



REGULATIONS ON WORKING WITH INTERMEDIARIES

1.	OBJECTS AND APPLICATION	2
2.	GENERAL OBLIGATIONS	2
3.	REGISTRATION OF INTERMEDIARIES	3
4.	REPRESENTATION CONTRACT	3
5.	DISCLOSURE AND PUBLICATION	4
6.	PAYMENTS TO INTERMEDIARIES	4
7.	CONFLICTS OF INTEREST	6
8.	NOTICE AND DISCIPLINARY MEASURES	6
9.	DEFINITIONS AND INTERPRETATIONS	6
10.	ENFORCEMENT AND TRANSITIONAL MEASURES	8
	SCHEDULE A – INTERMEDIARY DECLARATION FOR NATURAL PERSONS	9
	SCHEDULE B – INTERMEDIARY DECLARATION FOR LEGAL PERSONS	11

1. OBJECTS AND APPLICATION

- 1.1 These Working with Intermediaries Regulations (**Regulations**) are made pursuant to the requirement of FIFA that FFA must put in place regulations that govern the engagement of Intermediaries by Clubs and Players.
- 1.2 These Regulations are based on the FIFA WWI Regulations which come into force on 1 April 2015 and should be read in conjunction with the FIFA WWI Regulations. In the event of any inconsistency between these Regulations and the FIFA WWI Regulations, these Regulations apply.
- 1.3 The objectives of these Regulations are to:
- (a) promote and safeguard high ethical standards in the relations between Clubs, Players and Intermediaries; and
 - (b) protect Players and Clubs from being involved in unethical and/or illegal practices and circumstances in the context of concluding:
 - (i) employment contracts between Players and Clubs; and
 - (ii) transfer agreements.
- 1.4 These Regulations govern the engagement of an Intermediary by a Player and/or Club on their behalf in relation to a Transaction.
- 1.5 These Regulations form part of the FFA Statutes.

2. GENERAL OBLIGATIONS

- 2.1 With respect to a Transaction, a Player and/or Club may represent themselves or be represented by an Intermediary.
- 2.2 Players and Clubs must not engage an Official as an Intermediary.
- 2.3 A Club must ensure that its Club Officials agree to, and comply with, these Regulations.
- 2.4 In selecting and engaging an Intermediary, Clubs and Players must act with due diligence. As a minimum, this requires a Player and/or Club (as the case may be) to ensure that:
- (a) the Intermediary, except where the Intermediary is a Lawyer Engaged to Provide Legal Services in relation to a Transaction, duly executes an Intermediary Declaration in accordance with these Regulations; and
 - (b) a Representation Contract which complies with these Regulations is duly executed between the parties.
- 2.5 Subject to clause 2.6 below, whenever an Intermediary is involved in a Transaction, FFA will register such involvement in the FFA Registration System.
- 2.6 Prior to registering an Intermediary's involvement in a Transaction pursuant to clause 2.5 above, FFA must be satisfied that the Intermediary:
- (a) has an impeccable reputation; and
 - (b) has no contractual relationship with FFA, leagues, associations, confederations or FIFA that could lead to a potential conflict of interest.

FFA is deemed to be satisfied of the above matters:

- (c) in the case of an Intermediary being a Lawyer Engaged to Provide Legal Services in relation to a Transaction, upon the Player and/or Club advising FFA in writing that the Intermediary is a Lawyer; and
- (d) in the case of an Intermediary not being a Lawyer Engaged to Provide Legal Services in relation to a Transaction, upon obtaining a duly executed Intermediary Declaration.

3. REGISTRATION OF INTERMEDIARIES

- 3.1 Subject to clause 3.2 below, if a Player and/or Club engages an Intermediary in relation to a Transaction, then following the conclusion of each such Transaction, the Player and/or Club must, where the Intermediary is:
- (a) a Lawyer Engaged to Provide Legal Services in relation to a Transaction, advise FFA in writing that the Intermediary is a Lawyer Engaged to Provide Legal Services in relation to a Transaction; or
 - (b) not a Lawyer Engaged to Provide Legal Services in relation to a Transaction, submit to FFA an Intermediary Declaration duly executed by the Intermediary, which must be submitted at the same time as the Representation Contract is submitted.
- 3.2 A Player and/or Club is deemed to have complied with the obligation prescribed in clause 3.1(b) where the Intermediary has:
- (a) pre-lodged a duly executed Intermediary Declaration with FFA in accordance with the process prescribed by FFA from time to time for this purpose; and
 - (b) paid the Service Fee; and
 - (c) not, prior to the conclusion of any particular Transaction, notified FFA of any change in circumstances which does, or may, render any previous declaration made by the Intermediary to be false or misleading in any manner; and
 - (d) confirmed with the Player and/or Club in writing that they have complied with subparagraphs (a) to (c) immediately above.

4. REPRESENTATION CONTRACT

- 4.1 If an Intermediary is engaged by a Player and/or Club in respect of a Transaction, then the parties must enter into a duly executed Representation Contract.
- 4.2 The Representation Contract must:
- (a) specify the nature of the legal relationship (for example, whether a service, consultancy, job placement);
 - (b) be in writing; and
 - (c) contain the following minimum details:
 - (i) names of the parties;
 - (ii) scope of services;
 - (iii) term of the contract;
 - (iv) remuneration due to the Intermediary (if any);
 - (v) general terms of payment;
 - (vi) date of conclusion;
 - (vii) termination provisions; and

- (viii) signatures of the parties, and if the Player is a Minor, the signature of the Player's legal guardian or guardians.

4.3 A Player and/or Club that is a party to a Representation Contract must ensure a copy of the Representation Contract is lodged with FFA in the manner prescribed by FFA from time to time. The Representation Contract must be lodged with FFA no later than 7 days after completion of the Transaction.

5. DISCLOSURE AND PUBLICATION

5.1 FFA will publicly publish at the end of March of every calendar year:

- (a) the name of each Intermediary that FFA has registered in the FFA Registration System;
- (b) a list of every Transaction in which an Intermediary was involved; and
- (c) the total amount of all remunerations or payments actually made to Intermediaries by Players and Clubs, with the published figures to be:
 - (i) a consolidated total figure for all Players; and
 - (ii) individual Clubs' consolidated total figure.

5.2 Each Player and/or Club that engages an Intermediary for a Transaction must disclose to FFA full details of any and all agreed remuneration and payments of whatsoever nature that are made to such Intermediary for each Transaction.

5.3 Each Club and Player consents to FIFA, FFA, associations and confederations obtaining, if necessary, for the purpose of their respective investigations, all contracts, agreements and records in connection with a Club's or Player's activity with an Intermediary.

5.4 Each Player and Club that engages an Intermediary must reach agreement with such Intermediary to ensure there is no impediment or limitation on the disclosure of the information and documents referred to in clauses 5.1, 5.2 and 5.3 above.

5.5 FFA may elect, but is not obliged, to make available to Players registered with, and Clubs affiliated to, FFA any information relating to Transactions that have been found to be in breach of these Regulations.

5.6 A Club and/or Player (as the case may be) must ensure that for every Transaction in which an Intermediary:

- (a) is used, the relevant transfer agreement or employment contract must include the name and signature of the relevant Intermediary; or
- (b) is not used, the relevant transfer agreement or employment contract must contain a specific disclosure of this fact.

5.7 A Player and/or Club must produce to FFA copies of any and all documents related to a Transaction which FFA, in its sole and absolute discretion, determines it requires for the purposes of these Regulations (including, without limitation, for the purposes of assessing whether there has been a breach of these Regulations).

6. PAYMENTS TO INTERMEDIARIES

6.1 An Intermediary may be remunerated by the Player or Club (as the case may be) in respect of a Transaction, unless the Player concerned is a Minor.

6.2 A Player and/or Club that engages an Intermediary for a Transaction is prohibited from making any payment to the Intermediary if the Player concerned is a Minor.

- 6.3 Where the Player and an Intermediary agree in the Representation Contract that the Intermediary is to be remunerated in respect of a Transaction, the remuneration:
- (a) must be calculated on the basis of the Player's Basic Gross Income for the duration of the Player's employment contract; and
 - (b) may be:
 - (i) paid directly by the Player to the Intermediary; or
 - (ii) paid by the Club on the Player's behalf where the:
 - (A) Player requests the Club in writing to do so;
 - (B) Club agrees to the Player's written request; and
 - (C) payment is made on the terms of payment agreed between the Player and the Intermediary in their relevant Representation Contract.
- 6.4 Where a Club and an Intermediary agree in the Representation Contract that the Intermediary is to be remunerated in respect of a Transaction, such payment may be in one lump sum payment, or by periodic instalments, as agreed by the Club and the Intermediary.
- 6.5 Subject to clauses 6.3(b) above and 7.3 below, an Intermediary may only be remunerated by the Player or Club who she/he represents. Any payment must be made by the Player or Club (as the case may be) directly to the Intermediary.
- 6.6 Clubs must ensure that payments to be made by one club to another club in connection with a transfer (such as transfer compensation, training compensation or solidarity contributions) are not:
- (a) paid to an Intermediary; or
 - (b) made by the Intermediary.
- This includes, but is not limited to, owning any interest in any transfer compensation or future transfer value of a Player.
- 6.7 An Official is prohibited from receiving any payment from an Intermediary of all or part of the remuneration paid to that Intermediary in a Transaction. Any Official who breaches this clause may be subject to disciplinary sanctions.
- 6.8 As a recommendation, Players and Clubs may adopt the following benchmarks:
- (a) the total amount of remuneration per Transaction due to an Intermediary who has 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;
 - (b) the total amount of remuneration per Transaction due to an Intermediary who has been engaged to act on a Club's behalf in order to conclude an employment contract with the Player should not exceed three percent (3%) of the Player's Basic Gross Income for the entire duration of the relevant employment contract; and
 - (c) the total amount of remuneration per Transaction due to an Intermediary who has 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 fee paid in connection with the relevant transfer of the Player.

7. CONFLICTS OF INTEREST

- 7.1 Prior to engaging an Intermediary, Players and/or Clubs must use reasonable endeavours to ensure no conflict of interest exists, or is likely to exist, for either the Player and/or Club or for the Intermediaries.
- 7.2 If a conflict of interest does exist, or is likely to exist, the Intermediary may not act in a Transaction unless:
- (a) the Intermediary discloses the actual or potential conflict of interest in writing that he or she may have with the other parties involved in a Transaction; and
 - (b) the Intermediary obtains the express written consent of all the other parties involved prior to the start of the relevant negotiations.
- 7.3 A Player and Club may only engage the same Intermediary within a Transaction if:
- (a) clause 7.2 above is complied with;
 - (b) the Player and Club confirm in writing which party (the Player and/or the Club) will remunerate the Intermediary; and
 - (c) such documentation is lodged with FFA at the same time as the Representation Contract is submitted to FFA pursuant to clause 4.3 above.

8. NOTICE AND DISCIPLINARY MEASURES

- 8.1 Subject to this clause 8, FFA may impose disciplinary sanctions on any party that is under its jurisdiction as specified in Part V of the FFA Statutes to enforce the terms of these Regulations.
- 8.2 FFA may enforce the terms of these Regulations and invoke the sanctions only if it has given the party alleged to have infringed these Regulations:
- (a) reasonable details of the alleged infringement;
 - (b) notice of possible sanctions; and
 - (c) the opportunity to be heard in relation to the issues of infringement and sanction.
- 8.3 The imposition of a sanction is immediate or as otherwise notified by FFA when imposing the sanction.
- 8.4 FFA must publish details, and inform FIFA of, any disciplinary sanctions taken against any Intermediary.
- 8.5 If a party who is the subject of a sanction disputes the sanction imposed upon, such party may appeal in accordance with the Grievance Resolution Regulations provided that it does so in accordance with the provisions of the Grievance Resolution Regulations.

9. DEFINITIONS AND INTERPRETATIONS

- 9.1 In these Regulations:

Club means any club that is registered or affiliated with FFA, one of its member federations or an association affiliated to one of its member federations.

Club Official means any person involved with the administration, management or organisation of a Club (whether paid or unpaid), including employees, contractors, consultants, officer and directors and representatives.

Engaged to Provide Legal Services means:

- (a) where a Lawyer has entered into terms of engagement with a Player or Club and the Lawyer solely operates under those terms; and
- (b) the Lawyer is providing the advice or assistance as part of a practice which is regulated by an authority in Australia that licences legal practitioners; 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 legal services.

FFA means Football Federation Australia Limited.

FFA Registration System means the registration system implemented by FFA from time to time for the purposes of recording and storing the information and documentation required to be submitted to FFA pursuant to these Regulations.

FFA's Players' Agents Regulations means FFA's Player's Agents Regulations dated 19 July 2007.

FIFA means Federation Internationale de Football Association.

FIFA WWI Regulations means FIFA's Regulations on Working with Intermediaries.

Intermediary means any natural or legal person who, for a fee or free of charge, is engaged by a Club and/or Player in respect of a Transaction.

Lawyer means a legal practitioner holding a current practising certificate issued by an authority in Australia that licences legal practitioners, and as such is bound by the rules and regulations governing the conduct of legal practitioners in Australia, including without limitation, conduct in relation to professional ethics and conflicts of interest.

Minor means a Player who has not reached the age of 18, as defined in the definitions section of FIFA's Regulations on the Status and Transfer of Players.

Official means every board member, committee member, referee and assistant referee, coach, trainer and any other person responsible for technical, medical and administrative matters in FIFA, a confederation, association, league or club as well as all other persons obliged to comply with the FIFA Statutes (except Players).

Player means a player registered with a Club.

Player's Basic Gross Income means a Player's annual basic gross income excluding any other benefits such as a car, accommodation, point premiums and/or any kind of bonus or privileges.

Representation Contract means the agreement between an Intermediary and a Player and/or Club, in relation to a Transaction, and which complies with the requirements prescribed in these Regulations.

Service Fee means the fee payable by an Intermediary in accordance with clause 3.2(b) of these Registrations.

Transaction means the conclusion of:

- (a) an employment contract between a Player and Club, including, without limitation, a renegotiation, variation, extension or renewal of an existing employment contract; or
- (b) a transfer agreement between two clubs.

10. ENFORCEMENT AND TRANSITIONAL MEASURES

- 10.1 These Regulations will be effective immediately from 1 April 2015 and any amendments made to these Regulations come into effect immediately.
- 10.2 These Regulations supersede FFA's Players' Agents Regulations.
- 10.3 With the coming into force of these Regulations, the FFA's Players' Agents Regulations cease to apply and all existing licences issued under the FFA's Players' Agents Regulations lose validity with immediate effect and, must be returned to FFA.
- 10.4 Competition rules may specify that a Club's or Player's ongoing compliance with these Regulations are a requirement for eligibility to participate in that Competition.
- 10.5 To the extent any provision of these Regulations, or their performance thereof, contravenes any applicable law or regulation, it shall be deemed null and void, provided always that such determination shall not affect the validity and enforceability of any other provision of these Regulations, which remain in full force and effect.

SCHEDULE A – INTERMEDIARY DECLARATION FOR NATURAL PERSONS

Intermediary Details (*Natural Persons*):

First name(s):		
Surname(s):		
Date of birth:	DD / MM / YYYY	
Nationality / nationalities:		
Phone:		
Email:		
Full permanent address:	Address:	City:
	State / Territory:	Postcode:

Privacy notice:

The personal information that Football Federation Australia Limited (FFA) collects from you on this declaration is collected for the purposes of administering FFA's Regulations on Working with Intermediaries, assisting with your enquiries and for other purposes set out in FFA's privacy policy. FFA's privacy policy (available at www.ffa.com.au), explains how FFA collects, uses and discloses personal information and how you may access and correct the personal information that FFA holds about you. It also tells you how you may contact FFA to complain about a breach of the Privacy Act 1988 (Cth), and how FFA will deal with such a complaint. If you have any queries or would like further information, please contact FFA's Privacy Officer via email privacy@ffa.com.au.

Declaration:

I, _____

(First name(s), surnames(s) of intermediary)

DO SOLEMNLY AND SINCERELY DECLARE THAT:

1. I pledge to respect and comply with any mandatory provisions of applicable national and international laws, including in particular those relating to job placement when carrying out my activities as an intermediary. In addition, I agree to be bound by the statutes and regulations of Football Federation Australia Limited (**FFA**), associations and confederations, as well as by the Statutes and regulations of FIFA in the context of carrying out my activities as an intermediary.
2. I declare that I am currently not holding a position of official, as defined in point 11 of the Definitions section of the FIFA Statutes, nor will I hold such a position in the foreseeable future.
3. I declare that I have an impeccable reputation and in particular confirm that no criminal sentence has ever been imposed upon me for a financial or violent crime.
4. I declare that I have no contractual relationship with FFA, leagues, associations, confederations or FIFA that could lead to a potential conflict of interest. In the case of uncertainty, any relevant contract shall be disclosed. I also acknowledge that I am precluded from implying, directly or indirectly, that

such a contractual relationship with FFA, leagues, associations, confederations or FIFA exists in connection with my activities as an intermediary.

5. I declare, pursuant to clause 6.6 of FFA's Regulations on Working with Intermediaries, that I shall not accept any payment to be made by one club to another club in connection with a transfer, such as transfer compensation, training compensation or solidarity contributions.
6. I declare, pursuant to clauses 6.1 and 6.2 of FFA's Regulations on Working with Intermediaries, that I shall not accept any payment from any party if the player concerned is a minor, as defined in point 11 of the Definitions section of FIFA's Regulations on the Status and Transfer of Players.
7. I declare that I shall not take part in, either directly or indirectly, or otherwise be associated with, betting, gambling, lotteries and similar events or transactions connected with football matches. I acknowledge that I am forbidden from having stakes, either actively or passively, in companies, concerns, organisations, etc. that promote, broker, arrange or conduct such events or transactions.
8. I consent, pursuant to clause 5.2 of FFA's Regulations on Working with Intermediaries, to the association obtaining full details of any payment of whatsoever nature made to me by a club or a player for my services as an intermediary.
9. I consent, pursuant to clause 5.3 of FFA's Regulations on Working with Intermediaries, to the leagues, associations, confederations and/or FIFA obtaining, if necessary, for the purpose of their investigations, all contracts, agreements and records in connection with my activities as an intermediary. Equally, I consent to the aforementioned bodies also obtaining any other relevant documentation from any other party advising, facilitating or taking any active part in the negotiations for which I am responsible for the purpose of their investigations.
10. I consent, pursuant to clause 5.1 of FFA's Regulations on Working with Intermediaries, to FFA holding, processing and publishing any data for the purpose of their publication.
11. I consent, pursuant to clause 8.4 of FFA's Regulations on Working with Intermediaries, to FFA publishing details of any disciplinary sanctions taken against me and informing FIFA accordingly.
12. I am fully aware and agree that this declaration shall be made available to the members of the competent bodies of FFA.
13. I consent to the collection, use and disclosure of my personal information as described in this declaration and for the purposes set out in FFA's privacy policy (available at www.ffa.com.au), including administering FFA's Regulations on Working with Intermediaries.

I make this solemn declaration in good faith, the truth of which is based on the information and materials currently available to me, and agree that FFA is entitled to undertake such checks as may be necessary to verify the information contained in this declaration. I also acknowledge that, having submitted this declaration, in the event that any of the above-mentioned information changes, I must notify FFA immediately.

(Print Name)

(Signature)

(Place and date)

(Witness Name)

(Witness Signature)

SCHEDULE B – INTERMEDIARY DECLARATION FOR LEGAL PERSONS

Intermediary Details (Legal Persons):

Name of company (legal person / entity):		
ACN / ABN:		
Phone:		
Email:		
Website:		
Company Registered Address:	Address:	City:
	State / Territory:	Postcode:
Duly Authorised Representative Name:		

Hereinafter referred to as “the company”

(NB: each individual acting on behalf of the company has to fill in this form of Intermediary Declaration separately)

Declaration:

I, _____

(First name(s), surnames(s) of the individual representing the legal person/entity)

duly authorised to represent the company,

DO SOLEMNLY AND SINCERELY DECLARE THAT:

1. I declare that both the company I represent and that I myself shall respect any mandatory provisions of applicable national and international laws, including in particular those relating to job placement when carrying out activities as an intermediary. In addition, I declare that both the company I represent and that I myself agree to be bound by the statutes and regulations of Football Federation Australia Limited (**FFA**) associations and confederations, as well as by the Statutes and regulations of FIFA in the context of carrying out activities as an intermediary.
2. I declare that I am currently not holding a position of official, as defined in point 11 of the Definitions section of the FIFA Statutes, nor will I hold such a position in the foreseeable future.
3. I declare that I have an impeccable reputation and in particular confirm that no criminal sentence has ever been imposed upon me for a financial or violent crime.
4. I declare that neither the company I represent nor I myself have any contractual relationship with leagues, associations, confederations or FIFA that could lead to a potential conflict of interest. In case of uncertainty, any relevant contract shall be disclosed. I also acknowledge that the relevant company is precluded from implying, directly or indirectly, that such a contractual relationship with leagues, associations, confederations or FIFA exists in connection with its activities as intermediary.
5. I declare, pursuant clause 6.6 of FFA's Regulations on Working with Intermediaries, that neither the company I represent nor I shall accept any payment to be made by one club to another club in

connection with a transfer, such as transfer compensation, training compensation or solidarity contributions.

6. I declare, pursuant to clauses 6.1 and 6.2 of FFA's Regulations on Working with Intermediaries, that neither the company I represent nor I shall accept any payment from any party if the player concerned is a minor, as defined in point 11 of the Definitions section of FIFA's Regulations on the Status and Transfer of Players.
7. I declare that neither the company I represent nor I shall take part in, either directly or indirectly, or otherwise be associated with, betting, gambling, lotteries and similar events or transactions connected with football matches. I acknowledge that both the company I represent and I myself are forbidden from having stakes, either actively or passively, in companies, concerns, organisations, etc. that promote, broker, arrange or conduct such events or transactions.
8. On behalf of the company I represent, I consent, pursuant to clause 5.2 of FFA's Regulations on Working with Intermediaries, to the associations obtaining full details of any payment of whatsoever nature made to the company by a club or a player for its services as an intermediary.
9. On behalf of the company I represent, I consent, pursuant to clause 5.3 of FFA's Regulations on Working with Intermediaries, to the leagues, associations, confederations and/or FIFA obtaining, if necessary, for the purpose of their investigations, all contracts, agreements and records in connection with the activities as an intermediary of the company. Equally, I consent to the aforementioned bodies also obtaining any other relevant documentation from any other party advising, facilitating or taking any active part in the negotiations for which the company I represent is responsible for the purpose of their investigations.
10. On behalf of the company I represent, I consent, pursuant to clause 5.1 of FFA's Regulations on Working with Intermediaries, to FFA holding, processing and publishing any data for the purpose of their publication.
11. On behalf of the company I represent, I consent, pursuant to clause 8.4 of FFA's Regulations on Working with Intermediaries, to FFA publishing and informing FIFA of any disciplinary sanctions taken against the company I represent.
12. I am fully aware and agree that this declaration shall be made available to the members of the competent bodies of FFA.
13. I consent to the collection, use and disclosure of my personal information as described in this declaration and for the purposes set out in FFA's privacy policy (available at www.ffa.com.au), including administering FFA's Regulations on Working with Intermediaries.

I make this solemn declaration in good faith, the truth of which is based on the information and materials currently available to me, and agree that FFA is entitled to undertake such checks as may be necessary to verify the information contained in this declaration. I also acknowledge that, having submitted this declaration, in the event that any of the above-mentioned information changes, I must notify FFA immediately.

(Authorised Representative Name)

(Authorised Representative Signature)

(Place and date)

(Witness Name)

(Witness Signature)