

RFU REGULATION 8 – AGENTS

8.1 Definitions

8.1.1 The following terms shall have the following meanings:

“**Agent**” means any person who carries out or seeks to carry out Agency Activity, including Registered Agents and Exempt Individuals.

“**Agency Activity**” means acting in any way and at any time in the capacity of agent, representative or adviser to a Club or Player, either directly or indirectly, in the negotiation, arrangement or execution of any employment transaction or employment contract negotiation.

“**Club**” means a Club admitted into membership of the RFU in accordance with the RFU Rules and it includes any union, league, combination or association of such clubs authorised under RFU Rule 17.15 and thereafter admitted into membership.

“**Exempt Individual**” means an individual who is a Player’s parent, sibling or spouse or an individual who acts in a professional capacity as a solicitor or barrister in the United Kingdom or equivalent jurisdiction outside the United Kingdom.

“**Overseas Registered Agent**” means an Agent who holds a Licence issued by another national rugby union body entitling such Agent to carry out any Agency Activity within that national rugby union’s jurisdiction.

“**Registered Agent**” means an agent who is registered with the RFU (including, where applicable, Overseas Registered Agents).

8.1.2 Any other defined terms in these Agents Regulations will bear the same meaning as those defined in the RFU Definitions set in the RFU Handbook.

8.2 Application and enforcement of Regulations

8.2.1 These Regulations apply to the RFU, RFU members and officials, all Clubs, Constituent Bodies, Club officials, members, and employees, Registered Agents and Players.

8.2.2 Any breach of these Regulations by any person subject to them may result in disciplinary action.

8.2.3 Principals, whether Clubs or Players or otherwise, may be held by the RFU to be liable for the acts or omissions of Registered Agents instructed by them.

8.3 Conduct of Registered Agents

8.3.1 Registered Agents must at all times conduct themselves in an ethical manner and shall observe the highest standards of integrity and fair dealing.

8.3.2 Registered Agents are under a duty not to allow the game to be brought into disrepute.

8.3.3 Registered Agents must abide in all respects with these RFU Regulations, RFU Rules, and IRB Regulations and byelaws as they are amended from time to

time, together with the regulations of any Overseas Union which may be applicable to any transaction in which an Agent might be involved.

- 8.3.4 Registered Agents must not act for more than one party in any one transaction and shall disclose in writing to their principal any relevant formal or informal relationships that they may have or have had with any other party to a transaction, such disclosure to be made as soon as reasonably practicable and in any event within 14 days of the Agent becoming aware of any such relationship.
- 8.3.5 Registered Agents must act in good faith in all discussions, negotiations and transactions. They must also disclose in writing the identity of their principal in any relevant discussions, negotiations or transactions.
- 8.3.6 Registered Agents must comply with the Conduct of Employment Agents and Employment Businesses Regulations 2003 and any other relevant legislation applicable to the performance of their role as Agents.
- 8.3.7 Registered Agents may describe themselves as “Registered Agents” or as “registered with the Rugby Football Union” and quote their registration number (if applicable) but may not:
 - (a) refer to their registration in any other way; or
 - (b) seek to promote their business by claiming or implying that they have been vetted or approved or regulated by the RFU in any other way.
- 8.3.8 When a Player enters into an agreement with a Club and a Registered Agent or Exempt Individual has been acting for either the Player or the Club the Registered Agent or Exempt Individual must add their registration number and sign the endorsement on the agreement concerned.
- 8.3.9 Registered Agents and Exempt Individuals must not aid a Club or a Player in allowing a Player to receive any Material Benefit, payment or benefit in kind which is paid or otherwise provided to a Player which is not listed in a written Contract and disclosed to the relevant parties as required under these RFU Regulations and/or the Salary Cap Regulations.

8.4 Registration of Agents

- 8.4.1 In order for a person to become registered as a Registered Agent that person must:
 - (a) apply to the RFU and comply with the relevant application procedure;
 - (b) pay the relevant registration fee prescribed by the RFU; and
 - (c) agree to submit to the jurisdiction of the RFU.
- 8.4.2 The RFU maintains a public register of Registered Agents and Registered Agents must ensure that they inform the RFU of any change in their details which would require an amendment to the register.
- 8.4.3 The RFU may publish any decision made in accordance with these Regulations including the name and any other relevant information in relation to any disciplinary or appeal decision.

8.4.4 Exempt Individuals may appear on the public register of Registered Agents as an Exempt Individual subject to submission to the RFU of the relevant fee prescribed by the RFU and a copy of their current practising certificate. In order to remain on the public register an Exempt Individual must submit to the RFU an annual renewal fee and their current practising certificate.

8.5 Agents' Registration Conditions

8.5.1 Registered Agents are registered personally by the RFU and may not transfer or delegate that registration to any other person or any other entity.

8.5.2 Where an agency firm or company has more than one Registered Agent, any and all such Registered Agents must act on behalf of the same party to a transaction or contract negotiation. An agency firm or company with more than one Registered Agent may act for more than one Player where there is a transfer involving more than one Player. Registered Agents shall use reasonable endeavours to ensure that the agency firm or company with which they are employed or retained comply with these Regulations in relation to Agency Activity carried out by a Registered Agent.

8.5.3 Pursuant to the terms of their registration Registered Agents are subject to the RFU's disciplinary and appeal procedures. The RFU may take disciplinary action against Registered Agents and impose, in appropriate cases, disciplinary sanctions including without limitation fines, reprimands, and the imposition of conditions on or the removal of the Registered Agent's registration.

8.5.4 In addition, Registered Agents are subject to the jurisdiction of the IRB in respect of matters arising out of international transactions and/or a breach of any regulation that is of an international nature and to the imposition and enforcement of penalties by the IRB in accordance with the IRB Regulation 5 as amended from time to time. This does not preclude the RFU from taking such action as set out in Regulation 8.5.3 above as it considers appropriate.

8.5.5 Registered Agents must keep and maintain appropriate professional accounts in accordance with best accounting practice, and in the event of an investigation by the RFU into breaches of these Regulations must make available such accounts and all relevant books and records to the RFU.

8.5.6 Registered Agents must have in place appropriate professional liability insurance with a reputable insurer to a level determined by the RFU. Registered Agents must disclose their insurance arrangements if requested by the RFU.

8.5.7 Registered Agents must meet the criteria set by the RFU. The criteria will include the following:

- (a) that they are of good character and reputation;
- (b) that they do not have any conviction for any offence involving dishonesty or deception;
- (c) that they are not undischarged bankrupts;

- (d) that they are not disqualified from acting as a director of or otherwise from being involved with a company pursuant to an order under the Company Directors Disqualification Act 1986;
- (e) that they are not subject to an order under Section 429(2)(b) of the Insolvency Act 1986 as a result of having failed to make payments required by an administration order;
- (f) that they have not in the previous ten years, been censured or disciplined (in the UK or otherwise) or had their membership revoked by any regulatory or professional organisation in relation to any applicable business or professional activities;
- (g) that they are not a Club official or employee, or any person in an official position with the RFU or hold more than 5% of the issued share capital of a Club.

8.5.8 In order to remain a Registered Agent the Registered Agent must:

- (a) pay the annual fee (at the level at which it is set by the RFU from time to time) and if the Registered Agent's CRB certificate has expired the cost of the CRB application renewal in accordance with the registration renewal terms prescribed by the RFU by 31st October each year. Any failure by a Registered Agent to pay the annual registration fee in accordance with the registration renewal terms will cause that Registered Agent to no longer be registered; and
- (b) during each calendar year attend at least one RFU CPD Registered Agents training seminar unless he can show reasonable cause for a failure to attend.

8.5.9 If for any reason any Registered Agents cease to be registered by the RFU they will:

- (a) cease to hold themselves out as Registered Agents;
- (b) take all reasonable steps (including any reasonable step suggested by the RFU) to ensure no person is misled as to the fact that they are not registered; and
- (c) inform all applicable clients that they are no longer Registered Agents and that they can therefore no longer act for them as a Registered Agent in any matter that pertains to registration as an Agent.

8.5.10 An applicant whose application is rejected may appeal to an Appeal Panel. If an appeal is made an Appeal Panel shall be appointed in accordance with RFU Regulation 19. All hearings of the Appeal Panel appointed in such a case shall be carried out in accordance with the RFU's disciplinary procedures. The Appeal Panel shall decide whether the application has been rejected fairly or unfairly according to the criteria and procedures set out in these Regulations.

8.5.11 If an application is rejected and the applicant does not appeal, the applicant will be barred from re-applying to become a Registered Agent for two years from the date of the formal notification of the rejection save that the RFU may increase or decrease this two year period if it considers it appropriate.

8.5.12 If an application is rejected and the applicant appeals, the applicant will be barred from re-applying to become a Registered Agent for two years from the date of the formal notification of the rejection of his appeal save that the RFU may increase or decrease this two year period if it considers it appropriate.

8.6 Overseas Agents

8.6.1 An Overseas Registered Agent who wishes to carry out any Agency Activity for or on behalf of a Club or Player in any transaction involving a Club and/or player must register in advance with the RFU by completing and submitting the relevant registration documentation in the form published by the RFU from time.

8.6.2 The registration process for Overseas Registered Agents is as follows:

- (a) any Overseas Registered Agent holding a valid licence from another national rugby union is automatically entitled to registration;
- (b) registration is achieved by submission of the correctly completed documentation including evidence of a valid licence together with the relevant registration fee;
- (d) in order to remain an Overseas Registered Agent the individual must pay the annual fee (at the level at which it is set by the RFU from time to time) and retain a valid licence from an other national rugby union (subject to its withdrawal or suspension as provided for in these Regulations); and
- (e) registration can be renounced at any time by the Overseas Agent by giving one month's written notice to the RFU.

8.6.3 Upon receipt of the completed registration and evidence of a valid licence from an other national rugby union the RFU shall issue written confirmation of registration to the Overseas Registered applicant and to the relevant national rugby union and shall add their details to the RFU's public register of Registered Agents.

8.6.4 By applying to become a Registered Agent the Overseas Registered Agent agrees that these Regulations will apply when the Overseas Registered Agent acts in a transaction involving a Player who is registered with a Club or intends to be registered with a Club and/or Club and that the Overseas Registered Agent will be subject to the RFU's disciplinary and appeal procedures as set out in Regulation 8.5.3 above.

8.6.5 The RFU may, at any stage, refer any matter in relation to the conduct of an Overseas Registered Agent to the IRB and/or the relevant rugby union that issued the Overseas Registered Agent's licence.

8.6.6 An Agent who is not ordinarily resident in England and who is not an Overseas Registered Agent must use a Registered Agent in a transaction involving a Player and/or Club.

8.7 Restrictions on Clubs and Players in relation to Agents

8.7.1 Clubs or Players wishing to appoint a person to act for them in relation to any approach concerning or negotiation in relation to the transfer, employment or registration of any Player with a Club may only appoint an Exempt Individual a Registered Agent or an Overseas Registered Agent.

8.7.2 Clubs may only deal with the following persons in relation to the transfer, employment or registration of a Player:

- (a) the Player himself;
- (b) the other Club;
- (c) a Registered Agent, or Exempt Individual acting for or on behalf of the Player or the other Club; or
- (d) in relation to a transaction by which a Player shall become registered as a Player in England, and where the other Club is affiliated to another national rugby union, an agent licensed by another national rugby union (provided always that such Agent may only act for the foreign Club).

8.7.3 Clubs and Players must use all reasonable endeavours to ensure that any Registered Agent appointed to act for them complies with the RFU's Regulations (including any amendments which may be made from time to time).

8.8 Registered Agents/Players Contracts

8.8.1 Registered Agents must use either (i) the RFU's model Agent contract; or (ii) an alternative contract that complies with the RFU's Regulations and IRB Regulation 5 for all agreements between Players and Registered Agents and contains the conditions prescribed by the RFU. The RFU will provide a list of the conditions which must be contained within any contract.

8.8.2 No contract between a Player and a Registered Agent shall have a term exceeding two years, and no such contract shall be assignable or transferable to any other person without the Player's consent.

8.8.3 Registered Agents must advise in writing any Player with whom they are proposing to enter into an agency contract to obtain independent advice prior to execution of any such contract.

8.8.4 Where requested by the RFU, Registered Agents shall submit to the RFU within 28 days of a written request the full contract including any annexes and variations.

8.9 Remuneration of Registered Agents

The principal for whom the Agent acts shall be responsible for payment of the fees or other remuneration of the Agent but this shall not prevent a third party paying the Agent on such principal's behalf. The basis on which any fees or other remuneration is to be calculated must be reasonable and shall be clearly stated in writing.

8.10 Approaches

8.10.1 Registered Agents must not take any steps (including the making of public statements) intended to induce any person to act in breach of his or her written agreement with the RFU, a Constituent Body or any Club.

8.10.2 Registered Agents must not, when acting for a Player who is under contract with a Club, without the written consent of that Club, whether directly or indirectly, communicate with or approach another Club or any other person with the object of negotiating or arranging a transfer of the Player at the expiry

of the period of that Player's contract, save in the last three months of the term of that Player's contract or six months in the case of Players playing for Premiership Clubs.

- 8.10.3 Registered Agents must not, when acting for a Club to whom a Player is contracted, without the written consent of the Player, whether directly or indirectly, communicate with or approach another Club or any other person with a view to procuring the transfer of that Player.
- 8.10.4 Registered Agents must not make any offer of contract, provide any letter of intent or offer any inducement to any Player under the age of 18 or to any parent, guardian, trustee or other person of such Player, except in the case of Players aged 16 or more where a contract is offered under which the only material consideration provided to the Player is in the form of a non-refundable financial grant to be applied only for the purposes of the Player's academic and/or vocational training for a period of 12 months or longer.