



Players' Agents Regulations

19th July 2007

1 Objects and Application

- 1.1 These regulations are made pursuant to the requirement of FIFA that FFA shall put in place regulations that govern the conduct of player agents, such regulations to be based on the model published by FIFA in December 2000 as amended from time to time and subject to domestic legislative requirements. FFA may amend these regulations from time to time.
- 1.2 The objects of these regulations are to:
- (a) regulate the use of persons providing Player Agent Services;
 - (b) provide a scheme to recognise appropriately qualified persons as Licensed Player Agents;
 - (c) govern the conduct of Licensed Player Agents;
 - (d) protect the welfare and interests of Players, Clubs and Licensed Player Agents who fall under the jurisdiction of FFA;
 - (e) provide a mechanism for the just and timely resolution of complaints made against Licensed Player Agents operating within the jurisdiction of FFA; and
 - (f) ensure that Licensed Player Agent's activities comply with the Code of Professional Conduct.
- 1.3 These regulations govern the engagement of persons to provide Player Agent Services and the licensing of player agents to perform those services.
- 1.4 The regulations apply to Licensed Player Agents, Clubs (and their representatives) and Players.

1.5 **Definitions**

Administration Fee means the fee payable by every applicant upon submission of an application to be licensed under these regulations.

A-League means the elite football competition organised, arranged and administered by FFA.

Club means a football club that fields a team in a competition organised, arranged, administered or sanctioned by:

- (a) FIFA;
- (b) a Confederation;
- (c) a National Association or one of its member federations; or
- (d) FFA, one of its member federations or an association affiliated to one of its member federations.

Club Official means a person who:

- (a) holds a board or committee position with a Club;
- (b) is employed by a Club on a fulltime basis; or
- (c) is employed on any basis by a Club that participates in the A-League or in any other professional football league in any country in the world.

Code of Professional Conduct means the Code of Professional Conduct as determined by FIFA and set out at Annexure C to these regulations.

Confederation means any Confederation affiliated with FIFA.



Eligible Person means a person who satisfies the conditions set out in article 4.2 of these regulations.

Exempt Individual means:

- (a) a parent, sibling or spouse of a Player;
- (b) a Player acting for himself;
- (c) a legal practitioner holding a current practising certificate issued by an authority in Australia that licenses legal practitioners;
or
- (d) a non Australian resident who is legally authorised to practice law in his country of residence.

FFA means Football Federation Australia Limited.

FIFA means the Federation Internationale de Football Association.

Game means the game of football.

Licensed Player Agent means a person who is currently licensed pursuant to these regulations to provide Player Agent Services or a person holding a licence to provide Player Agent Services issued by another National Association in compliance with FIFA Rules and Regulations.

Licensing Committee means the Player Agent Licensing Committee constituted by articles 3.1 and 3.2 of these regulations.

National Association means any National Association affiliated with FIFA.

Player means a player of the Game.

Player Agent Services means to act on behalf of a:

- (a) Club in relation to any negotiation, contract or arrangement the intention of which is to facilitate or effect:
 - (i) the employment of a Player by that Club; or
 - (ii) the transfer of the registration of a Player from one Club to another.
- (b) Player in relation to any negotiation, contract or arrangement the intention of which is to facilitate or effect:
 - (i) the employment by a Club of that Player;
 - (ii) the renegotiation of an existing contract or arrangement with a Club; or
 - (iii) the transfer of the registration of a Player from one Club to another.

Register of Licensed Player Agents means the register of Licensed Player Agents that is maintained by the Licensing Committee pursuant to article 4.33 of these regulations.

2 The Provision of Player Agent Services

2.1 Players and Clubs may engage a person to provide Player Agent Services if that person is:

- (a) a Licensed Player Agent; or
- (b) an Exempt Individual.

2.2 Players and Clubs must not use a person to provide Player Agent Services who is not a Licensed Player Agent or an Exempt Individual.

3 Player Agent Licensing Committee

- 3.1 FFA shall establish the Player Agent Licensing Committee (**Licensing Committee**) to be the supervisory and decision-making body of FFA responsible for implementing these regulations, making the decisions that FFA is required to make under these regulations and ensuring that Licensed Player Agents carry out their activities in compliance with FFA Rules and Statutes and these regulations.
- 3.2 The Licensing Committee shall be constituted by the:
- (a) Football Regulations Manager of FFA;
 - (b) Head of Football Operations of FFA; and
 - (c) Head of Legal and Business Affairs of FFA,
- and/or such other persons as the Chief Executive Officer of FFA may determine from time to time.
- 3.3 The Licensing Committee is charged with the following functions and responsibilities:
- (a) to consider and determine applications made under the regulations to be licensed as a Licensed Player Agent;
 - (b) to investigate, or cause to be investigated, any written complaint concerning a Licensed Player Agent;
 - (c) to monitor the performance of all Licensed Player Agents and ensure their compliance with the Code of Professional Conduct;
 - (d) to make decisions regarding the suspension or cancellation of the licence of any Licensed Player Agent; and
 - (e) any other matter relevant to the implementation and administration of these regulations.
- 3.4 The discharge by the Licensing Committee of any of the functions and responsibilities with which the Licensing Committee is charged or the exercise of any of the powers and authorities that are conferred on the Licensing Committee shall be final and conclusive and not be capable of review other than:
- (a) a determination of the Licensing Committee pursuant to article 4.9 that an applicant is not an Eligible Person, which may be appealed exclusively by the applicant to the FIFA Players' Status Committee pursuant to article 4.11;
 - (b) a determination by the Licensing Committee pursuant to article 8.6 to impose a sanction, which may be appealed exclusively by the person sanctioned to the FIFA Players' Status Committee pursuant to article 8.13; or
 - (c) a determination by the Licensing Committee pursuant to article 8.8 to suspend or cancel the licence of a Licensed Player Agent, which may be appealed exclusively by the Licensed Player Agent to the FIFA Players' Status Committee pursuant to article 8.13.

4 Licensed Player Agents

Licensing Criteria

- 4.1 To be licensed as a Licensed Player Agent pursuant to these regulations a person must:
- (a) be an Eligible Person;
 - (b) provide to FFA a completed written application in the form of Annexure A;
 - (c) provide to FFA a current and comprehensive criminal record check from the Australian Federal Police;
 - (d) pass the written examination set by FIFA and FFA;
 - (e) provide FFA with a copy of the insurance policy required by these regulations; and
 - (f) provide FFA with a signed Code of Professional Conduct.
- 4.2 To be an Eligible Person pursuant to these regulations a person must:
- (a) be a natural person who is either an Australian citizen, an Australian permanent resident or is domiciled in Australia and has lived in Australia constantly for the two years prior to making the application;



- (b) be a fit and proper person to act as an agent for Players;
- (c) be a person of impeccable reputation;
- (d) not employ (in his own right or through any company or partnership through which he conducts his business) or be in partnership with, employed by, or employed in a business that also employs, a person who:
 - (i) was a Licensed Player Agent and had that licence cancelled;
 - (ii) applied to be a Licensed Player Agent but had that application rejected on the basis that the person was not a fit and proper person to act as an agent for Players; or
 - (iii) is not a fit and proper person to act as a Licensed Player Agent. .
- (e) comply fully with the obligations of disclosure required in making application to be licensed;
- (f) not be a Club Official or hold an official position with FFA, FIFA, a Confederation or any other National Association or any organisation connected with these institutions;
- (g) not have any financial interest in a Club, either directly or indirectly through a trust or company that itself has an interest in a Club; and
- (h) not be an undischarged bankrupt.

4.3 In determining whether an applicant is a fit and proper person to act as a Licensed Player Agent and is a person of impeccable reputation, FFA may take into account:

- (a) any prior conduct of the applicant that breached any FFA or FIFA regulations;
- (b) the criminal record of the applicant;
- (c) the making by the applicant of any false or misleading statement in his application;
- (d) the conduct of the applicant's business dealings;
- (e) if the applicant is listed on the list of persons maintained by ASIC who are banned from managing or being directors of companies;
- (f) the financial history of the applicant, including whether he has previously been bankrupt;
- (g) whether the applicant has previously been refused a licence as a Licensed Player Agent and the reasons for that refusal;
- (h) whether the applicant has previously been licensed as a Licensed Player Agent and had that licence cancelled; and
- (i) any such other matter that the Licensing Committee in its absolute discretion considers is relevant.

Application

- 4.4 A person who wishes to be licensed as a Licensed Player Agent must obtain from FFA an application in the form at Annexure A to these regulations together with the relevant study documents as determined by FFA. The cost of these materials is \$50 or such other amount as the Licensing Committee may determine from time to time.
- 4.5 The applicant must send the completed written application to the Football Regulations Manager of FFA together with a bank cheque or credit card payment for the non-refundable Administration Fee of \$2500 or such other amount as the Licensing Committee may determine from time to time.
- 4.6 The applicant must send with the completed written application a current and comprehensive criminal record check from the Australian Federal Police. The Licensing Committee may at its discretion undertake further criminal record checks of the applicant. The applicant agrees to the Licensing Committee undertaking any such check and will provide all such necessary written consents to the Licensing Committee and FFA to enable this to be made.
- 4.7 The Licensing Committee will consider the application to determine whether the applicant meets the criteria set out in article 4.2 above and is therefore an Eligible Person to be a Licensed Player Agent.
- 4.8 The Licensing Committee may request further information from the applicant and may request that the applicant make himself available to be interviewed by the Licensing Committee. The applicant will comply with all such requests made by the Licensing Committee.

- 4.9 The Licensing Committee shall determine whether in its opinion the applicant is an Eligible Person to be a Licensed Player Agent under these regulations. If the Licensing Committee determines that in its opinion the applicant is not an Eligible Person pursuant to these regulations, then the application shall be refused and it shall give to the applicant written notice of that fact and set out which of the criteria in article 4.2 that the applicant did not meet. To remove any doubt, nothing in these regulations requires the Licensing Committee to provide reasons for its decision other than to identify which of the criteria the applicant failed to meet.
- 4.10 If the Licensing Committee determines that the applicant is not an Eligible Person to be a Licensed Player Agent, the applicant may not reapply to FFA to be licensed for a period of two years from the date the application was rejected.
- 4.11 If the Licensing Committee determines that the applicant is not an Eligible Person to be a Licensed Player Agent, the applicant may appeal this determination to the FIFA Players' Status Committee. The FIFA Players' Status Committee shall then determine whether the Licensing Committee was correct in determining that the applicant is not an Eligible Person within the terms of article 4.2 of these regulations.
- 4.12 If the FIFA Players' Status Committee upholds the appeal of the applicant, the applicant will then be deemed as an Eligible Person to be licensed as a Licensed Player Agent under these regulations.
- 4.13 If the FIFA Players' Status Committee upholds the decision of the Licensing Committee then the applicant may not reapply to FFA to be licensed for a period of two years from the date that the application was rejected by the Licensing Committee.

Examination

- 4.14 If the Licensing Committee determines that the applicant is an Eligible Person to be a Licensed Player Agent the Licensing Committee shall call the applicant for a written examination.
- 4.15 FFA may hold written examinations twice a year, subject to there being a candidate for examination. The written examination will be held on identical dates throughout the world and FIFA will fix those dates for March and September of each year.
- 4.16 The Football Regulations Manager will arrange for the notification of the dates on which the written examinations are to be held and will give applicants adequate notice by posting these dates on the FFA website as soon as practicable.
- 4.17 The Licensing Committee will use its reasonable endeavours to ensure that it determines whether an applicant is an Eligible Person in sufficient time to ensure that the applicant is able to sit the next examination but FFA is not liable to an applicant in any respect if it is unable to process an application in sufficient time to enable the applicant to sit the next examination date. An applicant should ensure that his or her application is lodged as early as possible before the next likely examination date.
- 4.18 The examination procedure is defined by FIFA and is set out in Annexure B to these regulations.
- 4.19 The examination papers shall be marked after the examination and the applicant informed as soon as practicable whether he passed or failed.
- 4.20 An applicant who fails to attain a pass mark may immediately reapply to retake the examination at the next examination date, provided that at the same time he pays a further Administration Fee.
- 4.21 If an applicant fails to attain a pass mark on the second attempt, he may not retake the examination until after the next two examination dates have elapsed. Only then may he apply to take the examination a third time, in which case he may choose to be examined by FFA or by FIFA. If he elects to be examined by FFA he must pay a further Administration Fee prior to sitting the examination.



4.22 Any applicant who fails to attain a pass mark on the third attempt may not sit the examination again for another two years. He must prior to sitting the examination on this and on each subsequent occasion pay a further Administration Fee.

Insurance/Code of Professional Conduct

4.23 If the applicant passes the written examination he will be entitled to have issued to him by FFA a licence to be a Licensed Player Agent subject to two further matters.

4.24 First, the applicant must obtain professional liability insurance that meets the requirements of FIFA as determined from time to time. The insurance policy must:

- (a) cover any claims for compensation from a Player, a Club or any Licensed Player Agent arising from the Licensed Player Agent's occupation, and therefore must be worded in such a way that every possible risk connected with an Licensed Player Agent's occupations is covered; and
- (b) cover claims made after the expiry of the policy for events that occurred during the duration of the policy.

4.25 The applicant is responsible for ensuring that the Licensing Committee receives a copy of the insurance policy and the certificate of currency that relates to the policy. The licence will not be issued until the Licensing Committee has received the insurance policy and its certificate of currency and determined that it satisfies the requirements of FIFA.

4.26 Second, the issue of the licence is subject to the applicant who has passed the written examination signing the Code of Professional Conduct as set out in Annexure C to these regulations or in such other form as FIFA or FFA may prescribe from time to time.

The Licence

4.27 After the Licensing Committee has received from the applicant a copy of the approved insurance policy and the signed Code of Professional Conduct, it will issue the licence to the applicant on behalf of FFA. The licence is strictly personal and not transferable and authorises the Licensed Player Agent to provide Player Agent Services on a worldwide basis.

4.28 The licence is issued by FFA for an unlimited time but is subject at all times to the Licensed Player Agent:

- (a) continuing to be an Eligible Person;
- (b) complying with any additional requirements that FFA may prescribe from time to time;
- (c) not having made any false or misleading statements in his written application or in any interview with the Licensing Committee; and
- (d) keeping current an approved professional liability policy that has been approved by the Licensing Committee as satisfying the requirements of article 4.24.

4.29 A Licensed Player Agent is required to disclose promptly to the Licensing Committee any matters that arise subsequent to the issuing of his licence that may be relevant to the question of whether he continues to be an Eligible Person. The Licensed Player Agent must disclose to the Licensing Committee immediately if he is convicted of a criminal offence or is made bankrupt.

4.30 The applicant must not act as a Licensed Player Agent until he has received the physical licence from FFA. As soon as the applicant has received the licence from the Licensing Committee he will be entitled to use the designation "Players Agent Licensed by Football Federation Australia" after his name in business relations.

- 4.31 Any Licensed Player Agent who has had his licence suspended, cancelled or who decides to terminate his activities as a Licensed Player Agent must promptly return his licence to the Licensing Committee.
- 4.32 The Licensing Committee may at the request of a Licensed Player Agent agree to temporarily suspend his licence for a period of time in which the Licensed Player Agent does not wish to provide Player Agent Services. Any such decision will be at the sole discretion of the Licensing Committee and will be on such terms and for such period of time as the Licensing Committee determines in its absolute discretion.

Register of Licensed Player Agents

- 4.33 The Licensing Committee will maintain a Register of Licensed Player Agents. The Register of Licensed Player Agents will show for each Licensed Player Agent licensed under these regulations:
- (a) his full name;
 - (b) any business name of the Licensed Player Agent;
 - (c) the address of the principal place of business for the Licensed Player Agent;
 - (d) a telephone number for contacting the Licensed Player Agent;
 - (e) the email address of the Licensed Player Agent;
 - (e) the currency of the Licensed Player Agents professional liability insurance;
 - (f) the date on which he was Licensed;
 - (g) particulars of any caution given to him;
 - (h) particulars of any suspension of his licence; and
 - (i) particulars of any cancellation of his licence including identifying whether the cancellation arose from the voluntary withdrawal by the Licensed Player Agent or an action by the Licensing Committee.
- 4.34 The Licensing Committee will provide to FIFA after every examination date an updated list of all Licensed Player Agents within the jurisdiction of FFA. It will also publish on the FFA Website, and keep updated on a regular basis, a list of the Licensed Player Agents who are currently licensed.
- 4.35 Each Licensed Player Agent licensed by FFA must advise the Licensing Committee within 14 days of any change in any of the information on the Register of Licensed Player Agents relating to him.
- 4.36 Each Licensed Player Agent licensed by FFA under these regulations consents to the publication by FFA on its website of any of the information on the Register of Licensed Player Agents relating to him.



5 Licensed Player Agents

Obligations

- 5.1 A Licensed Player Agent must:
- (a) comply with each provision of these regulations and its Annexures and any amendments that are made to them from time to time;
 - (b) comply in all respects with the Code of Professional Conduct;
 - (c) comply with all statutes and regulations of FIFA, FFA, any National Association or Confederation;
 - (d) only represent one party in any transaction in which he is involved;
 - (e) only be remunerated in a transaction by the party who retained him;
 - (f) at all times protect the best interests of his client while at all times acting within the law;
 - (g) never act in a transaction where he has a conflict of interest;
 - (h) at all times continue to be an Eligible Person, including of being a fit and proper person and of having an impeccable reputation;
 - (i) immediately disclose to the Licensing Committee if he is convicted of a criminal offence;
 - (j) immediately disclose to the Licensing Committee if he is made bankrupt; and
 - (k) at all times keep current professional liability insurance that has been approved by the Licensing Committee as satisfying the requirements of article 4.24.
- 5.2 FFA may from time to time at its sole discretion prescribe additional requirements for a Licensed Player Agent to comply with, which may include continuing education and training requirements. A Licensed Player Agent must comply with all such obligations that are prescribed by FFA.
- 5.3 FFA may from time to time determine to accredit Licensed Player Agents to attend events or carnivals. A Licensed Player Agent must in these circumstances not attend such events unless he is accredited and he must comply with all conditions on which he is accredited.

Representation Agreement

- 5.4 A Licensed Player Agent must not represent a Player or a Club unless he has concluded a written representation agreement with that Player or Club, in the appropriate standard form set out in Annexures D and E to these regulations, or in such other form as FFA may prescribe from time to time. The written agreement must contain the entire agreement between the parties and must be limited to a period of two years but may be renewed in writing at the express request of both parties. The written representation agreement may contain additional provisions to those contained in the standard form provided that those additional terms are not inconsistent with the provisions of the standard form.
- 5.5 Both parties must sign the written representation agreement in quadruplicate (a copy each for the Licensed Player Agent, Player, Club and FFA) and lodge four copies with FFA for registration within 14 days of the agreement having been signed. FFA will keep a register of the agreements and provide a copy of any agreement to FIFA or another National Association where necessary. FFA will provide two copies of the registered representation agreement to the Licensed Player Agent, who must then provide one copy to the other party to the agreement.
- 5.6 The written representation agreement must expressly provide for the type of fee to be paid to the Licensed Player Agent and the prerequisite terms for the payment of the fee.
- 5.7 A Licensed Player Agent must not enter into a representation agreement with a minor unless the legal guardian or guardians of the minor also sign the agreement.

- 5.8 If any of the terms of representation agreement between a Licensed Player Agent and a Player or a Club contravene these regulations, FFA may direct the Licensed Player Agent to amend the terms of the agreement so as to make it compliant.
- 5.9 A Licensed Player Agent may not assign or subcontract any of his obligations under a representation agreement:
- (a) to any person who is not a Licensed Player Agent or an Exempt Individual; or
 - (b) without the consent in writing of the Player or Club who is the other party to the agreement.
- 5.10 A Licensed Player Agent must notify FFA within 5 days if a representation agreement with a Player or a Club is terminated.

Disclosure of Involvement in a Transaction

- 5.11 A Licensed Player Agent must ensure that for every transaction in which he has acted on behalf of a Club or a Player the relevant transfer, employment contract or document recording the agreement or arrangement reached must contain:
- (a) his name, signature and licence number; and
 - (b) the name, signature and licence number of any other Licensed Player Agent who to his knowledge was involved in the transaction, whether acting directly on behalf of a party to the transaction, or acting on behalf of, or as, a third party.

Remuneration

- 5.12 A Licensed Player Agent may only be remunerated by the person for whom he acts in a transaction and must pay to that person any payments that are made to the Licensed Player Agent by any other person in relation to the transaction.
- 5.13 If a Licensed Player Agent is providing Player Agent Services to a Player the amount of remuneration due to the Licensed Player Agent must be set out in the written representation agreement. The amount of remuneration may only be calculated on one of the following bases:
- (a) a percentage of the Player's annual basic gross income (i.e. excluding other benefits such as a car, a flat, point premiums and/or any kind of bonus or privilege) that the Licensed Player Agent has negotiated for him in the employment contract or arrangement. This may be paid by way of a lump sum payment or annual instalments and the payment method agreed must be stipulated in the written representation agreement;
 - (b) a flat fee agreed in advance; or
 - (c) by hourly rate for the time taken by the Licensed Player Agent to provide the Player Agent Services.
- 5.14 No other payments of any kind may be sought by, or paid to, the Licensed Player Agent by the Player or by any other person including the Club of the Player.
- 5.15 A Licensed Player Agent who has been contracted by a Club must be remunerated for his services by payment of a lump sum that has been agreed upon in advance.



Tampering

- 5.16 A Licensed Player Agent must not, and must not attempt to, induce a Player to act in breach of the Player's Contract with a Club or another Agent.
- 5.17 A Licensed Player Agent must not either directly or indirectly approach, or attempt to approach, a Player with an intention of persuading that Player to act in breach of his contract with a Club or another Agent.
- 5.18 While a Player is under contract with a Club, a Licensed Player Agent or any person acting on his behalf must not enter into negotiations or make any approach with a view to facilitate or effect the transfer of that Player, unless:
- (a) the current Club of the Player has provided its express written permission to do so; or
 - (b) the Club or Player, on behalf of whom the Licensed Player Agent is acting, is entitled to make such an approach under the Rules and Statutes of FFA.
- 5.19 While a Player is under exclusive contract with a Licensed Player Agent, a Licensed Player Agent or any person acting on his behalf must not enter into negotiations or make any approach with a view to facilitate or effect:
- (a) the transfer of that Player; or
 - (b) a representation agreement with that Player,
- unless the existing Licensed Player Agent of the Player has provided his express written permission to do so.

Business Structure

- 5.20 A Licensed Player Agent may conduct his business through a partnership or company provided that only he or another Licensed Player Agent provides Player Agent Services to a Club or Player and the work of the employees of the partnership or company is restricted to administrative duties connected with the business activity of providing Player Agent Services.
- 5.21 A Licensed Player Agent must ensure that he (in his own right or through any company or partnership through which he conducts his business) does not employ or is not in partnership with, employed by, or employed in a business that also employs, a person who:
- (a) was a Licensed Player Agent and had that licence cancelled;
 - (b) applied to be a Licensed Player Agent but had that application rejected on the basis that the person was not a fit and proper person to act as an agent for Players; or
 - (c) is not a fit and proper person to act as a Licensed Player Agent.

Club Involvement

- 5.22 A Licensed Player Agent must not be a Club Official or hold an official position with FFA, FIFA, a Confederation or any other National Association or any organisation connected with these institutions.
- 5.23 A Licensed Player Agent must not have any financial interest in a Club. For the purposes of these regulations a Licensed Player Agent will be held to have a financial interest in a Club if he:
- (a) owns shares in the Club;
 - (b) owns shares in a company that owns shares in the Club;
 - (c) is a beneficiary of a trust which has a beneficial interest in the Club; or
 - (d) has the ability to exercise financial, commercial, administrative or managerial influence over the affairs of the Club.

Insurance

- 5.24 A Licensed Player Agent must each year provide the Licensing Committee with a copy of the certificate of currency and the policy document for a professional liability insurance policy that has been approved by the Licensing Committee. If the Licensing Committee does not receive a copy of the certificate of currency within 14 days of the date on which the previous certificate of currency expired, the licence of the Licensed Player Agent is suspended and he may be liable to further sanction, including the cancellation of his licence, pursuant to section 8 of these regulations. The Licensing Committee may in its discretion end the suspension of the licence of the Licensed Player Agent if he provides it with a certificate of currency and professional liability insurance policy document that it approves as satisfying the requirements of article 4.24.
- 5.25 A Licensed Player Agent must not provide Player Agent Services if he does not have current a professional liability insurance policy that has been approved by the Licensing Committee or if his licence is suspended because he has failed to comply with the provisions of article 5.24.
- 5.26 A Licensed Player Agent must maintain professional liability insurance for such period as is necessary after he has retired as a Licensed Player Agent, or had his licence suspended or cancelled, to ensure that any claim for compensation made which originates from his former activities as a Licensed Player Agent, is covered by the insurance.

Records

- 5.27 A Licensed Player Agent shall keep full and accurate books of account, records, contracts, agreements, arrangements (including electronic records) relating to any Player or Club whom he represents, which documents shall be kept at the principal place of business of the Licensed Player Agent for a period of at least five years from the date on which each document, in each instance, was generated.
- 5.28 A Licensed Player Agent shall produce to the Licensing Committee copies of any documents contained in the records of the Licensed Player Agent that the Licensing Committee in its sole discretion determines that it requires for the purpose of these regulations.

Sanctions

- 5.29 A Licensed Player Agent who breaches any provisions of these regulations will be liable to one or more of the following sanctions imposed on him by FFA:
- (a) a reprimand or warning;
 - (b) a fine;
 - (c) suspension of licence;
 - (d) cancellation of licence;
 - (e) an order to pay compensation; or
 - (f) any such further order or penalty the Licensing Committee considers appropriate.
- 5.30 It will be sufficient for FFA to establish a breach of these regulations by a Licensed Player Agent if it establishes that the relevant act or acts breaching the regulations were undertaken by an employee or authorised representative of the Licensed Player Agent, or the company or trust through which the Licensed Player Agent conducts his business, irrespective of whether the Licensed Player Agent knew of the relevant act or acts.

5.31 A Licensed Player Agent who has his licence cancelled will be required to make a new application for a licence should he subsequently wish to be re-licensed and he will be required to re-sit the written examination.

5.32 A Licensed Player Agent who has his licence suspended may be required by the Licensing Committee to re-sit the written examination as a condition of his suspension ending.

6 Players

Duties

6.1 A Player must not use a person to provide Player Agent Services to him who is not a Licensed Player Agent or an Exempt Individual.

6.2 It is the responsibility of the Player to satisfy himself that any person he uses to provide Player Agent Services other than an Exempt Individual is a Licensed Player Agent.

6.3 A Player must ensure that the name, signature and licence number of the Licensed Player Agent is disclosed in the employment contract and other related documents for every transaction in which the Player uses the services of a Licensed Player Agent.

6.4 A Player must ensure that his name and signature appear on all relevant documents lodged with the Licensing Committee of FFA in connection with these regulations.

6.5 If a Player does not use the services of a Licensed Player Agent in entering into a contract of employment with a Club, the Player must ensure that this is expressly disclosed in writing in the relevant contract or contracts.

6.6 A Player must not use the services of a Licensed Player Agent unless he has concluded a written representation agreement with the Licensed Player Agent in the appropriate standard form set out in Annexure D to these regulations or in such other form as FFA may prescribe from time to time.

Sanctions

6.7 A Player who uses a person to provide Player Agent Services to him who is not a Licensed Player Agent or an Exempt Individual, or who otherwise breaches any provision of these regulations, will be liable to have one or a combination of the following sanctions imposed on him by FFA:

- (a) a reprimand or warning;
- (b) a fine;
- (c) a disciplinary suspension for up to 12 months;
- (d) an order to pay compensation; or
- (e) such further order or penalty as the Licensing Committee considers appropriate.

7 Clubs

Duties

- 7.1 A Club must not use any person to provide Player Agent Services to it who is not a Licensed Player Agent. This includes the involvement of a person as a sub-contractor or agent of the Licensed Player Agent that is retained by the Club.
- 7.2 A Club who wishes to engage or re-engage the services of a Player, or transfer the registration of a Player, must not deal with any person on behalf of the Player other than:
- (a) the Player himself;
 - (b) a Licensed Player Agent with whom the Player has entered into a representation agreement; or
 - (c) an Exempt Individual.
- 7.3 A Club who wishes to engage the services of a Player, or transfer the registration of a Player, must not deal with any person on behalf of another Club other than:
- (a) the other Club; or
 - (b) a Licensed Player Agent with whom the other Club has entered into a representation agreement.
- 7.4 It is the responsibility of the Club to satisfy itself that:
- (a) any person it uses to provide Player Agent Services is a Licensed Player Agent;
 - (b) any person that it deals with on behalf of a Player is a Licensed Player Agent with whom the Player has entered into a representation agreement or is an Exempt Individual; and
 - (c) any person that it deals with on behalf of a Club is a Licensed Player Agent with whom that other Club has entered into a representation agreement.
- 7.5 A Club must ensure that for every transaction in which it has used the services of a Licensed Player Agent, the name, signature and licence number of the Licensed Player Agent must appear in the relevant transfer, employment contract or document. This includes the involvement of any Licensed Player Agent as a sub-contractor or agent of the Licensed Player Agent retained by the Club.
- 7.6 A Club must also ensure that for any other Licensed Player Agent who to its knowledge is involved in the transfer or employment of a Player, whether acting on behalf of a Player or acting on behalf of, or as, a third party, the name, signature and licence number of the Licensed Player Agent must appear in the relevant transfer, employment contract or document.
- 7.7 If a Club does not use the services of a Licensed Player Agent in relation to the engagement or transfer of a Player, the Club must ensure that this is expressly disclosed in writing in the relevant contract and documents.
- 7.8 A Club that pays another Club compensation as consideration for the transfer of the registration of a Player must pay the full amount of that consideration in accordance with the provisions of the FFA National Registration Regulations. The Club must not pay any of this consideration to any other person.

- 7.9 A Club must not use the services of a Licensed Player Agent unless it has concluded a written representation agreement with the Licensed Player Agent in the appropriate standard form set out in Annexure E to these regulations or in such other form as FFA may prescribe from time to time. A copy of that representation agreement must be signed by both parties and originals lodged with FFA in triplicate (a copy each for the Agent, Club and FFA) for registration within 14 days of the agreement having been signed. FFA will keep a register of the agreements and provide any agreement to FIFA or another National Association where necessary.
- 7.10 A Club, its officials or employees must not have any interest or involvement, either directly or indirectly, in the business of any person that provides Player Agent Services, or in a company or trust through which such a business is conducted.
- 7.11 If a Club or an official or employee of a Club has a potential conflict of interest in dealing with a Licensed Player Agent in a transaction involving the engagement or transfer of a Player, that person must disclose that potential conflict of interest to all parties, including the Player, who are involved in the transaction.
- 7.12 While a Player is under contract with a Club, another Club or any person acting on behalf of that Club must not enter into negotiations or make any approach with a view to facilitating or effecting the transfer of that Player, unless:
- (a) the current Club of the Player has provided its express written permission to do so; or
 - (b) the Club is entitled to make such an approach under the Rules and Statutes of FFA.

Sanctions

- 7.13 A Club that breaches any provision of these regulations will be liable to one or more of the following sanctions imposed by FFA:
- (a) a reprimand or warning;
 - (b) the suspension of any or all of the board of directors;
 - (c) a fine;
 - (d) an order to pay compensation;
 - (e) a ban on any national and or international Player transfers for at least three months (such period containing at least one transfer window);
 - (f) a ban on any kind of national or international football activity;
 - (g) the deduction of points;
 - (h) any such further order or penalty the Licensing Committee considers appropriate.
- 7.14 FFA may also declare null and void any contract by which a Player was engaged or transferred in which the Club in the negotiation, contract or arrangement breached a provision of article 7 of these regulations.
- 7.15 It will be sufficient for FFA to establish a breach of these regulations by a Club if it establishes that the relevant act or acts breaching the regulations were undertaken by an official, employee or authorised agent of the Club, irrespective of whether the management of the Club had knowledge of the relevant act or acts.

8 Imposing of Sanctions by FFA

Investigation

- 8.1 If the Licensing Committee becomes aware of credible information that may establish:
- (a) that a Licensed Player Agent is no longer an Eligible Person ;
 - (b) that a Licensed Player Agent made a false or misleading statement of a material nature in his application to be licensed;
 - (c) a breach by a Licensed Player Agent, Club or a Player of these regulations,
- then the Licensing Committee or its nominee may investigate that conduct.
- 8.2 If the FFA receives a complaint in writing about the conduct of a Licensed Player Agent then the Licensing Committee or its nominee may investigate that conduct.
- 8.3 Nothing in article 8.1 or 8.2 requires the Licensing Committee or their nominee to investigate conduct of an Licensed Player Agent unless that conduct, if established, is of a nature likely to affect the continuing licensing of the Licensed Player Agent to whom it relates.
- 8.4 In conducting an investigation under these provisions, the Licensing Committee may request that a Licensed Player Agent, Club or a Player produce to it such documents that the Licensing Committee in its sole discretion believes are necessary for its investigation. The Licensed Player Agent, Club or a Player must comply fully with all such requests.

Show Cause

- 8.5 If the Licensing Committee after its investigation forms the opinion that:
- (a) a Licensed Player Agent is no longer an Eligible Person ;
 - (b) a Licensed Player Agent made a false or misleading statement of a material nature in his application to be licensed; or
 - (c) a Licensed Player Agent, Club or a Player has committed a breach of these regulations,
- and that it should as a consequence impose a sanction or sanctions on the person concerned, then the Licensing Committee will:
- (a) notify the person in writing of that intention; and
 - (b) request that the person show cause in writing within 14 days why that sanction should not be imposed.
- 8.6 After the expiry of the period specified in article 8.5 the Licensing Committee shall consider any written response from the person and thereafter determine whether to:
- (a) impose the sanction or sanction proposed;
 - (b) take no further action;
 - (c) caution him; or
 - (d) impose some other sanction or sanctions.
- 8.7 If the sanction proposed by the Licensing Committee is a substantial one it may in its sole discretion determine to hold a hearing to allow the person proposed to be sanctioned, or a legal representative on his behalf, the opportunity to address the Licensing Committee in person. The form and procedure to be adopted at such a hearing is a matter for the sole discretion of the Licensing Committee. Any such hearing must comply with the rules of natural justice.

Suspension or Cancellation of licence of a Licensed Player Agent

- 8.8 If in a matter involving a Licensed Player Agent, the Licensing Committee after considering either written or oral submissions on his behalf determines that he is no longer an Eligible Person, the Licensing Committee will either:
- (a) suspend his licence until such time as he is an Eligible Person; or
 - (b) cancel his licence.
- 8.9 If the Licensing Committee imposes a fine or order to pay compensation on a Licensed Player Agent, and the Licensed Player Agent does not pay the fine or compensation within the time ordered, his licence will be suspended until such time as the fine or order for compensation has been paid.
- 8.10 If the Licensing Committee determines to either suspend or cancel the licence of a Licensed Player Agent then:
- (a) in the case of a cancellation, the licence of the Licensed Player Agent shall immediately be cancelled and the name and particulars of the Licensed Player Agent shall be immediately removed from the Register;
 - (b) in the case of a suspension, the licence of the Licensed Player Agent shall immediately be suspended and the fact of that suspension shall be recorded on the Register.
- 8.11 In all cases, the Football Regulations Manager or another member of the Licensing Committee shall as soon as practicable:
- (i) notify the Licensed Player Agent of the fact of the suspension or cancellation of his licence, as the case may be; and
 - (ii) notify all Players and Clubs whom, to the knowledge of the Licensing Committee, the Licensed Player Agent represents, and FIFA that the licence of the Licensed Player Agent has been suspended or cancelled, as the case may be.
- 8.12 A Licensed Player Agent who has had his licence suspended or cancelled must promptly return his licence to the Licensing Committee.

Appeals

- 8.13 Any decision by the Licensing Committee to:
- (a) impose a sanction pursuant to article 8.6; or
 - (b) suspend or cancel the licence of a Licensed Player Agent pursuant to article 8.8,
- may be appealed. Any such appeal must be exclusively made to the FIFA Players' Status Committee in accordance with its rules.

9 Disputes

- 9.1 In the event of a dispute between a:
- (a) Licensed Player Agent and a Player;
 - (b) Licensed Player Agent and a Club;
 - (c) Licensed Player Agent and another Licensed Player Agent,
- all of whom are licensed or registered with FFA, then such a dispute will be referred to FFA to be resolved pursuant to the FFA Grievance Resolution Regulations.
- 9.2 FFA may, in its sole discretion, refer to FIFA any complaint or dispute that FFA deems appropriate to so refer.

10 Transitional provisions

- 10.1 Any Licensed Player Agent who at the time these regulations commence holds a current licence issued by FFA or its predecessor organisation will be deemed to have been issued with a licence under these regulations and will be bound by, and subject to, these regulations.
- 10.2 For the September 2007 examination only, an applicant will not be required to supply a criminal record check with his application form. FFA will instead undertake a criminal record check on each applicant who has sat for and passed the examination. If an applicant passes the examination, in addition to the matters set out in articles 4.23 to 4.26 the issue of his licence will also be subject to FFA obtaining a satisfactory criminal record check on the applicant. If that check discloses criminal convictions that were not disclosed by the applicant in the application form, the applicant will not be granted a licence unless the Licensing Committee considers that the matters not disclosed are such that it would not have altered its determination that the applicant was a fit and proper person and a person of impeccable reputation.
- 10.3 The Licensing Committee may at its sole discretion determine to vary or waive the Administration Fee for an applicant if the applicant has prior to the introduction of these regulations paid a fee to FFA to sit the written examination.



Annexure A – APPLICATION FOR LICENCE AS A FOOTBALL FEDERATION AUSTRALIA LICENSED PLAYER AGENT

Please PRINT using a black or blue ball point pen. **YOU MUST COMPLETE ALL SECTIONS.**

1. First name

Last name

Date of birth / /

Country of birth

Business Address

Suburb

State

Post code

Work Phone Number

Fax

Mobile

Email

Are you a member of any business or professional organisations that relate directly to your occupation? Yes No

If yes, please list:

In the last five years has your right to engage in any profession, occupation or public office been suspended, withdrawn or terminated?

Yes No

If yes, please provide full details:

2. Have you been known by any other name or surname? Yes No

If yes, state all names used and when used (including any maiden name or any other married name)

Are any charges or complaints currently pending against you regarding your conduct as a member of any profession, or as a holder of public office?

Yes No

If yes, please provide full details:

3. Nationality

If you are an Australian Citizen please attach documentary proof of current citizenship.

If you are not an Australian Citizen, please attach documentary proof of your residency and address covering the last two years prior to the making of this application.

4. Educational Qualifications (Tertiary and Secondary)

7. Have you ever been convicted of or pleaded guilty to a criminal offence, other than traffic violations?

Yes No

PLEASE ATTACH A CURRENT AND COMPREHENSIVE CRIMINAL RECORD CHECK FROM THE AUSTRALIAN FEDERAL POLICE.

Please note that this requirement is mandatory even if your answer to this question is no.

5. Professional Qualifications

8. Do you hold any position with a football club whether that position is advisory, financial, employed or voluntary in any football club?

Yes No

6. Current employment/occupation

If yes, please provide full details of the role, name of the football club and the position held at that club:

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9. Do you or any entity in which you have an interest have any financial interest in any football club?

Yes No

If yes, please provide full details of the name of the football club and the nature of the interest:

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10. Do you hold a position, financial or otherwise, with FIFA, a Confederation or National Association?

Yes No

If yes, please provide full details of the role, name and the position held at that the organisation:

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11. Have you ever previously been licensed to provide Player Agent Services by FIFA, FFA or any other National Association?

Yes No

If yes, please provide full details of the name of the licensing body, the period of time that you held the licence and any sanction that was imposed on you by the licensing body, including any suspension or cancellation of the licence:

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12. Are you a 'prohibited person' within the meaning of Section 5 of the Child Protection (Prohibited Employment) Act 1998?

Yes No

13. Are you or have you ever been declared bankrupt or been an owner or part owner of, or holder of any interest in, a business which has gone into liquidation?

Yes No

14. Have you ever had legal proceedings brought against you by any player, players' association, professional sports club or governing body of a sport for any reason?

Yes No

15. Have you ever been found to have been in contravention of the Statutes or Rules of FIFA or FFA or the predecessor organisation of FFA?

Yes No

16. Have you previously had an application to be a Licensed Player Agent rejected by FIFA, FFA or any other National Association?

Yes No

If you answered yes to any of questions 12 - 16 then please provide full details and all available supporting documents:

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17. Please list below the names, addresses and day time telephone numbers of at least three persons, not related to you, who have known you for at least five years and who can attest to your integrity, good character and capacity to carry out the obligations of a Licensed Player Agent.

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Please attach written references from the above persons.

I, , have read the above questions, and have personally answered all of the questions fully and honestly. All the answers to the above questions are true and correct to my knowledge.

As a condition of FFA considering my application, I consent to representatives of FFA obtaining such further criminal record checks in my name as it requires and I agree to provide all such further written consents that FFA requires to undertake a comprehensive check.

Date

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| D | D | / | M | M | / | Y | Y | Y | Y |
|---|---|---|---|---|---|---|---|---|---|

Name

Signature

Witness

Signature

Declaration by applicant

I acknowledge, understand and accept the following:

- (a) I have been provided with a copy of, and a reasonable opportunity to read the FFA Player Agent Regulations, the Code of Professional Conduct and the FFA Standard Representation Agreement before making this declaration and signing this Application;
- (b) It is a condition of FFA considering my application that I agree to the terms of the FFA Player Agent Regulations for the purpose of the making of my application and its determination;
- (c) I have been advised to seek, and I have been given time to seek, independent legal and financial advice about the documents referred to in paragraph (a) above and this declaration before making this declaration and signing this Application;
- (d) My application to become a FFA Licensed Player Agent is subject amongst other matters to the Licensing Committee being satisfied that I am a fit and proper person to act as a players agent and am a person of impeccable reputation;
- (e) I may have to be interviewed or examined by the Licensing Committee as part of it considering my application and I agree to attend such an interview if requested;
- (f) The Licensing Committee may require me to provide further information to assess my application and I agree to provide all such further information that the Licensing Committee requests me to provide;
- (g) If my application is successful and I become a FFA Licensed Player Agent, that license may be cancelled at any time by the Licensing Committee should:
 - (i) it form the view that I have made a false or misleading statement of a material nature in this Application;
 - (ii) it form the view that I am no longer a fit and proper person to act as an agent of players;
 - (iii) it form the view that I am no longer a person of impeccable integrity;
 - (iv) I be made bankrupt; or
 - (v) I do not, at any time, have the appropriate professional liability insurance in place.
- (h) If my application is successful and I become a Licensed Player Agent, I agree to comply with the Football Federation Australia Player Agent Regulations and all FFA Statutes and Rules;
- (i) If my application is successful and I become a Licensed Player Agent, I agree to comply with the Code of Professional Conduct set out in the annexure to Football Federation Australia Player Agent Regulations;
- (j) If my application is successful and I become a Licensed Player Agent, I agree to the information on the Register of Licensed Player Agents relating to me being published on the FFA website; and
- (k) If my application is successful and I become a Licensed Player Agent, I agree unconditionally and irrevocably to indemnify the Licensing Committee members and FFA, against all damages, costs and expenses that may be incurred by the Licensing Committee members or FFA as a direct or indirect result of any conduct on my part which is connected with my being licensed as a FFA Licensed Player Agent.

Date / /

Name

Signature

Witness

Signature

Annexure B – EXAMINATION PROCEDURE

1. The examination shall be set as a multiple choice test. The candidate will be considered to have passed the examination if he has attained the minimum marks fixed by FIFA.
2. Each candidate shall be tested on the following subjects:
 - (a) Familiarity with the current rules of football, especially in connection with transfers (the statutes and regulations of FIFA, the confederations and FFA).
 - (b) Familiarity with civil law (basic principles of personal rights) and the law of obligations (law of contract).
3. Each examination shall contain twenty questions, fifteen on international regulations and five on national regulations.
4. FFA shall set its own questions on national subjects whereas FIFA will set the questions on its own statutes and regulations and send the examination papers to be used to FFA.
5. FIFA will fix the minimum marks required to pass the examination. Each correct answer will be awarded between one to three marks, depending on the degree of difficulty of the question.
6. FFA shall inform the candidates of the minimum marks required to pass before they take the examination.
7. This procedure is subject to any changes that FIFA or FFA may from time to time make to it in its absolute discretion.

Annexure C – CODE OF PROFESSIONAL CONDUCT

1. A Licensed Player Agent is required to perform his occupation conscientiously and conduct himself in his profession and other business practices in a manner worthy of respect and befitting his profession.
2. A Licensed Player Agent shall adhere to the truth, clarity and objectivity in his dealings with his client, negotiating partners and other parties.
3. A Licensed Player Agent shall protect the interests of his client in compliance with the law and a sense of fairness, while creating clear legal relations.
4. A Licensed Player Agent shall, without fail, respect the rights of his negotiating partners and third parties. In particular, he shall respect the contractual relations of his professional colleagues and shall refrain from any action that could entice clients away from other parties.
5. A Licensed Player Agent shall maintain proper and complete books of record of his business activities. In particular, he shall ensure that he can provide evidence of his activities at any time by means of documents and other records.
6. A Licensed Player Agent shall keep all of the books conscientiously and detail his business activities faithfully in other records.
7. At the request of FFA, FIFA or any other authority conducting an investigation into disciplinary cases and other disputes, a Licensed Player Agent is required to produce books and records directly connected with the case in point.
8. A Licensed Player Agent shall produce an invoice showing his fees, expenses and any other charges upon first demand from his client.

Place:

Date:

The players' agent:

For the national association

(stamp and signature)



Annexure D – REPRESENTATION AGREEMENT

AGENT/PLAYER

Please PRINT using a black or blue ball point pen. YOU MUST COMPLETE ALL SECTIONS.

The Parties

.....
(Players' agent's surname, first name, exact address and name of company, if applicable)

..... *(hereafter: the players' agent)*

and

.....
(Player's surname, first name (and nickname, if applicable), exact address and date of birth)

..... *(hereafter: the client)*

have agreed to conclude a representation contract as follows:

1. Duration

This contract will be valid for..... It will take effect onand terminate

(no. of months, maximum 24)

(exact date)

on.....

(exact date)

2. Remuneration

Only the client may remunerate the players' agent for the work he has accomplished.

The players' agent shall receive commission amounting to.....% of the annual gross basic salary due to the player as a result of the employment contracts negotiated by the players' agent.

A lump sum payment at the start of the employment contract:.....

Annual payments at the end of each contractual year

(mark where appropriate)

3. Exclusivity

The parties agree that the placement rights be transferred

Exclusively:.....

Not exclusively

(mark where appropriate)

To players' agent.

4. Other agreements

Any other special arrangements that comply with the principles contained in the Players' Agents Regulations shall be enclosed with this contract and deposited with the relevant national association.

5. Mandatory legislation

The parties agree to adhere to the public law provisions governing job placement and other mandatory national legal provisions in force in the country concerned as well as in international law an applicable treaties

6. Final notes

This contract has been signed in fourfold and the copies have been distributed as follows:

- i. National association with which the players' agent is registered:
FOOTBALL FEDERATION AUSTRALIA
- ii. National association with which the client is registered:
(exact name)
- iii. Players' agent
- iv. Client

Place and date:

Players' agent:
.....

Client:
.....

Confirmation of receipt of contract:

Place and date:

The Players' agents's national association:

The client's national association

.....
(stamp and signature)

.....
(stamp and signature)



Annexure E – REPRESENTATION AGREEMENT

AGENT/CLUB

Please PRINT using a black or blue ball point pen. YOU MUST COMPLETE ALL SECTIONS.

The Parties

.....
(Players' agent's surname, first name exact address and name of company, if applicable)

..... *(hereafter: the players' agent)*

and

.....
(Name of Club and exact address)

..... *(hereafter: the client)*

have agreed to conclude a representation contract as follows:

1. Duration

This contract will be valid for..... It will take effect onand terminate
(no. of months, maximum 24) *(exact date)*

on.....
(exact date)

2. Remuneration

Only the client may remunerate the players' agent for the work he has accomplished.

The players' agent shall receive a commission in one lump sum amounting to
(exact amount and currency)

3. Exclusivity

The parties agree that the placement rights be transferred

Exclusively:.....

Not exclusively
(mark where appropriate)

To players' agent.

4. Other agreements

Any other special arrangements that comply with the principles contained in the Players' Agents Regulations shall be enclosed with this contract and deposited with the relevant national association.

4. Other agreements

Any other special arrangements that comply with the principles contained in the Players' Agents Regulations shall be enclosed with this contract and deposited with the relevant national association.

5. Mandatory legislation

The parties agree to adhere to the public law provisions governing job placement and other mandatory national legal provisions in force in the country concerned as well as in international law an applicable treaties

6. Final notes

This contract has been signed in fourfold and the copies have been distributed as follows:

- i. National association with which the players' agent is registered:
FOOTBALL FEDERATION AUSTRALIA
- ii. National association with which the client is registered:
(exact name)
- iii. Players' agent
- iv. Client

Place and date:

Players' agent:
.....

Client:
.....

Confirmation of receipt of contract:

Place and date:

The Players' agents's national association:

The client's national association

.....
(stamp and signature)

.....
(stamp and signature)