

THE FOOTBALL ASSOCIATION OF WALES ('FAW')

AGENT REGULATIONS

INTRODUCTION AND INTERPRETATION

These Regulations have been written in compliance with FIFA's requirement that National Associations have regulations governing the engagement of services provided by intermediaries and must be read in conjunction with the 'FIFA Regulations on Working with Intermediaries'. In the event of any conflict these Regulations shall apply.

In accordance with FAW Rule 3, these Regulations will be binding on all Intermediaries.

These Regulations will supersede any previous FIFA Agent Regulations and FAW Regulations concerning Intermediaries.

1. SCOPE, GENERAL PRINCIPLES AND ELIGIBILITY

- 1.1. Only an Intermediary may be used and paid by a Player or Club in relation to any Intermediary Activity. Alternatively, a Player or Club may represent themselves in any matter to a Transaction.
- 1.2. A Player or Club must not use or pay any person for Intermediary Activity unless that person has received confirmation from the FAW that his application has been received and that he has either been provisionally registered by the FAW as an Intermediary or that his application has been approved and is therefore entitled to act under a valid Representation Contract. An Intermediary must not carry out any Intermediary Activity in place of, or on behalf of, or as an agent or representative of, any person other than the Player and/or the Club he is engaged to act for (unless in accordance with clause 2.6).
- 1.3. A Club, Player, Intermediary or other participant must not so arrange matters as to conceal or misrepresent the reality and/or substance of any matter in relation to the Transaction.
- 1.4. Any party to a Transaction is prohibited from:-
 - 1.4.1. proposing in any way, either directly or indirectly, to any other party to the Transaction that the Transaction is dependent upon a Player's agreement to contract with a specific Intermediary; or

- 1.4.2. making the Transaction conditional on a Player's agreement to contract with a specific Intermediary.
- 1.5. A Club shall use reasonable endeavours to ensure that its Club Officials and Manager comply with the requirements of these Regulations.
- 1.6. An Intermediary, Club and Player must ensure that all relevant contracts and documents contain the name, signature and registration number of each and every Intermediary carrying out any Intermediary Activity in relation to a Transaction (whether directly or indirectly), as well as any other information as may be required by the FAW from time to time. If a Player or Club has not used the services of an Intermediary at any time in a Transaction, this fact must be stated in all relevant documents in respect of such Transaction.
- 1.7. Any natural or legal person who wishes to act as an Intermediary shall apply for registration with the FAW on a form as may be prescribed by the FAW from time to time. The Registration, if approved, will be valid for one (1) year.
- 1.8. A natural or legal person who wishes to register with the FAW to act as an Intermediary will be required to pay a fee of five hundred pounds (£500.00) or any other fee that may be prescribed by the FAW from time to time. A natural or legal person already registered with the FAW to act as an Intermediary will be required to pay a fee of two hundred and fifty pounds (£250.00) or any other fee prescribed by the FAW from time to time in order to renew that Registration.
- 1.9. Any natural or legal person who wishes to act as an Intermediary will be required to maintain during the course of their Registration a full and comprehensive Insurance Policy in respect of the provision of Intermediary Activity and as a requirement of Registration a copy of a valid Insurance Policy will be lodged with the FAW.
- 1.10. An Official (as defined by the FIFA Statutes or any successor hereto) or a Player cannot register as an Intermediary. In the event of an Intermediary becoming an Official or a Player he shall have his Registration suspended for as long as he remains an Official or a Player.
- 1.11. A natural person seeking to register as an Intermediary will be required to satisfy the FAW of his impeccable reputation before such Registration will be approved, on terms stipulated from time to time. As such, Intermediaries are obliged to notify the FAW within ten (10) Business

Days of any change in circumstances relating to an Intermediary's impeccable reputation.

- 1.12. Should the FAW become aware of any change in circumstances which affects or could affect the impeccable reputation of a natural person registered as an Intermediary the FAW can, in its absolute discretion, suspend the Registration of the Intermediary and will automatically refer the matter to the Disciplinary Panel. In these circumstances, the suspension of the Registration will remain in force until the Disciplinary Panel has completed its consideration of the suspension and made its own order in respect of the cancellation or continuation of the suspension. The relevant provisions of Section E of the FAW Rules shall apply to the Disciplinary Panel's consideration of the matter, including in respect of any hearing and any subsequent appeal.
- 1.13. Where, for any reason, the FAW is not prepared to approve the Intermediary's application for Registration, the FAW shall, other than in the circumstances described in 1.19 below, upon receiving written notice from the applicant within 7 Business Days of the FAW issuing notification of its decision, refer the matter to the Disciplinary Panel who shall make a final decision on whether or not to grant the application (and, if granted, with or without conditions). The relevant provisions of Section E of the FAW Rules shall apply to the Disciplinary Panel's consideration of the matter, including in respect of any hearing and any subsequent appeal.
- 1.14. A natural or legal person may appeal against the decision of the Disciplinary Panel of the FAW Judicial Bodies to reject an application for Registration or to continue to suspend or to revoke a Registration to either the Appeals Panel or the Independent Arbitration Panel of the FAW Judicial Bodies in accordance with the procedures as set out under Section E of the FAW Rules.
- 1.15. If the appeal is upheld the FAW will approve the natural or legal person's Registration or revoke the suspension of the Registration but shall not accrue any liability of any nature whatsoever to the natural or legal person arising out of, or in connection with, any decision or action taken or omitted by the FAW in relation to the determination of, suspension or revocation of the natural or legal person's Registration.

Registration Process and Conditions

- 1.16. As soon as the FAW receives the application for Registration on the appropriate form or forms as may be prescribed by the FAW from time to time and the appropriate application fee as may be prescribed by the FAW from time to time has been paid the natural or legal person will

receive confirmation that he has been provisionally registered as an Intermediary. Upon receiving confirmation of provisional Registration he will be entitled to carry out Intermediary Activity within Wales subject to the provisions of 1.19 below.

- 1.17. The provisional Registration of an Intermediary as referred to in 1.16 above, will only proceed to full Registration upon confirmation from the FAW that the conditions relating to the impeccable reputation of the Intermediary (referred to in 1.11 above) as well as any other conditions that the FAW, in its sole discretion, may stipulate from time to time have been satisfied. Once the FAW has satisfied itself of the Intermediary's impeccable reputation it will confirm to him that his full Registration as an Intermediary has been approved.
- 1.18. As soon as his Registration has been approved by the FAW, the Intermediary will be entitled to use the following designation, and no variation thereof, after his name and business relations; "FAW Registered Intermediary". An Intermediary shall not be entitled to hold himself out as having any connection with the FAW other than this designation (for the avoidance of doubt usage of the FAW's crest by the Intermediary is prohibited).
- 1.19. If the natural or legal person does not provide all of the information as required by the FAW within ten (10) Business Days from the date of the application for Registration, the provisional Registration will automatically lapse and the application for Registration as an Intermediary will not be approved. In these circumstances the natural or legal person will not be registered to carry out Intermediary Activity within Wales and all such activity must cease immediately.
- 1.20. Where a natural or legal person allows a provisional Registration to lapse in accordance with the provisions referred to in 1.19 above, that natural or legal person will be, in any future application for Registration, required to provide all of the information as required by the FAW to establish his impeccable reputation before being able to carry out any Intermediary Activity within Wales and will not be entitled to obtain provisional Registration as per the provisions of 1.16 above.
- 1.21. An Intermediary must procure that the Organisation with which they are associated complies with any requirements of the FAW pursuant to its Rules and Regulations.

Requirements Relating to Minors

- 1.22. Prior to entering into a Representation Contract with a Minor or with a Club in respect of a Minor, an Intermediary must obtain permission from the FAW to deal with Minors, which shall include the Intermediary undertaking an Enhanced DBS check for Regulated Activity to the satisfaction of the FAW. This authorisation can be applied for by an Intermediary when registering with the FAW or at any point after his Registration. This authorisation shall be valid for 3 years subject to the Intermediary being registered for 3 years.
- 1.23. Only a natural person registering as an Intermediary can register to work with Minors.
- 1.24. An Intermediary applying to deal with Minors shall be required to satisfy the FAW of his suitability, on the terms that shall be stipulated by the FAW from time to time.

Requirements of Legal Persons

- 1.25. A legal person can only be registered as an Intermediary by a natural person already registered as an Intermediary.
- 1.26. A legal person registered as an Intermediary shall be responsible for declaring those natural persons registered as Intermediaries who are authorized to conduct Intermediary Activity on behalf of the legal person.
- 1.27. Any Intermediary Activity carried out on behalf of a legal person registered as an Intermediary must be carried out by a natural person registered as an Intermediary and authorised to represent the legal person pursuant to clause 1.7 of these Regulations.
- 1.28. When a legal person registered as an Intermediary carries out Intermediary Activity for or on behalf of a Player and/or a Club in a Transaction, the name, signature and registration number of the natural person representing said legal person pursuant to clause 1.23 of these Regulations, must appear on all relevant paperwork as is required by the FAW from time to time.
- 1.29. For the purpose of clause 4.2 of these regulations when a legal person registered as an Intermediary is involved in a Transaction, the FAW will publish the name of the natural person declared as representing the legal person in said Transaction.

2. REPRESENTATION CONTRACT

- 2.1. An Intermediary and a Player or Club (as applicable) must have entered into a validly executed written Representation Contract prior to the Intermediary carrying out any Intermediary Activity on its behalf.
- 2.2. The Representation Contract must contain the entire agreement between parties in relation to the Intermediary Activity and shall, as a minimum, contain all Obligatory Terms of the relevant Standard Representation Contract. The parties may add other terms so long as they are consistent with the Obligatory Terms of the Standard Representation Contract and the requirements of these Regulations and the FIFA 'Regulations on Working with Intermediaries'.
- 2.3. All parties to a Representation Contract must ensure that copies of any and all Representation Contracts that came into force after 1st April 2015 and to which they are a party are lodged with the FAW in any manner as may be prescribed from time to time. Representation Contracts must be lodged within ten (10) Business Days of being executed and in any event no later than at the time of the registration of a Transaction by the FAW.
- 2.4. Any term of a Representation Contract that breaches the requirements of these Regulations or the FIFA 'Regulations on Working with Intermediaries', is not permitted. In such cases, the FAW shall have the power to notify the parties of any such breach whereupon the parties shall remedy the breach by making the necessary amendments as notified. Failure to remedy any breach shall constitute a breach of these Regulations, separate from and in addition to the initial breach.
- 2.5. All parties to a Representation Contract must inform the FAW in writing of any early termination, novation, variation or other events that affects the validity or status of a Representation Contract (except natural expiration) within ten (10) Business Days of such event.
- 2.6. Where an Intermediary assigns or subcontracts any Intermediary Activity duties or services or responsibilities in relation to a Player or a Club to another Intermediary, the Intermediary must:-
 - 2.6.1. lodge with the FAW a copy of the Representation Contract between the assigning or subcontracting Intermediary and the Player or Club in accordance with clause 2.3 of these Regulations;
 - 2.6.2. record the terms upon which those obligations are assigned or subcontracted and incorporate the written consent of the Player or Club in a single document; and

- 2.6.3. complete and lodge with the FAW such document in the same way as a Representation Contract under clause 2.3 of these Regulations.
- 2.7. Where a Player has a non-exclusive Representation Contract with an Intermediary, a Club must deal with that Intermediary in relation to any Transaction concerning the Player, unless the Player provides a prior written request to the Club requesting it not to do so; such written request also to be provided by the player to the Intermediary as soon as reasonably practicable and in any event prior to the Transaction taking place.
- 2.8. An Intermediary must not either directly or indirectly, make any approach to, or enter into any agreement, with a Player in relation to any Intermediary Activity before 1st January of the year of the Player's 16th birthday.
- 2.9. An Intermediary cannot enter into a Representation Contract with a Minor unless it is countersigned by the Minor's parent or guardian with parental responsibility and has the authorisation of the FAW to do so.
- 2.10. An Intermediary can only enter into a Representation Contract with a player for a maximum of 2 years.

3. PAYMENT TO INTERMEDIARIES

- 3.1. An Intermediary may be remunerated by the Club or the Player for whom he acts. Payments must be made in accordance with the terms of the Representation Contract between the parties or the relevant paperwork submitted to FAW to register the Transaction.
- 3.2. Where an Intermediary undertakes Intermediary Activity for the Player, the Player may discharge his obligations to pay the Intermediary as specified in the Representation Contract between the parties or the relevant paperwork submitted to the FAW to register the Transaction in one or more of the following ways only:-
- 3.2.1. the Player may pay the Intermediary Directly; or
- 3.2.2. where the Player makes a request in writing to the Club, the Club may:-
- 3.2.2.1. make an actual deduction in periodic instalment(s) from the Players net salary in favour of the Intermediary, so

that the sums are deducted and paid in discharge of the Player's obligation to the Intermediary contained in the relevant Representation Contract or paperwork submitted to the FAW; and/or

- 3.2.2.2. discharge the Player's liability towards his Intermediary, as contained in the relevant Representation Contract or the relevant paperwork submitted to the FAW, on the Player's behalf as a taxable benefit.
- 3.3. Where the Intermediary and the Player agree in the Representation Contract that a commission (lump sum or instalments) is to be paid in respect of a Transaction it shall be calculated on the basis of the Player's Basic Gross Income as set out on the employment contract concluded by the Player in respect of which he was represented by the Intermediary.
- 3.4. Where the Intermediary and the Player agree periodic instalments and the Player's employment contract in respect of which he is represented by the Intermediary lasts longer than the Representation Contract, the Intermediary is entitled to the agreed instalments after expiry of the Representation Contract, until the Player's employment contract expires or, if earlier, until the Player signs a new employment contract without the involvement of that Intermediary.
- 3.5. Any and all remuneration or payments of whatever nature, and however arising, and whether direct or indirect, made to any natural or legal person in relation to any Intermediary Activity for or on behalf of a Club, must be paid by the Club only, and must be fully recorded in the accounting records of the Club. This does not prevent an Intermediary acting for a Club from paying another Intermediary with whom he has assigned or sub-contracted any Intermediary Activity duties or services or responsibilities in accordance with clause 2.6 of these Regulations.
- 3.6. Where the Intermediary and the Club agree that such commission is to be paid, they shall also agree in the Representation Contract what the commission shall be and whether the Club shall remunerate the Intermediary with a lump sum payment at the start of the employment contract of the Player who was subject to the Transaction or whether the Club will pay by periodic instalments and/or whether such commission (or any instalment or part thereof) shall be conditional in any way.
- 3.7. Save when acting further to clause 2.6 of these Regulations, an Intermediary, or an Intermediary's Organisation, must not pass any remuneration directly relating to Intermediary Activity to any other

person. This does not affect the ability of the Organisation to pay its employees or contractors pursuant to their employment or other contracts or any other parties for purposes unrelated to any Intermediary Activity.

- 3.8. A Club which pays to a club a compensation payment and/or any Solidarity Payment and/or any Domestic or International Training Compensation, or other sum properly payable as consideration for, or in connection with, a Transaction must ensure that it pays such amount(s) only to the club and/or any other clubs and/or persons to whom the same is payable in accordance with any applicable competition rules and/or the Rules and/or the Regulations of the FAW. A Club must not pay any amount to any other third party (including but not limited to any Intermediary involved with the Transaction) save with the express consent of the appropriate governing body in respect of the Transaction in question.
- 3.9. Players and/or Clubs that engage the services of an Intermediary when negotiating an employment contract and/or a transfer agreement are prohibited from making any payment to such Intermediary if the Player concerned is a Minor.
- 3.10. As a recommendation, Players, Clubs and Intermediaries may adopt the following benchmarks:-
 - 3.10.1. the total amount of remuneration per Transaction due to Intermediaries who have been engaged to act on a Player's behalf should not exceed three percent (3%) of the Player's Basic Gross Income for the entire duration of the relevant employment contract.
 - 3.10.2. the total amount of remuneration per Transaction due to Intermediaries who have been engaged to act on a Club's behalf in order to conclude an employment contract with a Player should not exceed three percent (3%) of the Player's eventual Basic Gross Income for the entire duration of the relevant employment contract.
 - 3.10.3. subject to clause 6.3 of these Regulations, the total amount of remuneration per Transaction due to Intermediaries who have been engaged to act on a Club's behalf in order to conclude a transfer agreement should not exceed three percent (3%) of the eventual transfer compensation paid in connection with the relevant transfer of the Player.

4. DISCLOSURE & PUBLICATION

- 4.1. The FAW shall be entitled to publish the name and registration number of every Intermediary, as well as, where applicable, the name of the Organisation (or legal person registered as an Intermediary) he is connected with.
- 4.2. The FAW shall be entitled to publish in any manner at any time it considers appropriate, the list of every Transaction in which any Intermediary has been involved.
- 4.3. The FAW shall be entitled to publish, in any manner it considers appropriate, the total consolidated amount of all payments paid by all Players to intermediaries and the total consolidated amount of all payments made by each Club to Intermediaries.
- 4.4. The FAW shall be entitled to publish the findings of disciplinary proceedings against an Intermediary who has breached these Regulations.
- 4.5. The FAW shall be entitled to publish, in any manner it considers appropriate, the suspension or revocation of the Registration of an Intermediary.

5. CONFLICT OF INTERESTS

- 5.1. An Intermediary may only act for one party to a Transaction save where the Intermediary and other relevant parties comply in full with the requirements regarding consent for dual/multiple representation set out in clauses 5.2 and 5.3 below. The content of clauses 5.2 and 5.3 must also be complied with prior to any situation where two or more Connected Intermediaries are proposing to act for more than one party to a Transaction. In that case, the Connected Intermediaries will collectively be required to comply with the requirements of clauses 5.2 and 5.3.
- 5.2. An Intermediary may undertake Intermediary Activity for more than one party in relation to a Transaction, only where the following requirements are met in full:-
 - 5.2.1. the Intermediary has a pre-existing Representation Contract with one party to the Transaction (“the first party”) and the Representation Contract has been lodged with the FAW in accordance with the requirements of clause 2 of these

Regulations. Alternatively the Intermediary has entered into a sub-contract agreement in relation to the first party in accordance with the requirements of clause 2.6; and

- 5.2.2. the Intermediary obtains all parties prior written consent to him providing services to any other party to the Transaction (the other parties) in a form prescribed by the FAW from time to time; and
 - 5.2.3. once the Intermediary and the other parties have agreed terms, (but prior to them entering into a Representation Contract), the Intermediary must inform all parties in the form prescribed by the FAW from time to time of the full particulars of the proposed arrangements including, without limitation, the proposed fee (if any) to be paid by all the parties to the Intermediary; and
 - 5.2.4. all parties are given the reasonable opportunity to take independent legal advice and/or in the case of a Player, to take advice from the Professional Footballers Association prior to providing written consent in the form prescribed by the FAW from time to time; and
 - 5.2.5. having been given such opportunity, all parties provide their express written consent for the Intermediary to enter into a Representation Contract with the other party(ies) on the proposed terms in the form prescribed by the FAW from time to time.
- 5.3. Where any party does not provide its express consent in accordance with the above requirements, the Intermediary is not permitted to proceed with the provision of services to the other party(ies), or receive any remuneration from the other party(ies) in respect of the Transaction, and the other parties are not permitted to receive any services from the Intermediary or make any payment to the Intermediary in respect of the relevant Transaction. The Intermediary may continue to represent the first party (only) in respect of the relevant Transaction and be paid for such services in accordance with clause 3 of these Regulations and the terms of the relevant Representation Contract.

6. RESTRICTION ON CONFLICT OF INTEREST

- 6.1. An Intermediary or an Intermediary Organisation shall not have an interest in a Club. Similarly, a Player, Club, Club Official or Manager shall not have any interest in the business or affairs of an Intermediary or Intermediary's Organisations.

Such interest shall be defined as:-

- 6.1.1. beneficial ownership of more than 5% of any entity, firm or company through which the activities of the Club or Intermediary (as applicable) are conducted; and/or
 - 6.1.2. being in a position or having any association that may enable the exercise of a material, financial, commercial, administrative, managerial or any other influence over the affairs of the Club or Intermediary (as applicable) whether direct or indirectly and whether formally or informally.
- 6.2. An interest for the purpose of clauses 6.1.1 and 6.1.2 above includes an interest of:-
 - 6.2.1. a spouse, child, stepchild, parent or sibling of the Intermediary, Player, Club Official or Manager (as applicable); and/or
 - 6.2.2. a company in which any legal or beneficial interest or any proportion or share is held by the Intermediary, Player, Club Official or Manager or any spouse, child, stepchild, parent or sibling of the intermediary, Player, Club Official or Manager (as applicable); and/or
 - 6.2.3. a company over whose financial, commercial, administrative, managerial affairs any other control or influence can be exercised by the spouse, child, stepchild, parent or sibling of the Intermediary, Player, Club Official or Manager (as applicable).
- 6.3. An Intermediary must not have, either directly or indirectly, any interest of any nature whatsoever in relation to a registration right or an economic right. This includes, but is not limited to, owning any interest in any transfer compensation or any future transfer value of a player. This does not prevent an Intermediary acting solely for a Club in a Transaction being remunerated by reference to the total amount of the transfer compensation generated by the Transaction.
- 6.4. An Intermediary must not give, offer or seek to offer, any consideration of any kind, either directly or indirectly, to any Club, Club Official, Manager or Player as a result of, or in connection with, a Transaction or in return for any benefit, service, favour or any kind of preferential treatment in respect of the Club's Players, access to those Players or the promotion of the Intermediary's services with those Players. Clubs, Club Officials, Managers and Players are prohibited from accepting such offers or receiving such consideration.

- 6.5. An Intermediary must not give, offer or seek to offer, any consideration of any kind, either directly or indirectly, to a Player (or any family member of that Player) in relation to entering into a Representation Contract with that Intermediary. Players are prohibited from accepting such offers or receiving such consideration.

7. DUTY TO DISCLOSE

- 7.1. A Player, Club, Club Official or Manager must disclose to the FAW any agreement or contractual or other arrangement whether formal or informal that exists between any Player, Club, Club Official or Manager and any Intermediary (or any Intermediary's Organisation) whereby any money is paid by or on behalf of such Intermediary (or such Intermediary's Organisation) to such Player, Club, Club Official or Manager. Such disclosure must be made within ten (10) Business Days of the Intermediary entering into such a contractual or customary arrangement with the Player, Club, Club Official or Manager.
- 7.2. An Intermediary must disclose to the FAW any agreement or contractual or other arrangement whether formal or informal that exist between that Intermediary and any Club Official, Manager or Club in respect of a Club Official or Manager whereby such Intermediary represents the interests of any such Club Official, Manager or Club in respect of a Club Official or Manager. Such disclosure must be made within Ten (10) Business Days of:-
- 7.2.1. the Intermediary entering into such an agreement or contractual or other arrangement with a Club Official, Manager or Club in respect of a Club Official or Manager; or
- 7.2.2. an individual becoming a Club Official or Manager and having pre-existing agreement or contractual or other arrangement with an Intermediary; or
- 7.2.3. a natural or legal person registering as an Intermediary and having a pre-existing agreement or contractual or other arrangement with a Club Official, Manager, or Club in respect of a Club Official or Manager.
- 7.3. Intermediaries, Players, Clubs, Club Officials and Managers shall disclose in writing any actual or potential conflict of interest they might have in relation to a Transaction and shall obtain the express written consent of the other parties involved in the matter (in a form prescribed by the FAW from time to time) in order for their activity in the Transaction to continue. A copy of this form shall be disclosed to the FAW within 10

Business Days of being completed and in any event no later than at the time of the Registration of a Transaction by the FAW.

8. BREACH OF THESE REGULATIONS

8.1. Any breach or allegation of breach of these Regulations shall be dealt with by the Judicial Bodies of the FAW in accordance with Section E of the FAW Rules.

9. MISCELLANEOUS

9.1. To the extent that any provision of these Regulations or its performance contravenes any applicable law or regulation, it shall be deemed to be null and void; provided, however, that such determination shall not affect the validity and enforceability of any other provision of these Regulations, which shall remain in full force and effect.

DEFINITIONS

The following terms shall have the following meaning meanings:-

“Basic Gross Income” means a Player’s basic gross salary or wage, excluding any bonus that is conditional upon the Player and/or his Club’s performance. For the avoidance of doubt, benefits and privileges are also excluded from the Basic Gross Income.

“Business Days” means any day of the week except a Saturday or Sunday or public bank holiday in Wales.

“Club” means any football club which is affiliated to the Football Association of Wales, or directly affiliated Area Association other than those clubs referred to in the FAW Ceding Regulations 2011.

“club” means any football club that plays the game of football in any country in any country in a competition sanctioned and recognised by the relevant National Association.

“Club Official” in these regulations shall mean any official, director, secretary, servant or representative of a Club

“Connected Intermediary” means an intermediary who is connected to another intermediary as a result of:-

- i) them being employed or retained by, shareholder in or director or co-owner of the same Organisation or legal person registered as an intermediary; or
- ii) being representative of a legal person registered as an intermediary pursuant to clause 1 of these regulations;
- iii) them being married to, sibling of, or parent, child or stepchild of the other Intermediary; or
- iv) them having made any contractual or other arrangement whether formal or informal to co-operate in the provision of any Intermediary Activity or to share the revenue or profits of any part of their Intermediary Activity.

“Disciplinary Panel” means the first instance panel of the Association constituted and empowered to hear disciplinary matters and disputes pursuant to Section E of the FAW Rules.

“Insurance Policy” means commercial general liability insurance cover to provide cover for all liability arising out of or connected to Intermediary Activity.

“Intermediary” means any natural or legal person who carries out Intermediary Activity and has registered with the FAW in accordance with Clause 1.

“Intermediary Activity” means acting in any way and at any time either, directly or indirectly, for or on behalf of a Player or a Club in relation to any matter relating to a Transaction. This includes, but is not limited to, entering into a Representation Contract with a Player or a Club.

For the avoidance of doubt, a Club Official is not acting as an Intermediary when he carries out any Intermediary Activity in relation to any matter relating to a Transaction for or on behalf of that Club. Similarly, a lawyer is not acting as an Intermediary when he solely and exclusively undertakes or provides Permitted Legal Advice in relation to any matter relating to a Transaction.

“Lawyer” means an individual who is duly authorised by the appropriate professional or regulatory body to act in the capacity of solicitor or barrister in the United Kingdom, or the equivalent profession in a jurisdiction outside of the United Kingdom.

“Minor” means a Player who has yet not yet reached the age of 18.

“Obligatory Term” means clauses set out in a Standard Representation Contract, and marked in bold (bold or italics) therein, that parties are required under clause 2 of these regulations to include unaltered in a Representation Contract.

“Organisation” means an agency, person, firm or company retaining, comprising, employing, or otherwise acting as a vehicle for one or more Intermediaries and not registered as an Intermediary itself pursuant to clause 2 of these regulations.

“Manager” means the Official of a Club responsible for selecting a Club team.

“Permitted Legal Advice” means advice or assistance provided by a Lawyer to a Club or Player, either directly or indirectly, in relation to any Transaction where:-

- i) the Lawyer has entered into terms of engagement with the Club in a form required by the Lawyer’s professional regulator and solely operates under those terms; and
- ii) the lawyer is providing the advice or assistance as part of a practise which is regulated by the Lawyer’s profession; and
- iii) the advice or assistance either related to:-
 - a) the legal form of the documents that arise out of the Transaction, or the legal implications of that Transaction, as opposed to the negotiation of the substantive terms of the Transaction and, in particular, the remuneration terms of the Transactions; or
 - b) a dispute arising out of a transaction; and
 - c) the Lawyer is remunerated in a manner which is consistent with the manner in which Lawyers are ordinarily remunerated for carrying out such services or assistance.

“Player” means a player of Association Football registered with the Association, an Area Association, Qualifying Club or any other league or club.

“player” means any football player who plays the game of football in any country and is recognised as such by their National Association.

“Registration” means completion of the process defined from time to time by the FAW whereby a natural or legal person registers with the FAW as an Intermediary.

“Representation Contract” means any agreement between an Intermediary (on the one hand), and a player and/or Club (on the other hand), the purpose or effect which is to cover the provision of Intermediary Activity. A Representation Contract must comply with the Obligatory Terms of a Standard Representation Contract.

“Solidarity Payment” means any payment pursuant to the requirements of the FIFA Regulations on the Status and Transfer of Players in relation to the Solidarity Mechanism as defined within those regulations or any successor or replacement thereof.

“Standard Representation Contract” is a Representation Contract in the form prescribed by the FAW from time to time.

“Training Compensation Payment” means any payment pursuant to the requirements of the FIFA Regulations on the Status and Transfer of Players and the FAW Regulations in relation to the Training Compensation Payment as defined within those regulations or any successor or replacement thereof.

“Transaction” means any negotiation or related activity, including any communication relating or preparatory to the same, the intention or effect of which is to create, terminate or vary the terms of a player’s contract of employment with a Club to facilitate or effect the registration of a player with a Club, or the transfer of the registration of a player from a club to a Club (whether temporary or permanent basis). A completed Transaction is one that has so achieved the creation, termination or variation of the terms of the Player’s contract or employment with a Club, the registration of the player with a Club or the transfer of the registration from a club to a Club.