

THINGS TO CONSIDER IF SIGNING WITH A FOOTBALL AGENT



Professional
Footballers'
Association

THIS GUIDE PROVIDES AN OVERVIEW OF SOME COMMON INFORMATION TO CONSIDER BEFORE SIGNING A REPRESENTATION AGREEMENT WITH A FOOTBALL AGENT AND CAN SUPPORT THE FAMILY NEGOTIATING THE TERMS OF SUCH AGREEMENT.

PLEASE NOTE, THESE REGULATIONS CAN BE SUBJECT TO CHANGE.



REGISTERED AGENT

Ensure that the agent is FA registered **AND** authorised to work with minors (if applicable). Both checks can be done through the FA's list of registered Football Agents: www.thefa.com

Upon request a FA Registered Football Agent should be able to present digital identification to verify themselves and their current registration status via the ID123 mobile application (not by screenshot, photo or any other alternative).

More details can be found here: www.thefa.com



TERM

The maximum duration of a representation agreement is two years, meaning the player and the agent can agree a shorter duration. The player can then ensure they are happy with the services being provided before committing to a longer deal.



EXCLUSIVITY

Generally, the representation agreement will be on an exclusive basis meaning that the player is not permitted to engage with another football agent or any other third party in relation to, or to provide, the services under the contract, without the prior written consent of the agent.

Despite the wording of the contract, the player is permitted under the FA Football Agent Regulations to speak to and / or enter into a representation agreement with another agent during the final two months of their existing representation contract however the new representation contract may not commence until the expiry of the existing contract.



SELF-REPRESENTATION

Under the FA Football Agent Regulations, a player is entitled to represent themselves should they wish to do so, i.e. a player cannot be penalised for arranging their own playing contract without the use of their agent.

However, in practice, clauses may be included in the agreement which mean that the agent may seek remuneration in such circumstances.

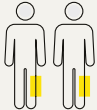


COMMISSION (SERVICE FEE*):

The commission an agent receives is usually listed as a percentage of a player's income and varies depending on whether it relates to income from football or commercial contracts:

- **Playing contracts** – It is standard in the industry that a player is required to pay the agent a sum equivalent to **3-5%** of their pay.
- **Commercial contracts** – Typically, it is standard in the industry for this percentage to be anywhere between **10%-20%**.

*These fees are negotiable.



DUAL REPRESENTATION

Most representation agreements will include a dual representation clause. Dual representation is when an agent represents both a single club and a player in the same transaction, this type of representation can occur if both the player and the agent have explicitly agreed to it in advance and in writing.



TAX

Generally the agent will be paid by the engaging club on the player's behalf which is a 'benefit in kind' to the player. Therefore tax implications will apply and the player should be aware of these.



INDEPENDENT LEGAL ADVICE

An agent must inform a player of their right to consider taking independent legal advice or advice from The PFA before entering into or amending a representation contract.



MINORS

Be aware that a football agent (with authorisation to act for minors) **may not** approach and/or enter into a representation agreement with a minor prior to 1 January in the **academic year** in which the minor reaches the age of 16.

PERIOD IN WHICH MINOR REACHES AGE OF 16	DATE ON WHICH AGENT CAN APPROACH MINOR / ENTER INTO A REPRESENTATION CONTRACT WITH A MINOR
1 September 2024 to 31 August 2025	1 January 2025
1 September 2025 to 31 August 2026	1 January 2026



TERMINATION

It is important to note that once a player has signed with an agent, it can be difficult to simply 'walk away' or terminate the agreement. An agent and a player may agree to mutually end an agreement in circumstances where the player is no longer happy but the agent is not required to agree to end the contract. We therefore advise careful consideration on any termination rights in representation agreements.

Should you wish to receive more clarification on this topic or details on specific clauses, please contact The PFA. youthadvisory@thepfa.com