RFU REGULATION 8 – AGENTS

8.1 Purpose of the Regulations

8.1.1 The purpose of these Regulations is to create a regulatory framework to help ensure a minimum level of standard and quality control in the activities of rugby agents with the ultimate aim of driving standards upwards with education, up-skilling and integrity being at the forefront.

8.1.2 These Regulations are intended to benefit Registered Agents, Clubs and Players by seeking to ensure that agents operating in or conducting business in the Home Unions are of good standing, uphold the values integral to the Game and do not operate in such a way as may negatively impact upon Players, Clubs, legitimate and reputable Registered Agents and/or upon the reputation of the Game.

8.2 Definitions

8.2.1 The definitions set out in these Regulations shall have the following meanings:

"Agent" means any person who carries out or seeks to carry out Agency Activity.

"Agency Activity" means acting in any way and at any time in any Home Union 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, which also includes any such activity carried out by agents based outside of the Home Unions.

"Club" means a club admitted into membership of or affiliated to any one of the Home Unions in accordance with that Home Union's Rules and it includes any union, region, province, branch, league, combination or association of such clubs authorised by that Home Union's Rules.

"Home Union(s)" means the three Home Unions being the Irish Rugby Football Union (IRFU), the Rugby Football Union (RFU) and The Welsh Rugby Union Limited (WRU) or any of them, and as applicable, such other authorised administrator or representative body that may be authorised by a Home Union in respect of the implementation of these Regulations.

"Registered Agent" means an Agent who is registered with any one or more of the Home Unions.

"Registering Union" means the Home Union(s) holding any such registration or with whom any such registration is sought and which shall be the primary place where the Agent carries or intends to carry out the Agency Activity.

"Rules" means the respective laws, rules and/or regulations that may be in force in each of the Home Unions.

8.2.2 Any other defined terms in these Agents Regulations will bear the same meaning as those defined in the IRB Regulations.

8.3 Application and enforcement of Regulations

8.3.1 These Regulations apply to the Home Unions, members and officials of the Home Unions, all Clubs, Constituent Bodies, Club officials, members, and employees, Registered Agents and Players.

8.3.2 Registered Agents must abide in all respects with these Regulations, the Rules of each Registering Union and the IRB Regulations.

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

8.4 Obligations on Clubs and Players in relation to Agents

8.4.1 Clubs or Players wishing to appoint a person to act for them in relation to any approach, negotiation, arrangement or execution of any employment transaction, transfer or registration of any Player with a Club may only appoint a Registered Agent.

8.4.2 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; or

(c) a Registered Agent.

8.4.3 Clubs and Players must procure that the Registered Agents appointed by them agrees to be bound by and abide by these Regulations and the Rules of their Home Union and must use all reasonable endeavours to ensure that such a Registered Agent appointed to act for them complies therewith.

8.4.4 When a Player enters into an agreement with a Club (or if centrally contracted, with a Home Union) and an Agent has been acting for either the Player or the Club/Union, all parties including the Player, the Club and the Agent must: (a) sign the Statement by the Player's Agent in the Player's Club agreement and include the Agent's registration number; or (b) sign the separate agent declaration form that accompanies the Player's agreement.

8.5 Conditions of Registration

8.5.1 All Agents carrying out Agency Activity in any of the Home Unions must register (and continue to be registered) as a Registered Agent in accordance with the application and renewal process set out in Regulation 8.9 and 8.10.

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

8.5.3 Registered Agents are under a duty not to allow the Game to be brought into disrepute and must agree to provide such assistance and cooperation as may be required by the relevant regulatory authority in relation to any regulatory investigations.

8.5.4 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 (including, for example, any such relationships with insurance providers and independent financial advisers) 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.

8.5.5 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.

8.5.6 Registered Agents must comply with all applicable relevant legislation relating to their conduct and the performance of their role as Agents as may apply within the jurisdictions in which they are operating including without limitation the Conduct of Employment Agents and Employment Businesses Regulations 2003 or such similar or equivalent legislation within the relevant jurisdiction.

8.5.7 Registered Agents may describe themselves as "Registered Agents" or as "registered with the IRFU/RFU/WRU" (as the case may be) 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 any of the Home Unions in any other way.

8.5.8 Registered Agents 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 Regulations and/or any salary cap regulations operating in the relevant Home Union.

8.5.9 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.

8.5.10 Registered Agents are registered personally by the Registering Union and may not transfer or delegate their registration to any other person or any other entity.

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

8.5.12 Registered Agents must at all times have in place appropriate professional indemnity insurance with a reputable insurer to a level determined by the Registering Union. Registered Agents must disclose their insurance arrangements if requested by the Registering Union.

8.5.13 Registered Agents must at all times meet the criteria set by the Registering Union and all Registered Agents agree and confirm 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 the relevant legislation governing disqualification of company directors within the jurisdiction of the Registering Union (as may be more specifically identified or referred to in the Rules of the Registering Union);

(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 or an order under any similar or equivalent legislation of like affect or intention within the jurisdiction of the Registering Union (as may be more specifically identified or referred to in the Rules of the Registering Union);

(f) that they have not in the previous ten years, been censured or disciplined (in the UK, the Republic of Ireland or otherwise) for a serious offence (to be judged in the absolute discretion of the Registering Union) 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 an official or employee of any professional or semi-professional rugby club in any Union, or any person in an official position with any Home Union or hold more than 5% of the issued share capital of any professional or semi-professional rugby club in any Union.

8.6 Registered Agents/Players contracts

8.6.1 Registered Agents must use either: (i) the Registering Union's model agent contract; or (ii) an alternative contract that complies with these Regulations and IRB Regulation 5 for all agreements between Players and Registered Agents and contains all of the conditions prescribed by the Home Unions as set out at Appendix 1.

8.6.2 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.

8.6.3 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.

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

8.7 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.

8.8 Approaches

8.8.1 Registered Agents must not take any steps (including the making of public statements) intended to induce any person to act in breach of any Rules of a Home Union or in breach of his or her written agreement with the Home Union or any Club or any other Registered Agent.

8.8.2 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 to the extent that the Rules of any Home Union provide otherwise.

8.8.3 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.

8.8.4 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.

8.9 Registration of Agents

8.9.1 In order for a person to become registered as a Registered Agent that person must:

(a) apply to one of the Home Unions and comply with the relevant application procedure of that Registering Union. The Registering Union of the Agent is determined by the primary place where the Agent carries out or intends to carry out the Agency Activity;

(b) pay the relevant registration fee prescribed by the Registering Union;

(c) provide evidence that the Registered Agent has the appropriate professional indemnity insurance in place with a reputable insurer to the level determined by the Registering Union;

(d) agree to be bound by and abide in all respects with these Regulations, the Rules of each Registering Union and the IRB Regulations and to submit to the jurisdiction of the Registering Union and the other Home Unions;

(e) complete and pass a written test (the format and frequency of such test to be determined by the Registering Union);

(f) upon request, sit an interview with the Registering Union; and

(g) satisfy the conditions set out in Regulation 8.5 and such other conditions as may be determined by the Registering Union.

8.9.2 If an Agent's application to a Registering Union is accepted and that Agent is admitted as a Registered Agent, that Registered Agent shall automatically be deemed to be a Registered Agent within the other Home Unions' jurisdictions.

8.9.3 Each Home Union shall maintain a central public register of Registered Agents and Registered Agents must ensure that they inform the Registering Union of any change in their details which would require an amendment to the register.

8.9.4 Any Home Union 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.

8.10 Renewal of Registration

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

(a) comply with the relevant renewal procedure of that Registering Union;

(b) pay the annual renewal fee as prescribed by the Registering Union;

(c) provide evidence that the Registered Agent has the appropriate professional indemnity insurance in place with a reputable insurer to the level determined by the Registering Union;

(d) agree to be bound by and abide in all respects with these Regulations, the Rules of each Registering Union and the IRB Regulations and to submit to the jurisdiction of the Registering Union and the other Home Unions;

(e) attend each year a mandatory Registered Agents Professional Development training seminar organised by a Home Union;

(f) complete and pass a written test (the format and frequency of such test to be determined by the Registering Union);

(g) upon request, sit an interview with the Registering Union; and

(h) satisfy the criteria set out in Regulation 8.5 and such other conditions as may be determined by the Registering Union.

8.10.2 Any failure by a Registered Agent to comply with the above mentioned renewal terms will cause that Registered Agent to no longer be registered with the Registering Union and the other Home Unions.

8.11 Cessation of Registration

8.11.1 If for any reason any Registered Agents cease to be registered by a Registering Union they will:

(a) immediately cease to be registered with the other Home Unions;

(b) cease to hold themselves out as Registered Agents with any of the Home Unions;

(c) not by any act or omission mislead (or allow to be misled) any third party into thinking that the they are a Registered Agent;

(d) 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; and

(e) shall not undertake any Agency Activity of any kind.

8.11.2 An applicant whose application is rejected may appeal to the appropriate appeal panel of the Registering Union. All such appeal hearings shall be carried out in accordance with the Registering Union's disciplinary procedures set out in its Rules and 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.

8.11.3 If an application is rejected and the applicant does not appeal, the applicant will be barred from re-applying to become a Registered Agent of that Registering Union for two years from the date of the formal notification of the rejection save that the Registering Union may increase or decrease this two year period if it considers it appropriate. The Registering Union shall notify all other Home Unions of any such barring.

8.12 Agents based outside of the Home Unions

Agents operating from another country outside the Home Unions but carrying out Agency Activity within or relating to Clubs and/or Players moving to and from Clubs within the Home Unions must either operate

through a Registered Agent or undergo the same application and renewal process set out in Regulations 8.9 and 8.10 as applicable to all Agents based in the Home Unions and these Regulations shall apply accordingly.

8.13 Discipline

8.13.1 Any breaches of these Regulations may be investigated by the Registering Union (and/or such other Home Union as may be agreed between the Home Unions) and disciplinary proceedings in respect of a breach shall be conducted in accordance with the Registering Union's disciplinary procedures set out in its Rules or such other Home Union's disciplinary Rules as may be agreed between the Home Unions on a case by case basis. Any disciplinary action arising out of a breach of these Regulations shall be conducted in the Registering Union where that breach has occurred unless otherwise agreed by the Registering Union.

8.13.2 Subject to any right of appeal and save as otherwise set out in Regulation 8.13.4 below, the Registering Union (and/or such other Home Union as may be agreed between the Home Unions) shall be entitled to impose such sanction and penalties as it deems necessary and appropriate in respect of the relevant breach of the Regulations.

8.13.3 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 or Home Union in accordance with the IRB Regulation 5. This does not preclude the Home Unions or any of them from taking such action as set out in Regulation 8.13.1 above as it considers appropriate.

8.13.4 Without prejudice to any of the above Regulations, where it is determined by the Registering Union that a party has not complied with the Regulations as set out below, the party hereby agrees that the Registering Union shall be entitled to impose the fixed sanctions set out below in respect of that breach:

REGULATION BREACH	FIXED SANCTION
Non-attendance to seminar on **one** occasion during total registration term	Monetary fine at such level as is determined by the relevant Registering Union, up to a maximum of £1,000 (or Euro equivalent). Such decision will be final and binding.
Non-attendance to seminar on **two or more** occasions during total cumulative registration term	Sanction to be determined by a disciplinary panel appointed by the relevant Registering Union. Such decision will be final and binding unless the agent's registration has been terminated or suspended in which case there shall be a right of appeal in accordance with the Registering Union's disciplinary procedures set out in its Rules.
Failure to comply with Regulation 8.6.1 by using non-compliant Agent/Player contract – **first occasion**	Monetary fine at such level as is determined by the relevant Registering Union up to a maximum of £5,000 (or Euro equivalent). Such decision will be final and binding.
Failure to comply with Regulation 8.6.1 by using non-compliant Agent/Player contract – **second occasion**	Sanction to be determined by a disciplinary panel appointed by the relevant Registering Union. Such decision will be final and binding unless the agent's registration has been terminated or suspended in which case there shall be a right of appeal in accordance with the Registering Union's disciplinary procedures set out in its Rules.
Failure to comply with Regulation 8.6.1 by using non-compliant Agent/Player contract – **third occasion**	Termination of registration with immediate effect. (subject to right of appeal in accordance with the Registering Union's disciplinary procedures set out in its Rules).

Failure to comply with Regulation 8.6.4 by not submitting full copy of Agent/ Player contract within 28 days of written request	Failure to comply within 28 days of written request - Monetary fine of £100 (or Euro equivalent). Failure to comply within a further 28 days - Sanction to be determined by a disciplinary panel appointed by the relevant Registering Union. Such decision will be final and binding unless the agent's registration has been terminated or suspended in which case there shall be a right of appeal in accordance with the Registering Union's disciplinary procedures set out in its Rules.
Failure to comply with Regulation 8.4.4 by not signing Player's Club Agreement or Agent Declaration Form	Monetary fine at such level as is determined by the relevant Registering Union up to a maximum of £1,000 (or Euro equivalent) payable by each non-compliance party. Such decision will be final and binding.