contract with an English Club. 	FA Agent Regulations
International	A Player registered in England is transferred (either permanently or on loan) from an English Club to a club outside of England.	FFAR <i>But note that the requirements of the FA Agent Regulations still apply as regards the requirement for an Agent to: (i) be registered with The FA (see section 3 below); and (ii) complete/lodge documents with The FA (see section 9 below).</i>
	A player registered outside of England is transferred (either permanently or on loan) from a club outside of England to an English Club. ⁴	

2.2. Investigation and Enforcement

The FA shall investigate and take disciplinary action in respect of suspected breaches of the FA Agent Regulations.

Suspected breaches of the FFAR shall be referred to FIFA for investigation and disciplinary sanctions. The imposition of sanctions by FIFA for breaches of the FFAR may be delayed until after the temporary suspension of Article 21 FFAR has been lifted (for further details, see section 1.3 above).

The FA reserves the right to investigate and take its own disciplinary action in respect of suspected breaches of the FFAR under FA Rules F, E1.4 and E3.

⁴ The FA Agent Regulations shall also apply in respect of such transactions where the relevant Representation Agreement governs the continuing provision of Football Agent Services by a Football Agent to: (i) a Player who has registered with a Club following an international transfer; (ii) a Coach who has moved internationally to a Club from a club; or (iii) the Club who has registered that Player or to which that Coach has moved.

3. Registering as an 'FA Registered Football Agent'

Key points

- FIFA Licensed Football Agents must be registered with The FA prior to entering into a representation agreement with, or performing football agent services for, an English Club.
- FIFA Licensed Football Agents must also be registered with The FA prior to entering into a representation agreement with, or performing football agent services for, a Coach/Player registered in England, unless the football agent services and the representation agreement relate solely and specifically to the international transfer of the Player to an identified club outside of England.
- Registration with The FA is also required before making an approach to a Club or Player.
- The FA Agents Portal is the platform where Agents will be required to comply with a number of the requirements of the FA Agent Regulations.
- There is no fee to register as an 'FA Registered Football Agent'.

3.1. Requirement to register with The FA

A person must be registered with The FA as an 'FA Registered Football Agent' before:

- (i) Making an approach to an English Club or a Player registered with an English Club (see section 8 on approaches below); or
- (ii) Entering into a representation agreement with, or performing football agent services for, any of the following (unless a stated exception applies):

Client	Exception
An English Club	None.
A Player registered with an English Club	The football agent services and the representation agreement relate solely and specifically to the international transfer of the Player to an identified club outside of England.

Where an Agent acts for a player registered with a club outside of England in relation to the transfer of that player to an English Club, that Agent must register with The FA as an 'FA Registered Football Agent' in order to continue to provide football agent services following the completion of the transaction.

3.2. Registration criteria and form

To register as an 'FA Registered Football Agent' an individual must first be a FIFA Licensed Football Agent.

Once an individual has obtained their FIFA Football Agent Licence they will need to complete the FA Agent Registration Form – found [here](#). Following submission of the form, The FA will review the application. If the application is approved, the applicant will receive a link via e-mail to sign up to The FA Agents Portal. Once this step has been completed, the individual will be confirmed as an 'FA Registered Football Agent'.

There is no fee for registering as an Agent. A FIFA Football Agent Licence must be maintained to remain registered as an 'FA Registered Football Agent'.

3.3. The FA Agents Portal

The FA Agents Portal is where an Agent will be able to check their registration status, update company details, request authorisation to work with Minors and upload/review representation agreements.

3.4. Digital ID for Agents

The FA will provide further information with regards to the digital ID in due course.

3.5. FA/FIFA Agents Lists

Players, Clubs and Agents can check the status of an Agent's registration and/or authorisation to work with Minors using the two publicly available resources below:

- The FIFA Football Agents Directory contains a list of all FIFA Licensed Football Agents - <https://agents.fifa.com/directory-agents>.⁵
- The FA list of 'FA Registered Football Agents' can be found on TheFA.com [here](#).
- A list of sanctions and suspensions of FA Registered Football Agents including those who are currently suspended from performing football agent services can be found [here](#).

4. **Working through an Agency**

Key points

- Only a natural person can perform football agent services under a representation agreement.
- An Agency (i.e. a company) cannot register with The FA or perform football agent services.
- This means that the 'FA Registered Football Agent' must always be a party to the representation agreement and be the one performing the football agent services.
- The Agent's Agency can in addition also be a party to the representation agreement, but cannot perform football agent services.
- Any regulatory obligation owed by the FA Registered Football Agent pursuant to the FA Agent Regulations must be met by that Agent and cannot be met by the Agency.

4.1. Conducting business affairs through an Agency

Under The FA's previous Intermediaries Regulations, a football Agency (i.e. a company) was able to: (i) register with The FA; and (ii) enter into a representation agreement with a Player/Club without a natural person Agent also being a party to that agreement.

These practices are not permitted under the new FA Agent Regulations.

⁵ As at the date of publication of this Guidance, the FIFA Football Agents Directory webpage is under maintenance. A further way of checking an Agent's FIFA licensing status / FIFA authorisation to work with Minors is to request that individual's FIFA Digital ID.

Under the new regulations, only a natural person 'FA Registered Football Agent' can perform football agent services under a representation agreement. This means that the 'FA Registered Football Agent' must always:

- (i) be a party to the representation agreement; and
- (ii) be the one performing the football agent services.

The Agent's Agency can in addition also be a party to the representation agreement but cannot perform football agent services and cannot meet any regulatory obligation owed by that Agent on their behalf.

4.2. Responsibility for conduct of the Agency and its staff

When an Agent conducts their business affairs through an Agency, the Agent is responsible for ensuring that their Agency and its staff comply with FA Rules and regulations. An Agent should use reasonable endeavours to ensure compliance by staff and to make staff aware of the FA Rules and the FA Agent Regulations.

Agency staff (other than the Agent) must not:

- (i) Perform football agent services.
- (ii) Enter into a representation agreement.
- (iii) Make an approach to a Player or Club.

4.3. Circumstances where an Agent leaves their Agency

If the Agent leaves their Agency, the consequences shall be a matter for the Agency, the Agent and their clients to determine in accordance with the relevant representation agreement, the Agent's terms of engagement with their Agency and any other applicable terms and conditions in place between the parties.

In the instance where a Representation Agreement is novated (e.g. there is a change to the Agent who shall perform the football agent services under the representation agreement), it must be recorded in the CH1 Form and submitted to The FA within 14 days of the novation taking effect. This form should be submitted to The FA via The FA Agents Portal along with the original Representation Agreement. All parties to the novation must sign the CH1 Form for The FA to recognise the change of Agent.

4.4. Transitional measures – existing representation agreements entered into by Agencies

Transitional measures are in place for representation agreements entered into by Agencies before 1 January 2024 without an Agent also being a party.

In these circumstances the Agency must:

- (i) nominate an Agent to perform any football agent services; and
- (ii) confirm the identity of that Agent in writing to the Player or Club, and the FA.

5. Minors

Key points

- Additional authorisation is required from both FIFA and The FA before working with Minors.
- An Agent is prohibited from entering into any form of agreement with a Minor before 1 January in the academic year in which the Minor reaches the age of 16.
- An Agent's existing authorisation to work with Minors under the Intermediaries Regulations will be carried over if the Agent fulfils FIFA's Minor requirements and is registered with The FA.

5.1. Authorisation to work with Minors

An Agent must have additional authorisation from The FA to work with Minors. To obtain additional authorisation an Agent must apply for authorisation via The FA Agents Platform. An Agent only has authorisation to work with Minors when they have received confirmation from The FA.

The criteria for additional authorisation is as follows:

- (i) fulfil FIFA's requirements to work with Minors;
- (ii) hold a valid registration with The FA and a valid FIFA licence; and
- (iii) satisfy The FA's requirements – for this purpose an applicant must provide an enhanced criminal record check or recognised equivalent which has been issued within the three months prior to submission to The FA. Further information on criminal record checks can be found on the agents section of TheFA.com – [here](#).

FA authorisation to work with Minors is valid for three years, at which point it must be renewed.

An Agent who was authorised to work with Minors under The FA's Intermediaries Regulations when the FA Agent Regulations came into force will remain authorised to work with Minors under the FA Agent Regulations (until the original expiry date for that authorisation) provided that they have fulfilled FIFA's requirements to work with Minors and subject to continuing to meet The FA's requirements for authorisation. A further enhanced criminal record check will not be required for such authorisation to continue.

5.2. Approaches and representation agreements

An approach to a Minor may only be made once prior written consent has been received from the Minor's legal guardian.

An Agent cannot approach a Minor (or their legal guardian) until the 1 January in the academic year in which the Minor turns 16 years old.

Similarly, an Agent may not enter into any form of agreement with a Minor until the 1 January in the academic year in which the Minor turns 16 years old.

For the years 2023 – 2025 the relevant permitted approach dates are below:

Period in which Minor reaches the age of 16	Date from which an approach may be made to the Minor / an Agent may enter into an agreement with the Minor
Before 1 September 2023	1 January 2023
1 September 2023 to 31 August 2024	1 January 2024
1 September 2024 to 31 August 2025	1 January 2025

Before entering into a representation agreement with a Minor, prior written consent must be obtained from the Minor’s legal guardian.

6. Completing a transaction

Key points
<ul style="list-style-type: none"> • Differences in the requirements for national and international transactions. • Updated FA Forms. • Requirement to provide additional Agent information in FIFA TMS.

6.1. Transaction Checklists

The table below sets out what a Club should check or complete when registering a player. Failure to comply with or complete any of the below steps may result in the registration of the player being delayed or rejected. The actions may differ when selling or loaning a Player to a club outside of England.

Transaction Checklist (registering a player)		
	Check	Guidance
1.	Ensure that the Agent representing the Player/Coach/Club is registered with The FA and has authorisation to work with Minors (if required).	Check FA list and FIFA Digital ID
2.	Ensure that valid representation agreements are in place.	Request proof of the existence of the agreement before entering negotiations.
3.	Check that the Player’s Agent has lodged the representation agreement with The FA.	A missing representation agreement may lead to delays in registering the Player. The Agent can provide a screenshot from The FA Agents Portal or you can check with The FA Player Status team.
4.	Ensure that the Agent(s) used are declared in the playing contract and/or transfer agreement.	

Transaction Checklist (registering a player)		
	Check	Guidance
5.	Ensure payment to the Agent in respect of Player/Coach Services is as per the agreed remuneration stipulated in the relevant Player / Coach representation agreement	Please note that where the service fee payment is to be higher, then the relevant representation agreement must be varied accordingly and lodged with The FA. Alternatively, the relevant parties may enter into a tripartite agreement which includes the higher service fee payment.
6.	Complete AF1 Form.	
7.	Submit AF1 Form and club-agent/tripartite representation agreement to The FA via iFAS/CPS.	
8.	In addition, for international transactions, enter the required information in FIFA TMS.	https://support.fifatms.com/en/support/solutions/articles/7000084197-declaring-agent-information

6.2. FIFA TMS

Clubs are reminded that, since 1 October 2023, FIFA TMS requires additional Agents information to be provided when completing an international transfer. Further information can be found [here](#).

7. **Coaches**

The use of an Agent when appointing a Coach is now covered by the FA Agent Regulations. Clubs and Agents should be aware of the below requirements:

- Agents: Representation agreements with Coaches must be uploaded to The FA Agents Portal.
- Clubs: The AF1 Form and relevant Club/Agent representation agreement should be e-mailed to footballagents@thefa.com no later than 5 days after completion.
- Clubs: In the instance where a Head Coach has been employed and no party has used the services of an Agent in the Transaction, an AF1/NR Form should be e-mailed to footballagents@thefa.com no later than 5 days after completion.
- Coaches: Must ensure that they are using an 'FA Registered Football Agent'.

8. **Approaches**

Key points
<ul style="list-style-type: none"> • Only an 'FA Registered Football Agent' can approach an English Club or a Player/Coach who is registered in England. • An Agent can approach a Player who is in the last two months of their current representation agreement. • There are different approach rules for Minors (see section 5 above)

8.1. The meaning of an approach

An approach means:

- (i) any physical, in-person contact or contact via any means of electronic communication with a Player or Club;
- (ii) any direct or indirect contact with another person or organisation linked to a Player or Club, such as a family member or friend; or
- (iii) any action when an Agent uses or directs another person or organisation to contact a Player or Club on their behalf in the manner described in (i) or (ii) above.

For the avoidance of doubt, an approach is not limited to the initial contact.

8.2. Registration requirement

Before making an approach to an English Club or a Player registered with an English Club, an Agent must be registered with The FA as an 'FA Registered Football Agent' (see section 3 on registering as an 'FA Registered Football Agent' above).

8.3. Rules regarding approaches

An Agent must not:

- (i) make an approach to any Player or Club in an exclusive representation agreement with another Agent, unless that contract is in the last two months of its term;
- (ii) make an approach or enter negotiations with a view to completing a transaction regarding any Player with the aim of inducing them to prematurely terminate their employment contract without just cause or violate any obligations in their employment contract; or
- (iii) offer to or make any payments to (a) any official or employee of a Club or National Association in connection with football agent services; or (b) a Player (or any family member or legal guardian or friend of that Player) in relation to a representation agreement with that Agent.

Note: where point (i) above relates to a Club, the Agent may not make an approach to the Club where that approach relates to the provision of football agent services which are already provided for under an existing exclusive representation agreement that the Club has in place with another Agent.

9. **Representation agreements**

Key points
<ul style="list-style-type: none">• FA standard representation agreements have been published.• Agents must lodge player representation agreements on The FA Agents Portal.

9.1. Basic principles

The maximum length of a Player/Coach representation agreement is two years.

Before entering into or amending a representation agreement, the Agent must inform the Player/Coach that they should consider taking independent legal advice or advice from the PFA or LMA (as applicable).

9.2. FA Standard Representation Agreements

The FA have published the following standard representation agreements that can be found [here](#):

- (i) Player/Coach – Agent;
- (ii) Club – Agent;
- (iii) Player/Coach – Club – Agent (i.e. tripartite); and
- (iv) Standard Sub-contract Agreement.

The standard representation agreements are intended for use where football agent services are provided to a Player/Coach registered in England or to a Club in relation to a national transfer.

These standard templates are compliant with the requirements of the FA Agent Regulations. Players, Coaches, Clubs and Agents should ensure that they are either using these standard templates or inserting the obligatory terms set out in these templates into their representation agreements.

A representation agreement with a player does not need to include the obligatory terms from the standard templates if, at the time of execution, the player is registered with a club not playing in English competitions. Such representation agreements must, however, comply with the minimum requirements set out in the FIFA Football Agent Regulations. In the event that such player moves to an English Club and the representation agreement expires, any new representation agreement entered into with the player must comply fully with the FA Agent Regulations (to include the incorporation of the obligatory terms from the standard templates).

9.3. Sub-contracts

An Agent is permitted to sub-contract football agent services to another Agent. In these circumstances the following steps must be taken:

- (i) The Player/Coach/Club representation agreement must be lodged with The FA; and
- (ii) A Standard Sub-contract agreement must be entered into and lodged with The FA.

The Agent who is party to the original representation agreement (the “**Main Agent**”) is responsible for lodging the sub-contract with The FA via The FA Agent Portal.

Both the Main Agent and sub-contracted Agent must complete the Agent Form where applicable when completing a Transaction.

Where a sub-contracted Agent is acting for both parties in a transaction, they must ensure that they have a sub-contract agreement in place with both parties. Service fees paid to an Agent acting as a sub-contractor in a transaction must be in relation to the services they are providing in respect of that transaction only.

9.4. Dual and multiple representation

'Dual' or 'Multiple' representation (i.e. where the Agent represents either two or more than two parties in a transaction respectively) is currently permitted under the new FA Agent Regulations, provided that the following safeguards to avoid conflicts of interest are complied with:

- (i) The Agent must obtain all parties' prior written consent to the arrangement;
- (ii) The Agent must inform all parties of the full details of the arrangement (including fees);
- (iii) The parties have an opportunity to take legal advice (this includes the Agent writing to the Player to inform them that they should consider taking legal advice / advice from the PFA);
- (iv) All parties provide express written consent.

Completion and submission of the AF1 Form at the completion of a Transaction will constitute written consent to the arrangement.

9.5. Existing representation agreements

Representation agreements (including 'Representation Contracts' as defined under The FA's Intermediaries Regulations) entered into before the FA Agent Regulations came into force on 1 January 2024 shall be unaffected, save that:

- Football agent services performed under such agreement must be carried out by an 'FA Registered Football Agent'.
- Transactions concluded on or after 1 January 2024 must comply with the FFAR and the FA Agent Regulations (as applicable).
- Any renewal or extension of such agreement must comply with the FFAR and the FA Agent Regulations.
- There are transitional measures in place for representation agreements entered into by Agencies before 1 January 2024 without an Agent also being a party (please see section 4.4 above).

9.6. Lodging representation agreements

- Any representation agreement entered into with a Player/Coach who is registered in England (including a sub-contract) needs to be lodged with The FA via The FA Agents Portal. This includes any existing representation agreements in place when the FA Agent Regulations come into force.
- A representation agreement between an Agent and a player/coach who is in the process of registering with an English Club also needs to be lodged with The FA via The FA Agents Portal prior to the player/coach being registered with The FA (unless the applicable representation agreement makes no provision for football agent services continuing following completion of the transaction).
- Club/Agent representation agreements (including tripartite agreements) entered into by a Club should be lodged by the Club via email to footballagents@thefa.com within 14 days of execution, or if earlier via iFAS at the time of the relevant transaction.

- Club/Agent representation agreements which cover general consultancy or scouting activity should be lodged (i) by the Club via e-mail to footballagents@thefa.com; and (ii) by the Agent via The FA Agents Portal, each within 14 days of execution.

10. Conflicts of Interest

10.1. Interest in an Agent/Agency

The following may not have an interest of any nature in the affairs of an Agent or Agency:

- Players, Coaches and Clubs;
- Any person who is ineligible to become a FIFA Licensed Football Agent under the provisions of the FFAR (Article 5);
- Any person or entity that owns or holds, whether directly or indirectly, any rights relating to the registration of a Player, in violation of article 18bis or article 18ter of the FIFA Regulations on the Status and Transfer of Players.

An 'interest' is defined broadly and includes any shareholding and/or any position of managerial, financial, commercial or administrative influence. It also includes any interest held by any immediate relatives or any companies in which any of the above have a stake.

10.2. Interest in Players, Coaches and Clubs

Players, Coaches and Clubs must not permit an Agent or their Agency to have an interest in them.

10.3. Connected Football Agents

An Agent and a 'Connected Football Agent' must not perform football agent services or other services for different Players, Coaches or Clubs in the same transaction, except in cases of permitted dual or multiple representation.

10.4. Transaction-related conflicts

If a perceived or potential conflict of interest exists in a transaction (other than an Agent acting under permitted dual or multiple representation), an AF2 Form must be completed by the relevant parties. Potential conflicts could include but are not limited to:

- The Agent or a 'Connected Football Agent' of the registering Club's head coach or manager also acting for the Player.
- A relative of a Club employee acting for another party in the transaction.

11. Payments

Key points

- Proof of payment/receipt of Agent payment must be uploaded to the relevant platform dependent on the transaction type.
- An Agent representing a Player can now receive a percentage of a Player's conditional remuneration (e.g. performance related bonuses).

11.1. Payment of a service fee by Engaging Club on behalf of Player

An Engaging Club may pay a service fee on behalf of a Player (e.g. as a P11D benefit in kind), subject to that payment being made in accordance with the relevant representation agreement and the conditions set out at Regulation 7.3 of the FA Agent Regulations.

Please note that where the service fee payment is to be higher than the agreed service fee in the representation agreement between the Player and the Agent, then the relevant representation agreement must be varied accordingly. Alternatively, the relevant parties may enter into a tripartite agreement which includes the higher service fee payment.

11.2. Proof of payment/receipt

Service fee payments must be made directly to the Agent by the Club or Player. Proof of payment must be provided as set out below:

Payment Type	Uploaded by	Uploaded to
Payment made by a Club in respect of a Club/Agent representation agreement for a national transaction that is not on TMS	Club	iFAS
Payment by a Club made in respect of a Club/Agent representation agreement for an international transaction that is on TMS	Club	iFAS and FIFA TMS
P11d payment made on behalf of a Player	Club	iFAS
Payment made by a Club via net salary deduction	Club	iFAS
Payment made direct by a Player to an Agent	Agent (proof of receipt)	FA Agent Portal ⁶

⁶ Where the proof cannot be uploaded to the FA Agent Portal (e.g. because the portal isn't operating), the proof should be provided to The FA via email to footballagentsqueries@thefa.com.

11.3. Payment of a Service Fee in relation to Player/Coach Services

Service fees payable to an Agent in respect of services performed for a Player/Coach must be calculated on the basis of the Player/Coach's Remuneration in the representation agreement. This may take into account any uplifts or decrease in the Player or Coach's Remuneration during the course of the employment contract.

However, the agreed amount may not vary based on any performance related event. By way of example, if the service fee for Player services is agreed to be 5% of the Player's remuneration, the percentage cannot change based on the Club being promoted the following season.

11.4. Remuneration includes conditional payments

An Agent representing a Player or Coach can now receive a percentage of a Player/Coach's conditional remuneration (e.g. performance related bonuses). Please note however that this excludes any amounts earned by the Player in accordance with a team bonus schedule.

Conditional payments to an Agent in respect of Player/Coach Services can only be made in relation to a conditional bonus due to the Player or Coach as set out in the relevant employment contract.

For the avoidance of doubt, any future transfer compensation due to the Player or Coach cannot be considered part of the player or coach's remuneration that is subject to the payment of a service fee.

11.5. Payment in respect of a Minor

An Agent may only receive a service fee when engaged to perform football agent services in relation to a Minor where such services relate to the Minor entering into their first or subsequent professional contract and that contract has come into force.

11.6. Payments beyond the expiry of a Representation Agreement

Once a Representation Agreement between an Agent and a Player / Coach has expired, the Agent can continue to receive the instalments agreed as part of any related transaction until:

- the Player/Coach's employment contract negotiated in the related Transaction expires;
- the Player signs a new employment contract without the involvement of that Agent; or
- on the express agreement between all parties.

11.7. Payments in respect of settlement agreements

An Agent or Agency may only pass remuneration relating to Football Agent Services to a player's former Agent provided that:

- (i) any such payment is made pursuant to a settlement agreement entered into between:
(i) the Agent; and (ii) the former Agent, which in accordance with the FA Agent Regulations, has been lodged with The Association;

- (ii) under the terms of the settlement agreement, the former Agent shall only be entitled to receive: (i) fixed payments, and/or (ii) contingent payments relating to Football Agent Services carried out during the term of the original Representation Agreement; and
- (iii) the player's former Agent is not entitled to receive any payment under the settlement agreement relating to a transaction in which the former Agent is appointed to represent another party.

11.8. Payments relating to Future Transactions

Payments to Agents that relate to a future registration event are strictly prohibited. This is to ensure that an Agent does not have a perceived or actual conflict when advising a Player.

The following scenarios are permitted:

- An Agent who has a representation agreement with a Player also acting on behalf of the Releasing Club and being remunerated in relation to the services performed for the Releasing Club by way of a fixed fee in respect of an upcoming transaction.
- An Agent acting solely on behalf of a Releasing Club and being remunerated by way of a service fee which is calculated based on the amount received by the Releasing Club in relation to an upcoming transaction.
- An Agent acting on behalf of a Player and/or an Engaging Club and being remunerated in relation to the services performed for the Engaging Club by way of a service fee which is calculated based on the amount paid by the Engaging Club in respect of an upcoming transaction.
- An Agent acting on behalf of a Player and/or an Engaging Club and being remunerated in relation to a future registration event whereby that future registration event has also been fully negotiated at the time of the original transaction.

An upcoming transaction (which includes an upcoming transfer), is determined as a transaction taking place in the current registration window only, or if outside of a registration window, then the next registration window only.

For the avoidance of doubt, an Agent is not permitted to be paid a percentage of a sell-on fee that has been agreed in any agreement, including but not limited to, a transfer agreement or employment contract.

12. **Disclosure, reporting and publication**

Clubs, Players, Coaches and Agents should be aware that The FA has the right to publish:

- the names of all Agents;
- a list of all national transactions involving a Player, Coach or Club in which any Agent or their Agency has been involved;
- the total consolidated amount of all payments made by Players, Coaches and Clubs to Agents; and
- any disciplinary decisions taken under the FA Agent Regulations.

Agents should be aware that they must provide an Annual Return to any client Player or Club with whom they have or have had a representation agreement. Annual Returns must be

provided within 30 days of the end of each reporting period (i.e. the period between 1 July of the previous calendar year and 30 June of the current calendar year).

The Annual Return will summarise all payments made by a Player or Coach to an Agent or Agency in the previous 12-month reporting period. This will help ensure that that the player has full transparency regarding all sums paid to an Agent, and maintain a consistent minimum standard of reporting remuneration to a Player or Coach on an annual basis.

A copy of the Annual Return form can be found on The FA's website.

13. Transitional provisions

Prior breaches of the Intermediaries Regulations

From 1 January 2024, The FA continues to have the power to bring charges and impose sanctions in respect of prior breaches of The FA's Intermediaries Regulations.

A person that is subject to a suspension under The FA's Intermediaries Regulations at the point at which the FA Agent Regulations come into force shall remain suspended in accordance with the prior decision of the Regulatory Commission or Appeal Board in that case (as applicable).