

**Representation Contract**  
**(Player representation)**

between

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Intermediary's full name

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Civil reg. no.

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Intermediary company's full name

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CVR no.

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Business address

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Zip code/Town/Country

("the intermediary")

and

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Full name

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Civil reg. no.

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Address

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Zip code/Town/Country

(the "player")

Please tick the relevant box below

- The intermediary is a **sole trader**, and the fee is payable to the intermediary personally.
- The intermediary is a **company**, and the fee is payable to the company.

## **1. Introductory provisions**

- 1.1 This Contract governs the Intermediary's activity as the Player's representative. Only the Intermediary himself may conduct intermediary activity (i.e. representing and safeguarding the Player's interests in the negotiation and conclusion of a player contract) under this Contract, and such services must therefore not be provided by the Intermediary's employees.
- 1.2 The Intermediary is subject to the Regulations Governing Intermediaries issued by the Faroese Football Association ("FSF") from time to time, and the rights enjoyed by the Intermediary and the obligations imposed on the Player under this Contract will not be better or more onerous, respectively, than those following from such Regulations.
- 1.3 This Contract cannot be entered into by players under the age of 15. For players between 15- 18 years, the Contract must be accepted by at least one of the Player's guardians.

## **2. Registration**

- 2.1 The Intermediary confirms that he is registered with FSF or that he will submit an application for registration no later than on signing, and he undertakes to maintain such registration throughout the term of this Contract. This Contract will terminate without notice if the Intermediary is no longer a FSF registered intermediary for whatever reason.

## **3. Term and termination**

- 3.1 This Contract commences on \_\_\_\_\_ and will remain in force until and including \_\_\_\_\_, when it will terminate without notice. The maximum term of this Contract is 24 months from commencement. Any renewal of this Contract agreed by the parties must be in the form of a new representation contract concluded in writing and then submitted to FSF.
- 3.2 During the term under clause 3.1, this Contract will be (please tick the relevant box):
- Terminable, and may be terminated by any of the parties giving \_\_\_\_ months' written notice to expire on the last day of a month.
- Non-terminable.
- 3.3 A representation contract with a player over the age of 15, but under the age of 18, cannot be non-terminable and must always be terminable at a maximum of 3 months' notice to expire on the last day of a month.

#### 4. Remuneration

4.1 The Intermediary is only entitled to remuneration in relation to a player contract entered into with the assistance of the Intermediary.

4.2 The Intermediary will receive (please tick the relevant box):

A fee of 3% of the Player's gross basic income during the term of the player contract (recommended).

The player's gross basic income is based on the player's fixed salary plus any sign-on fees, stay-on fees and sign-off fees, as well as other one-off amounts agreed by the club and the player on signing of the player contract to be payable to the player by the club on one or more specified dates, e.g. on commencement, on one or more later dates during the term of the contract or on expiry. The player's gross basic income does not include individual or collective bonuses, prizes, or the value of fully or partly free benefit such as accommodation, car, travelling, relocation, insurances, telephone, IT, food, subsistence allowances, etc. or any contributions paid to such benefits.

A fee of \_\_\_\_\_% of the Player's gross basic income during the term of the player contract.

If the parties agree to fix an upper limit for the Intermediary's fee, please specify the maximum amount here: \_\_\_\_\_. The Intermediary's fee is always inclusive of VAT.

4.3 The Intermediary's fee under clause 4.2 will fall due for payment as follows (please tick one box only and specify, if necessary):

Concurrently with the Player being paid the remuneration-triggering amount(s) by the club with which the Intermediary has negotiated the player contract.

Other arrangements.

4.4 The Intermediary's fee may only be paid by the Player having retained his services and not by any other parties. Whatever the arrangements between the parties involved, the Intermediary must consequently, without exception, invoice the Player for his full fee and provide the Player with documentation of the amount of the fee and its payment. If the parties have agreed that the receiving club will pay the Intermediary's fee on behalf of the Player, the fee must consequently, without exception, be paid by set-off against the pay which the Player is entitled to receive from the club under the player contract and must be stated in pay slips, etc.

4.5 If the club or the Player wish to be represented by the same Intermediary in the same transaction, and if the conditions in the FSF Regulations Governing Intermediaries in force from time to time are fulfilled, the provision in clause 4.4 will only apply to the portion of the Intermediary's remuneration which is payable by the Player.

## **5. Scope of Authority**

5.1 The Intermediary's authority to safeguard the Player's interests has been delimited to services aimed at obtaining employment for the Player as a professional football player in the following (please tick either or both boxes):

Country(ies) \_\_\_\_\_.

Club(s) \_\_\_\_\_.

5.2 The Intermediary's authority in accordance with clause 5.1. is:

Exclusive with regard to \_\_\_\_\_.

Non-exclusive with regard to \_\_\_\_\_.

5.3 The Intermediary's authority is limited in time, see clause 3 above.

5.4 The Intermediary is not authorized under this Contract to enter into any agreements on behalf of the Player or commit the Player to any other binding contractual relationship. All agreements are subject to the Player's final and express approval and personal signature.

## **6. The Intermediary's obligations**

6.1 The Intermediary undertakes to safeguard the Player's interests during the term of this Contract. The Intermediary further undertakes not to safeguard any other interests that may conflict with the Player's interests as described herein. This means among other things that, in connection with negotiations for the Player's employment with or transfer to a given club, the Intermediary is not allowed to have a representation contract, a co-operation agreement or shared interests with any of the other parties involved in the employment or transfer or with any intermediary representing such party.

6.2 Such representation contract, co-operation agreement or shared interests with any of the other parties involved in the employment or transfer is allowed, however, if the Intermediary gives prior written notice to all parties involved of any potential or actual conflict of interest which the Intermediary may have with one or more of the parties involved, and if the Intermediary obtains the express written consent of all parties involved before such negotiations are commenced.

6.3 If the Player or the club wishes to be represented by the same intermediary in relation to the negotiation and conclusion of a player contract or a transfer agreement, and if the conditions in clause 6.2 are fulfilled, the Player and the club must agree in writing whether the Intermediary's fee will be paid by the Player or the club or any combination of the two. The parties must immediately submit their

written consent and such written agreement about the fee to FSF for purposes of the registration process.

- 6.4 The Intermediary undertakes to take on assignments only to the extent that the Intermediary is able to perform the relevant services effectively and efficiently.
- 6.5 The Intermediary undertakes to comply with the rules and regulations issued by FSF, UEFA and FIFA from time to time. The Intermediary further undertakes to comply with public law legislation on job placement and any other relevant mandatory legislation.
- 6.6 The Intermediary undertakes to continually keep account of all remuneration received and during the period from 1 January to 14 February to notify FSF of the total consolidated amount of remuneration earned by the Intermediary during the preceding calendar year under this Contract.

## **7. The Player's obligations**

- 7.1 A player who has retained the services of the Intermediary under this Contract is responsible for ensuring that all 3 originals of this Contract are received for registration by FSF no later than 5 workdays after signing. If this Contract does not reach FSF in time, it will terminate automatically.
- 7.2 If a player contract is to be renegotiated and the Player has concluded a new contract with the Intermediary for this purpose, the Player must ensure that the new representation contract is submitted to FSF in accordance with clause 7.1.
- 7.3 The Player undertakes to notify the Intermediary of any offer or inquiry received by the Player from any club or person affiliated with a club that falls within the scope of the Intermediary's authority, see clause 5.
- 7.4 If the Intermediary's authority under clause 5 is fully or partly exclusive, the Player undertakes not to contract with other intermediaries contrary to the exclusivity agreed.
- 7.5 The Player undertakes to participate in all meetings in the Faroe Islands which are set up by the Intermediary and must be regarded as reasonable under this Contract.

## **8. Other agreements**

- 8.1 Any special agreements or arrangements between the parties in supplement to this Contract, including concerning any payment or remuneration, must comply with the principles stated in the regulations governing intermediaries issued by FSF and/or FIFA from time to time and must be enclosed with this Contract and submitted to FSF for registration together with this Contract or, if such special agreements or arrangements are concluded subsequently, reach FSF no later than 5 workdays after their signing.

**9. Amendment of and additions to the Contract**

9.1 Any amendment of and additions to this Contract must be in writing and submitted to FSF for registration in accordance with clause 8.1 in order to be effective.

**10. Confidentiality**

10.1 This Contract is a confidential document between the parties, and neither party is entitled to disclose its contents to third parties without the other party’s express consent.

**11. Governing law**

11.1 This Contract must be interpreted and construed in accordance with Faroese law.

**12. Disciplinary complaints and civil law disputes**

12.1 The parties hereby accept and agree to be bound by the provisions on complaints and disputes laid down in the regulations governing intermediaries issued by FSF and/or FIFA from time to time.

**13. Signatures and submission for registration**

13.1 This Contract is signed in 3 originals, and after submission for registration with FSF the following parties will each receive one:

- 1. FSF
- 2. The Intermediary
- 3. The Player

This Contract must be submitted to FSF for registration no later than 5 workdays after signing, see clause 7.1.

Date	Intermediary (stamp and signature)
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Date	Player
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Date	Guardian (if the Player is under the age of 18)
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Confirmation of receipt of the Contract:

Date	Faroe Islands Football Association (stamp and signature)
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