



PLAYERS' AGENT REGISTRATION REGULATIONS

1 DEFINITIONS

1.1 In these Players' Agent Registration Regulations ("**Agent Regulations**"), the following terms shall have the following meanings:

"Agency Activity" means acting in any way and at any time in the capacity of agent, representative, adviser or in any other way providing a service to a First Class County, Women's Elite Domestic Structure Senior Team, Men's Hundred Team, Women's Hundred Team or Player, either directly or indirectly, in any aspect of the negotiation, arrangement or execution of any kind of Transaction.

"Agent" means any person, whether based in the UK or overseas, who carries out or seeks to carry out Agency Activity.

"CDC" means the ECB Cricket Discipline Commission.

"CDC Regulations" means the published regulations of the CDC (as amended from time to time).

"Disapproved Cricket" shall have the meaning given to it under ICC Regulations (as amended from time to time).

"ECB" means the England and Wales Cricket Board Limited.

"Exempt Individual" means an individual who is a Player's parent, sibling or spouse, an individual who acts in a professional capacity as a registered solicitor or barrister or an officer or employee of the PCA who negotiates for a Player who has already received an offer of a contract of employment.

"First Class County" means one of the county cricket clubs from time to time playing in the First Class County Championship.

"HMRC" means Her Majesty's Revenue and Customs.

"The Hundred" means the ECB's new and additional domestic cricket competition in a "hundred-ball" format which takes place with effect from the 2020 season and **"Men's Hundred"** and **"Women's Hundred"** mean The Hundred games played by the Men's Hundred Team and Women's Hundred Team, respectively;

"Hundred Team" means, any of the teams from time to time playing in The Hundred and **"Men's Hundred Team"** and **"Women's Hundred Team"** mean the teams playing in the Men's Hundred and Women's Hundred respectively.

"PCA" means the Professional Cricketers Association.

"Player" means any person registered or intending to be registered with a First Class County pursuant to the ECB Regulations Governing the Qualification and Registration of Cricketers or any person registered or intending to be registered with a Women's Elite Domestic Structure Senior Team pursuant to the ECB Regulations

“Register” shall have the meaning set out at Regulation 4.9.

“Registered Agent” means an Agent who is registered with the ECB.

“Team” means any First Class County, Women's Elite Domestic Structure Senior Team or Hundred Team.

“Transaction” means any kind of employment or other similar transaction (including, without limitation, any Player contract, transfer, loan or registration matters).

“Women's Elite Domestic Structure Senior Team” means a team which competes in the Limited Overs and/or Twenty20 Overs competitions in the Women's Elite Domestic Structure (**“WEDS”**).

- 1.2 References to the masculine gender shall include the feminine, and to the singular shall include the plural, and vice versa.
- 1.3 Headings are included for convenience only and are not intended to affect the interpretation of these Agent Regulations.

2 SCOPE AND ENFORCEMENT OF THE AGENT REGULATIONS

- 2.1 These Agent Regulations apply to the ECB, all Teams, Registered Agents and Players.
- 2.2 Any breach of the Agent Regulations by any person or entity subject to them may result in disciplinary action and sanctions in accordance with Regulation 10.

3 RESTRICTIONS ON TEAMS AND PLAYERS IN RELATION TO AGENTS

- 3.1 Teams or Players wishing to appoint a person to act on their behalf in relation to any Agency Activity may only appoint a Registered Agent or an Exempt Individual to do so.
- 3.2 Teams and Players must not engage, either directly or indirectly, in any aspect of the negotiation, arrangement or execution of any kind of Transaction where either or both parties are represented by an individual who is not a Registered Agent or Exempt Individual.
- 3.3 Teams and Players must use all reasonable endeavours to ensure that any Registered Agent appointed to act for them complies with these Agent Regulations and all other ECB Rules and Agent Regulations (as amended from time to time). Principals, whether Teams or Players, may be held by the ECB to be liable for the acts or omissions of Registered Agents instructed by them.

4 REGISTRATION OF AGENTS

REGISTRATION PROCESS

- 4.1** In order for a person to become registered as a Registered Agent, that person must:
- (i) apply to the ECB in writing (to the ECB, Lord's Cricket Ground, London, NW8 8QZ) and comply with the relevant application procedure stipulated by the ECB (including, without limitation, the provision of appropriate signed undertakings and satisfactory documentary evidence of a sufficient level of professional indemnity insurance with a reputable insurer in accordance with Regulation 4.4);
 - (ii) pass a multiple choice exam set jointly by the ECB and the PCA and covering, inter alia, the relevant ECB Rules and Regulations and related matters of relevance to the conduct of Agency Activity;
 - (iii) pay to the PCA the relevant registration fee prescribed by the ECB from time to time (which shall be £500 + VAT until further notice to the contrary); and
 - (iv) agree to submit to the jurisdiction of the ECB.
- 4.2** An Agent wishing to become a Registered Agent must meet the qualifying criteria stipulated by the ECB from time to time, including the requirements that:
- (i) they are over 18 years of age as at the date of their application;
 - (ii) they are of good character and reputation (in the ECB's sole opinion);
 - (iii) they do not have any conviction for any offence involving dishonesty or deception;
 - (iv) they are not an undischarged bankrupt or otherwise subject to bankruptcy proceedings;
 - (v) 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;
 - (vi) 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;
 - (vii) they have not in the previous 10 years, been censured or disciplined (in the UK or elsewhere) or had their membership revoked by any regulatory or professional organisation in relation to any business or professional activities;
 - (viii) they are not an officer, employee or consultant of a Team or the ECB (including without limitation a current registered and/or contracted cricketer), or any person in an official position with the ECB; and
 - (ix) they have not within the past 12 months participated, facilitated or been in any way involved in any cricket match or event in England and Wales which has been or is to be staged in breach of the ECB's Cricket Event Regulations and/or any cricket match or event in any other country which is Disapproved Cricket.
- 4.3** Agents must ensure that they do not submit misleading or inaccurate information in their application for registration. In the event that the ECB believes that an individual has submitted misleading or inaccurate

information in their application for registration as a Registered Agent (or any application for renewal of registration), the ECB shall be entitled to suspend the Registered Agent's registration in accordance with Regulation 6.2.

- 4.4** Registered Agents must, at all times, have in place appropriate professional liability insurance with a reputable insurer to a level determined by the ECB and must disclose a copy of their policy and related documents upon request by the ECB or the PCA.
- 4.5** Each Registered Agent must be registered individually in their personal capacity and may not transfer or delegate their registration or any of their Agency Activities to any other person or any other entity.
- 4.6** The ECB shall have a full and unfettered discretion, in applying the relevant registration requirements and criteria at Regulations 4.1 to 4.4 above, as to whether to accept any given application. The ECB shall use its reasonable endeavours to communicate its decision to the applicant within 14 days of its receipt of the application.
- 4.7** An applicant whose application is rejected may appeal such decision provided that they submit written notice of such appeal to the ECB Chief Executive within 7 days of the formal notification of the rejection decision. The sole valid ground for appeal shall be that the ECB has failed to apply the relevant registration requirements and criteria at Regulations 4.1 to 4.4 above in making its rejection decision. An appeal panel of three persons will thereupon be appointed by the ECB, comprising ECB representatives or its appointees who were not involved in the original rejection decision, which will consider such appeal on the papers (unless in its sole discretion it wishes to hold a hearing in which event it shall determine its own procedures) before making its decision by a majority vote of its members.
- 4.8** If an application is rejected and the applicant does not appeal or makes an unsuccessful appeal, the applicant shall be prohibited from re-applying to become a Registered Agent for two years from the date of formal notification of the rejection decision, save where the rejection was solely due to a failure to pass the multiple choice exam (in which event the applicant may freely re-apply) and subject to the ECB's right to increase or decrease this two year period if it deems it appropriate.

THE REGISTER

- 4.9** The PCA shall, on behalf of the ECB, maintain and publish a public register of Registered Agents which contains the individual's name and contact details, the company or companies which they claim to represent, the date of first registration, any renewal dates and such other details as the ECB and the PCA may from time to time determine (the 'Register'). All Registered Agents must ensure that they inform the PCA of any change in their details which would require an amendment to the Register.
- 4.10** Once registered, an individual's name shall remain on the Register until:
- (i) their registration is suspended by the ECB or they cancel their registration in accordance with Regulations 6.2 or 6.3 (as applicable); or
 - (ii) the following 31 December, unless they have applied for a renewal of his registration for the following calendar year in accordance with Regulation 4.11; or



- (iii) it is removed from the Register following a cancellation or suspension of their registration in accordance with Regulation 10.4.

RENEWAL OF REGISTRATION

- 4.11** On or before 31 December in each year, a Registered Agent may apply for their registration to be renewed for the following calendar year by completing and submitting to the PCA the relevant completed renewal application form and paying to the PCA the relevant renewal fee prescribed by the ECB from time to time (which shall be £250 + VAT until further notice to the contrary). Failure to do so on or before 31 December in any year shall result in the automatic removal of the Registered Agent's name from the Register.

AGENT OBLIGATIONS AFTER CESSATION OF REGISTRATION

- 4.12** If for any reason a Registered Agent ceases to be registered with the ECB, they must:
- (i) cease to hold themselves out as a Registered Agent;
 - (ii) take all reasonable steps (including any reasonable steps notified by the ECB or the PCA) to ensure that no person is misled as to the fact that they are not registered; and
 - (iii) inform all their Player and Team clients that they are no longer a Registered Agent and that they can therefore no longer act for them as a Registered Agent in relation to any Agency Activities.

5 CONDUCT OF REGISTERED AGENTS

PROHIBITION ON DUAL REPRESENTATION

- 5.1** Registered Agents must not: (i) conduct any Agency Activity for more than one party in any one Transaction; and/or (ii) receive any payment or any other form of benefit from more than one party in relation to any one Transaction, save only in the specific circumstances set out in Regulation 8.2(ii).
- 5.2** Registered Agents shall disclose in writing to their principal any relevant formal or informal relationships that they may have or have had in place with any other party to any given Transaction, before any steps are taken in respect of the relevant Transaction (including but not limited to the negotiation, arrangement or execution of the Transaction), and such disclosure must be made as soon as reasonably practicable and in any event within 14 days of the Registered Agent becoming aware of any such relationship. A Registered Agent may only continue to act on a Transaction where such a relationship has been disclosed if their principal consents in writing to the Registered Agent's continuing involvement.
- 5.3** Registered Agents from the same agency, company or other legal entity must act on behalf of the same party to any given Transaction.

ACCOUNTING, FINANCIAL AND REPORTING OBLIGATIONS

- 5.4** Registered Agents must keep and maintain appropriate professional accounts in accordance with best accounting practice and in the event of an investigation by the CDC into breaches or potential breaches of these Agent Regulations must promptly make available such accounts and all relevant books and records upon request.
- 5.5** Registered Agents must ensure that the Player's gross pre-tax income is not (as a result of their obligation to pay a fee to the Registered Agent) less than their gross pre-tax income before entering into the contract with the Registered Agent, unless they notify the Player in writing before entering into any such arrangement that this could be the result of the arrangement and simultaneously supplies a copy of that notification to the PCA.
- 5.6** Each Registered Agent must provide to the PCA a full list of their Player clients on or before the last working day of each month.

GENERAL OBLIGATIONS

- 5.7** Each Registered Agent:
- (i) must fully and at all times comply (and use their best efforts to procure that any Player they represent fully and at all times complies) with these Agent Regulations and the ECB's other Rules and Regulations as amended and updated from time to time and any undertakings provided to the ECB by them or any of their Players pursuant to any ECB Rules and Regulations;
 - (ii) must continue, for the duration of their registration, to satisfy all of the qualifying criteria set out in Regulation 4.2 or otherwise stipulated by the ECB from time to time;
 - (iii) must immediately notify the ECB and the PCA in writing if they fail to continue to meet any of the qualifying criteria set out in Regulation 4.2 or otherwise stipulated by the ECB from time to time;
 - (iv) must not use for any purpose any trade marks or other intellectual property of the ECB or the PCA without the relevant entity's prior written consent;
 - (v) must familiarise themselves with these Agent Regulations and at all times conduct themselves in an ethical manner and observe the highest standards of integrity and fair dealing, which shall be judged against the objective standard of a reasonable Registered Agent who is familiar with these Agent Regulations;
 - (vi) is under a duty not to allow the game of cricket to be brought into disrepute;
 - (vii) must act in good faith and disclose in writing the identity of their principal in all discussions and negotiations relating to any Transaction;
 - (viii) must ensure that they do not procure or seek to procure any playing, endorsement or other commercial deal for a player which conflicts with the Player's obligations under their ECB central and/or Team contract (as applicable) and if the Registered Agent is representing a Player who is centrally contracted to the ECB, they must not commit such Player to any personal endorsement contract or similar binding agreement without the prior written approval of the ECB Commercial Director;

- (ix) must comply with the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and any other relevant legislation applicable to the performance of their role as an agent; and
- (x) shall be entitled to describe themselves as a 'registered agent' or 'registered with the ECB', but shall not refer to their registration in any other way or otherwise use it to promote their business by claiming or implying that they are or have been approved or endorsed by the ECB in any way;
- (xi) must not participate, facilitate or in any way be involved in any cricket match or event in England and Wales which is staged in breach of the ECB's Cricket Event Regulations and/or in any cricket match or event in any other country which is Disapproved Cricket.

6 CANCELLATION AND SUSPENSION OF REGISTRATION

- 6.1** A Registered Agent's registration may be cancelled at any time by the ECB at the direction of the CDC in its sole discretion if it determines that there has been a breach by them of their obligations under these Agent Regulations.
- 6.2** A Registered Agent's registration may be suspended by the ECB at any time in its sole discretion, pending final determination by the CDC in accordance with Regulation 10, in the event that the ECB has reason to believe that there has been a breach by the Registered Agent of their obligations under these Agent Regulations.
- 6.3** A Registered Agent may at any time cancel their registration upon written notice to the ECB.

7 PLAYER REPRESENTATION AGREEMENTS

- 7.1** Registered Agents must enter into the PCA's standard form of representation/agency agreement as may from time to time be stipulated by the PCA with each Player that they represent, unless they notify the Player in writing before entering into any such contract that it is not in the PCA's standard form and simultaneously supplies a copy of that notification to the PCA.
- 7.2** No representation agreement between a Player and a Registered Agent (or the entity which the Registered Agent represents) shall:
 - (i) have a term exceeding two years (or any automatic renewal provision having such effect); or
 - (ii) be assignable or transferable to another person without the relevant Player's prior written consent.
- 7.3** Registered Agents must advise each Player with whom they propose to enter a representation agreement to obtain independent advice prior to the execution of any such agreement.
- 7.4** Registered Agents shall submit a copy of any signed representation agreement and any related contractual documentation to the PCA within 28 days of a written request from the ECB and/or the PCA to do so.

8 REMUNERATION

- 8.1** The principal for whom the Registered Agent acts shall be responsible for payment of the fees or other remuneration of the Registered Agent, but (subject always to Regulation 8.2(ii)) this shall not prevent a third party paying the Registered 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.
- 8.2** A Team shall not make any payment of any nature whatsoever in respect of a Player to any person other than the Player, another Team (for example in the case of a loan deal), or HMRC, unless:
- (i) a Registered Agent or Exempt Individual is conducting Agency Activity solely for and on behalf of a First Class County or WEDS Senior Team in relation to any given Transaction, in which case the First Class County or WEDS Senior Team may pay fees or other remuneration to the relevant Registered Agent or Exempt Individual in relation to that Transaction; or
 - (ii) a First Class County or WEDS Senior Team agrees (at the relevant Player's request) to discharge a Player's liability directly to a Registered Agent or an Exempt Individual, in which case payment shall be made on the Player's behalf as a taxable benefit, and the relevant Player and First Class County or WEDS Senior Team shall ensure that they fulfil the relevant tax law requirements in relation to any such payment.
- 8.3** Each First Class County and WEDS Senior Team shall submit to the ECB a completed pro forma (in the form stipulated by the ECB from time to time), signed by: (i) the relevant First Class County's Chief Executive or authorised representative of the relevant WEDS Senior Team; (ii) the relevant Player; and (iii) the Registered Agent, within 14 days of the completion of any Transaction involving a Player, the First Class County or WEDS Senior Team and any third party or third parties conducting any form of Agency Activity which details all relevant payments made by, to or on behalf of any party without limitation.

9 APPROACHES

- 9.1** Registered Agents must not take any steps (including the making of public statements) intended to induce any person to act in breach of their written agreement with a Team.
- 9.2** Registered Agents must not, when acting for a Player who is under contract with a Team, without the written consent of that Team or otherwise as permitted under the ECB Regulations Governing the Qualification and Registration of Cricketers or the ECB Regulations Governing the Qualification and Registration of Cricketers for the WEDS, the Men's Hundred Player Draft Regulations or the Women's Hundred Competition Player Selection Regulations directly or indirectly communicate with or approach another Team or Player or any other person with the object of negotiating or arranging a transfer or loan of the Player.
- 9.3** Registered Agents must not, when acting for a Team to whom a Player is contracted, without the written consent of the Player, directly or indirectly communicate with or approach another Team or Player or any other person with a view to procuring the transfer or loan of that Player.

- 9.4** Registered Agents acting for a Team 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 over where:
- (i) 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; and
 - (ii) the contract is counter-signed by the Player's parent or legal guardian.
- 9.5** Subject only to Regulation 9.4, 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.

10 BREACH OF AGENT REGULATIONS AND REFERRAL TO THE CDC

- 10.1** The CDC shall have the jurisdiction to determine whether or not any Registered Agent, Team or Player is in breach of these Agent Regulations.
- 10.2** The CDC shall, save as otherwise stated in these Agent Regulations, apply the procedures and (where appropriate) the sanctions set out in the CDC Regulations in investigating and punishing any alleged breach of these Agent Regulations.
- 10.3** A complaint about an alleged breach of these Agent Regulations by a Registered Agent, Player or Team may be made by or on behalf of any Player, any Team or any member, officer or employee of the ECB or the PCA. Any such complaint shall be notified in writing to the Chief Executive of the ECB who shall promptly refer it to the CDC Chairman (or their authorised deputy).
- 10.4** In addition to any sanctions available to the CDC under the CDC Regulations, the CDC shall also be entitled to impose the following additional sanctions on any Registered Agent found to be in breach of the Agent Regulations:
- (i) to direct the ECB to cancel or suspend the Registered Agent's registration with immediate effect; and/or
 - (ii) to direct the ECB to impose such registration conditions on the Registered Agent as the CDC considers appropriate.
- 10.5** Unless otherwise expressly specified by the CDC, any Registered Agent whose registration has been cancelled pursuant to Regulation 10.4(i) shall not be entitled to apply for re-registration as a Registered Agent for a period of 2 years from the date of cancellation.