

AGENT REGULATIONS



**England and Wales Cricket Board, Lord's Cricket Ground
St John's Wood, London, NW8 8QZ
England**

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1. DEFINITIONS

1.1. In these Regulations:

Academy Programme means the Girls' Academy Programme or the Boys' Academy Programme.

Academy Regulations means the Boys' Academy Regulations or the Girls' Academy Regulations as in force and amended from time to time.

Agency Activity means acting (directly or indirectly) for or on behalf of a Player or a Team in relation to any matter relating to a Transaction, including but not limited to negotiating, arranging, or executing any documents (including an NOC), and excluding assisting with a Player's Draft Registration.

Agency Agreement means any agreement between a Registered Agent and a Player in relation to the provision of Agency Activity.

Agency Company means a company, body or other entity with separate legal personality which conducts Agency Activity via individual Agents.

Agency Document means an agreement between a Registered Agent and a Cricketer in relation to the provision of agency services by the Registered Agent to the Cricketer.

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

For the avoidance of doubt:

- (a) a Team official is not acting as an Agent when they carry out Agency Activity for or on behalf of that Team;
- (b) a lawyer is not acting as an Agent when they solely and exclusively provide Permitted Legal Advice in relation to any matter relating to a Transaction;
- (c) an officer or employee of the PCA is not acting as an Agent when they provide advice to a Player in relation to an offer or contract of employment to the Player; and
- (d) a parent acting in a guardianship capacity only in relation to any Player under the age of 18 by accompanying and/or supporting that Player is not acting as an Agent.

Agents Exam means the exam for Agents set by the ECB, which addresses (amongst other things) key aspects of these Regulations and which is required to be passed in order for an individual to become a Registered Agent (the format and frequency of such exam to be determined by the ECB from time to time).

Agents Education Session means any education session arranged by the ECB which Registered Agents (and if so required by the ECB, previously registered Agents who are seeking to re-register) are required to attend (the format and frequency of such sessions to be determined by the ECB from time to time).

Agency Transaction Form means a form providing details in respect of an Agent's involvement in a Transaction, including any remuneration received, which must be used by a Registered Agent in the standard form prescribed by the ECB from time to time.

Bankruptcy Order means an order declaring an individual bankrupt.

Bankruptcy Restriction Order (and Interim Bankruptcy Restriction Order) means the orders of the same name made under the provisions of the Insolvency Act 1986, any successor thereof or any legislation in any jurisdiction outside England and Wales to the same effect.

Boys' Academy Programme means the training and development programme run for young players by Professional County Clubs to develop robust foundations of future performance, providing an environment that offers high quality individualised development opportunities and experiences to develop players.

Boys' Academy Regulations means the regulations governing registration for the Boys' Academy Programme as in force and amended from time to time.

Chair of the Cricket Discipline Panel means the independent chair of the Cricket Discipline Panel from time to time or their authorised deputy.

Cricket Discipline Panel means the panel of individuals responsible for adjudicating on regulatory cases on behalf of the ECB.

Cricketer means a cricketer who does not meet the definition of Player within these Regulations.

Disapproved Cricket has the meaning given to it in the ECB's Cricket Event Regulations as in force and amended from time to time.

Disciplinary Procedure Regulations means the regulations governing the disciplinary procedure for regulatory cases brought before the Cricket Discipline Panel, as in force and amended from time to time.

Draft Registration means the process of registering for the draft for The Hundred as set out in the ECB's Hundred Player Selection Regulations.

ECB means the England and Wales Cricket Board Limited.

Effective Date means 16 July 2026.

Girls' Academy Programme means the female-only training and development programme run for young players by Tier 1 Counties and Glamorgan County Cricket Club, providing an environment that offers high quality individualised development opportunities and experiences to develop players.

Girls' Academy Regulations means the regulations governing registration for the Girls' Academy Programme as in force and amended from time to time.

Heads of Terms means the standard form document published by the PCA and/or the ECB (as amended from time to time) which is not legally binding but sets out the key terms of the Agency Agreement or Agency Document.

Hundred Team means any of the teams from time to time playing in either the Women's or Men's competitions of The Hundred.

ICC means the International Cricket Council.

ICC Member means any full member or associate member of the ICC.

ICC Regulations means any regulations of the ICC.

Individual Voluntary Arrangement means an arrangement made under the provisions of the Insolvency Act 1986, any successor thereof or any legislation in any jurisdiction outside England and Wales to the same effect.

Insolvency Event means:

- (a) entering into a Company Voluntary Arrangement pursuant to Part 1 of the 1986 Act or a compromise or arrangement with its creditors under Part 26 of the Companies Act 2006 or any compromise agreement with its creditors as a whole;
- (b) lodging a Notice of Intention to Appoint an Administrator or Notice of Appointment of an Administrator at Court in accordance with paragraph 26 or paragraph 29 of Schedule B1 to the 1986 Act, an application to the Court for an Administration Order under paragraph 12 of Schedule B1 to the 1986 Act (other than paragraph 12(1)(c)) or where an Administrator is appointed or an Administration Order is made ("Administrator" and "Administration Order" having the meanings attributed to them respectively by paragraphs 1 and 10 of Schedule B1 to the 1986 Act);
- (c) an Administrative Receiver (as defined by section 251 of the 1986 Act), a Law of Property Act Receiver (appointed under section 109 of the Law of Property Act 1925) or any Receiver appointed by the Court under the Supreme Court Act 1981 or any other Receiver is appointed over any assets which, in the opinion of the ECB, are material to the Agency Company's ability to fulfil its obligations as a Registered Agent;
- (d) shareholders passing a resolution pursuant to section 84(1) of the 1986 Act to voluntarily wind up;
- (e) a meeting of creditors is convened pursuant to section 95 or section 98 of the 1986 Act;
- (f) a winding up order is made by the Court under section 122 of the 1986 Act or a provisional liquidator is appointed under section 135 of the 1986 Act;
- (g) ceasing or forming an intention to cease wholly or substantially to carry on business; or

- (h) being subject to any insolvency regime in any jurisdiction outside England and Wales which is analogous with the insolvency regimes detailed in sub-paragraphs (a) to (g) above.

Lawyer means an individual who is duly authorised by the appropriate professional or regulatory body to act in the capacity of solicitor or barrister in the United Kingdom, or the equivalent profession in a jurisdiction outside the United Kingdom.

NOC means a No-Objection Certificate, as defined in the ICC Regulations on Sanctioning of Events and Player Release.

Overseas Agency Agreement means a written contract between a Registered Agent, an Overseas Agent and a Player setting out the terms of the relationship between the parties as regards Transactions in England and Wales, which must be in the standard form published by the ECB from time to time.

Overseas Agency Arrangement means an arrangement between a Registered Agent and an Overseas Agent whereby the Overseas Agent has the primary relationship with the Player and the Registered Agent provides Agency Activity to the Player (via the Overseas Agent) in respect of particular Transactions.

Overseas Agent means an Agent who is based overseas and is not a Registered Agent.

Panel means a panel comprised of three members of the Cricket Discipline Panel (or a single member, where agreed by the parties) appointed to determine a referral under Regulation 8.

PCA means the Professional Cricketers Association.

Permitted Legal Advice means advice or assistance provided by a Lawyer to a Team or Player, either directly or indirectly, in relation to any Transaction where:

- (a) the Lawyer has entered into terms of engagement with the Player or Team in the form required by the lawyer's professional regulator and solely operates under those terms;
- (b) the Lawyer is providing the advice or assistance as part of a practice which is regulated by the lawyer's professional regulator;
- (c) the advice or assistance either relates to (a) the legal form of the documents that arise out of the Transaction, or the legal implications of that Transaction, as opposed to the negotiation of the substantive terms of the Transaction and, in particular the remuneration term of the Transaction; or (b) a dispute arising out of a Transaction; and
- (d) the Lawyer is remunerated in a manner which is consistent with the manner in which Lawyers are ordinarily remunerated for carrying out which advice or assistance.

Player means any person registered or intending to be registered with:

- (a) a Professional County Club pursuant to the ECB's Competitive County Cricket Registration Regulations;

- (b) a Tier 1 County pursuant to the Tier 1 Registration Regulations;
- (c) a Tier 2 County pursuant to the Tier 2 Registration Regulations;
- (d) a Hundred Team (excluding Draft Registration) pursuant to The Hundred Player Selection Regulations; and
- (e) an Academy Programme.

Professional County Club means any of the clubs and/or companies listed in schedule A to the ECB's articles of association from time to time and/or any county cricket club playing in County Championship and/or the Tier 1 Competitions and/or the Tier 2 Competitions.

Register has the meaning as set out in Regulation 9.1 below.

Registered Agent means any Agent who is registered by the ECB to carry out Agency Activity in accordance with these Regulations.

Registration Regulations means the ECB's Competitive County Cricket Registration Regulations, Tier 1 Registration Regulations, Tier 2 Registration Regulations, Hundred Player Selection Regulations, or any successors thereof, as in force and amended from time to time.

Standard Form Contract means a standard form Agency Agreement published by the PCA and/or the ECB (as amended from time to time).

Team means any Professional County Club and/or any Hundred Team.

The Hundred means the ECB's domestic cricket competition in a "hundred-ball" format and "Men's Hundred" and "Women's Hundred" mean The Hundred competition played by the Men's Hundred Team and Women's Hundred Team, respectively.

Tier 1 Competitions means any women's domestic cricket competitions designated by the ECB as being a "Tier 1" competition, which, as at the Effective Date, includes the T20 Blast Women's Competition and the One Day Cup Women's Competition.

Tier 1 County means a Professional County Club that participates in Tier 1 Competitions.

Tier 1 Registration Regulations means the regulations governing, amongst other things, registration for the Tier 1 Competitions as in force and amended from time to time.

Tier 2 Competitions means any women's domestic cricket competitions designated by the ECB as being a "Tier 2" competition, which, as at the Effective Date, includes the T20 Blast Women's League 2 and the One Day Cup Women's League 2.

Tier 2 County means a Professional County Club that participates in Tier 2 Competitions.

Tier 2 Registration Regulations means the regulations governing, amongst other things, registration for the Tier 2 Competitions as in force and amended from time to time.

Transaction means any kind of employment or other similar agreement or arrangement with a Team (including without limitation any Player contract, transfer agreement, loan agreement, or registration matters).

2. REGISTERED AGENTS

- 2.1. Teams or Players must only appoint a Registered Agent to carry out Agency Activity on their behalf and must not engage directly or indirectly in any negotiation, arrangement or execution of any Transaction where either or both parties are represented by a person who is not a Registered Agent or a Lawyer who is giving Permitted Legal Advice.
- 2.2. Teams and Players must use all reasonable endeavours to ensure that any Registered Agent appointed to carry out Agency Activity on their behalf complies with these Regulations. Any Team or Player which has failed to do so may also be found liable for any breach of these Regulations by any Agent.
- 2.3. A Registered Agent is responsible for ensuring that any of its employees (if applicable), contractors or agents who are not registered as a Registered Agent are prohibited from carrying out Agency Activity.

3. REGISTRATION

- 3.1. Any Agent who wishes to carry out Agency Activity must register with the ECB as a Registered Agent.
- 3.2. Registration may take place at any time during the year and, subject to Regulation 3.3, will remain valid until 11:59pm on the next occurrence of 31 October immediately following said registration. To remain effective beyond this time, registration must be renewed annually in accordance with Regulation 3.9.
- 3.3. Where registration occurs between 1 and 31 October in any given year, that registration will remain valid until 11:59pm on 31 October of the following year, whereupon, in order to remain effective beyond this time, it must be renewed in accordance with Regulation 3.9.
- 3.4. In order to register or renew a registration as a Registered Agent, an individual must:
 - (a) complete the registration process as may be prescribed by the ECB from time to time;
 - (b) have passed the Agents Exam in the three years prior to the date of their registration and/or its renewal;
 - (c) agree to abide by the ECB's rules and regulations;
 - (d) in respect of both (i) renewal of a registration and (ii) registration by an individual who was previously a Registered Agent, have completed any Agents Education Session they were invited to complete in the 12 months prior to 11:59pm on 31 October in the year of the renewal of their registration, or in the 12 months prior to the date of their registration (as applicable);

- (e) provide to the ECB a full list of the Players and Teams who are their clients (or otherwise confirm that the list is unchanged);
- (f) confirm to the ECB that they have adequate insurance in place that meets the requirements in Regulation 7.8(c) and provide details of their insurer provider and policy number;
- (g) satisfy the ECB, as required, of the factors set out at Regulation 3.5;
- (h) provide any further information and/or documentation as the ECB may request;
- (i) pay such annual registration or renewal of registration fee as may be prescribed by the ECB from time to time; and
- (j) in the case of registration or renewal, attend upon request and pass an interview with the ECB.

3.5. Any individual seeking to register or renew a registration as a Registered Agent will be required to satisfy the ECB that they:

- (a) are over 18 at the date of their application;
- (b) do not have any unspent conviction (or where the Rehabilitation of Offenders Act 1974 does not apply for any reason, have a conviction within the period that would have rendered that conviction unspent had the provisions of that Act applied) for any offence (including any attempt to commit the same) anywhere in the world that the ECB considers to fall within the category of sexual and/or violent and/or financial and/or dishonest crime;
- (c) are not currently prohibited by law (whether domestic or in any jurisdiction outside England and Wales) from being a director (including without limitation as a result of being subject to a disqualification order as a director of a company under the Company Directors' Disqualification Act 1986 (as amended));
- (d) are not subject to an Individual Voluntary Arrangement, a Bankruptcy Order, Interim Bankruptcy Order or a Bankruptcy Restriction Order;
- (e) are not currently subject to:
 - (i) a direct or indirect suspension or ban from involvement in the administration of a sport; and/or
 - (ii) a suspension or ban from participating in a sport for a duration of at least 6 months; and/or
 - (iii) a suspension from working as an Agent (or in any equivalent capacity), by any ruling body of a sport that is registered with UK Sport and/or Sport England, or any corresponding or equivalent national or international association;

- (f) are not currently subject to any form of suspension, disqualification or striking-off by a professional body including, by way of example and without limitation, the Law Society, the Solicitors Regulation Authority, the Bar Council or the Institute of Chartered Accountants or England and Wales or any equivalent body in any jurisdiction outside England and Wales;
- (g) are not currently being required to notify personal information to the police in accordance with Part 12 of the Sexual Offences Act 2003, any statutory modification or re-enactment thereof or any equivalent legislation in any jurisdiction outside England and Wales;
- (h) are not an officer, employee or consultant of (or any person in an official position with) a Professional County Club, Hundred Team, the ECB, the MCC, the ICC, any ICC Member or a team at First Class or List A Level in an ICC Member Country, including a current and/or contracted cricketer;
- (i) have not within the past 12 months participated, facilitated or been involved in, or been involved with, any cricket match or event which is Disapproved Cricket;
- (j) have not been reported, or identified by the ECB, as being party to any corruption matter that gives rise to a concern of the ECB about the integrity of the applicant; and
- (k) if seeking to work with Players under the age of 18, have met the requirements in Regulation 6.2 for working with minors.

3.6. In order to register or renew a registration as a Registered Agent, an Agency Company must:

- (a) complete the registration process as may be prescribed by the ECB from time to time;
- (b) be registered by an individual who is already registered as a Registered Agent, who will be responsible for:
 - (i) declaring that the Agency Company is not subject to an Insolvency Event;
 - (ii) declaring the individuals registered as Registered Agents who are authorised to conduct Agency Activity on behalf of the Agency Company; and
 - (iii) ensuring that those individuals referred to in sub-paragraph (ii) immediately above have complied with the requirements of Regulations 3.3 and 3.5 prior to registering.

3.7. When an Agency Company registered as a Registered Agent carries out Agency Activity for or on behalf of a Player in relation to a Transaction, the name and signature of the individual Registered Agent representing said Agency Company pursuant to Regulation 3.6(b) must appear on all relevant paperwork as is required by the ECB from time to time.

3.8. When an individual Agent registers outside of the period between 1 October and 31 October, they will pay the full initial registration fee due in accordance with Regulation 3.4(i). In such

case, the first renewal fee owed by that Registered Agent following their registration will be calculated on a pro rata basis. All subsequent renewal fees will be payable in full.

- 3.9. If a Registered Agent intends to continue carrying out Agency Activity beyond 31 October in any given year, they must apply to the ECB to renew their registration no later than 10 working days before 31 October each year, by completing by that date the steps set out at Regulations 3.4(a)-(i), 3.5 and 3.6 (as applicable). Failure to do so will result in the automatic removal of the Registered Agent from the Register and the cessation of their status as a Registered Agent until such time as a further registration has been completed.
- 3.10. The ECB will consider whether to accept or deny an application to register, or renew the status of, an individual or Agency Company as a Registered Agent. The ECB's determination will be based on whether the applicant has satisfied the requirements of the ECB's registration process as set out in this Regulation 3.
- 3.11. If the ECB believes that any applicant has submitted misleading or inaccurate information in their application for registration, or renewal of registration, the ECB is entitled to refuse that application or cancel a Registered Agent's registration where such registration was approved on the basis of that misleading or inaccurate information.
- 3.12. An applicant whose application for registration or renewal is rejected under Regulations 3.10 or 3.11 may appeal the decision by submission of written notice to the ECB's Head of Cricket Operations within 7 days of receipt of the formal decision.
 - (a) Any such appeal may only be brought on the grounds that the ECB has failed to apply the relevant requirements and criteria set out in the respective Regulations.
 - (b) Upon receipt of an appeal, the ECB will refer the matter to Sport Resolutions to convene a panel of three members to consider the matter (or a single member, where agreed by the parties).
 - (c) The panel will determine its own procedure, provided that this includes the opportunity for each party to present their/its case.
 - (d) Any decision made pursuant to these Regulations will stand and be enforceable by the ECB pending determination of any appeal pursuant to this Regulation.
 - (e) The decision of the panel is final and binding on all parties to the appeal and there is no right of appeal on any ground, by any party. The parties are deemed to have waived irrevocably any right to appeal, review or recourse to a court of law, arbitral body or any other body of any nature.
 - (f) Unless the panel orders otherwise, the ECB will pay the costs of Sport Resolutions and each party will bear their own legal costs.

4. LIABILITY OF AGENCY COMPANIES

- 4.1. An Agency Company and/or an individual Registered Agent may be charged with a breach of these Regulations as appropriate in the circumstances.

5. ENGAGEMENT OF AGENTS

- 5.1. Unless Regulation 5.2 applies, a Registered Agent and a Player must have entered into a validly executed written Agency Agreement prior to the Registered Agent carrying out any Agency Activity.
- 5.2. In respect of an Overseas Agency Arrangement:
- (a) the Registered Agent must have entered into an Overseas Agency Agreement prior to the Registered Agent carrying out any Agency Activity; and
 - (b) the Registered Agent must submit a copy of the Overseas Agency Agreement to the ECB within 14 days of entering into the Overseas Agency Agreement.
- 5.3. Agency Agreements must be (a) the Standard Form Contracts or (b) include Heads of Terms, and the following standard clauses:
- (a) scope of the services to be provided;
 - (b) a term not exceeding two years (or any automatic renewal provision having such effect);
 - (c) whether the Registered Agent is contracted on an exclusive or non-exclusive basis;
 - (d) the payment arrangement, including whether payment will be based on an hourly rate, lump sum, or commission, the relevant amount or percentage that will apply and any applicable taxes;
 - (e) which Transactions the Registered Agent will receive payment for (for example, all contracts entered into during the term of the Agency Agreement in respect of which the Registered Agent has provided Agency Activity, whether or not payment is received during or after the term of the Agency Agreement);
 - (f) termination provision, which will include a right of termination if the Registered Agent ceases to be registered at any time;
 - (g) prohibition of assignment, transfer or delegation unless the individual for whom the Agency Activity is being carried out has been told to take independent legal advice and has provided prior written consent; and
 - (h) dispute and governing law.
- If the Agency Agreement is not the Standard Form Contract, the Registered Agent must notify the Player in writing before entering into the Agency Agreement.
- 5.4. Registered Agents must advise each Player with whom they propose to enter into an Agency Agreement to obtain independent legal advice, or to discuss the terms of the proposed Agency Agreement with the PCA, prior to the execution of any such Agency Agreement.
- 5.5. Unless Regulation 5.2 applies, Registered Agents must submit:

- (a) a copy of the Heads of Terms, which accurately reflects the terms of the Agency Agreement, with the ECB within 14 days of signature of the Agency Agreement; and
 - (b) a copy of the Agency Agreement (and any related documentation) with the ECB within 28 days of a written request to do so.
- 5.6. If a Registered Agent has entered into an Agency Document and the Cricketer subsequently becomes a Player and registers with a Professional County Club, Hundred Team or Academy Programme, the Registered Agent must:
 - (a) submit a Heads of Terms in respect of that Agency Document within 14 days of such registration; and
 - (b) ensure the Agency Document contains the standard clauses listed in Regulation 5.3 within 28 days of such registration. If the ECB identifies that the Agency Document does not contain the standard clauses listed in Regulation 5.3, the Registered Agent must comply with any instructions of the ECB to amend the Agency Document accordingly.
- 5.7. The remuneration of the Registered Agent must be paid in accordance with the terms of the Agency Agreement and/or the Agency Transaction Form submitted in respect of a Transaction. Unless Regulation 5.8 applies, the remuneration of the Registered Agent must not be paid by anybody except the Player for whom the Registered Agent is acting.
- 5.8. The Team can pay the remuneration of the Registered Agent acting for a Player if the Player has made a request in writing to the Team, in which case the Player's liability to a Registered Agent can be discharged by the Team on the Player's behalf as a taxable benefit and the relevant Player and Team must ensure that they fulfil the relevant tax law requirements in relation to any such payment.
- 6. **MINORS**
 - 6.1. Registered Agents must not (i) make any approach to a Player (or any parent, carer, guardian, friend or associate of the Player) to carry out any Agency Activity for the Player or in respect of the Player and/or to enter into an Agency Agreement, (ii) enter into an Agency Agreement or (iii) carry out or attempt to carry out Agency Activity for any Player, or in respect of any Player on behalf of a Team, where the Player is under the age of 16.
 - 6.2. An individual who is a Registered Agent may only (i) make any approach to a Player (or any parent, carer, guardian, friend or associate of the Player) to carry out any Agency Activity for the Player or in respect of the Player and/or to enter into an Agency Agreement, (ii) enter into an Agency Agreement or (iii) carry out or attempt to carry out Agency Activity for or in respect of a Player aged 16 or 17 if all of the following requirements are met:
 - (a) the Registered Agent has an appropriate DBS Check, as instructed by the ECB;
 - (b) the Registered Agent has obtained authorisation from the ECB to act for Players aged 16 and 17;
 - (c) the Registered Agent must comply with such processes as the ECB has in place from time to time in order to satisfy the ECB that the Registered Agent is a fit and proper

person to represent Players aged 16 and 17, including but not limited to completing the prescribed safeguarding training every 3 years; and

- (d) an Agency Company registering as a Registered Agent cannot obtain authorisation from the ECB to act for Players aged 16 and 17, although individuals who work through or via that Agency Company can obtain such authorisation and can contract with Players aged 16 and 17 through the Agency Company, provided that the contract specifies that all Agency Activity will be carried out by individuals with the appropriate authorisation;
- (e) any approach to the Player for the Registered Agent to carry out any Agency Activity for the Player or in respect of the Player and/or to enter into an Agency Agreement is made through (or with the consent of) the Player's parent or carer with parental responsibility;
- (f) any Agency Agreement with the Player is countersigned by the Player's parent or carer with parental responsibility; and
- (g) the Registered Agent does not receive any remuneration to carry out Agency Activity for the Player until the Player is 18.

7. PERMITTED AND PROHIBITED ACTIVITIES BY REGISTERED AGENTS

- 7.1. If a Registered Agent operates through an Agency Company, any Agency Activity carried out on behalf of the Agency Company must be carried out by an individual registered as a Registered Agent and authorised to represent the Agency Company pursuant to Regulation 3.6.
- 7.2. Registered Agents must not conduct Agency Activity for more than one party in any one Transaction.
- 7.3. Registered Agents from the same agency, company or other legal entity cannot act for different parties to the same Transaction, unless otherwise agreed (in writing and in advance) with the ECB.
- 7.4. Registered Agents must disclose in writing any actual or potential conflicts of interest in relation to any Transaction before carrying out any Agency Activity in respect of that Transaction. Such disclosure must be made as soon as reasonably practicable after the Registered Agent becomes aware of any such conflict. A Registered Agent may only continue to carry out any Agency Activity in respect of a Transaction where such a conflict has been disclosed if all parties to the Transaction consent in writing to that Registered Agent's continued involvement.
- 7.5. Registered Agents must not take any steps to induce any person to act in breach of their written agreement with a Team.
- 7.6. Registered Agents must not, when acting for a Player who is under a contract with a Team, without the written consent of that Team or otherwise as permitted under the Registration 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.

- 7.7. 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.
- 7.8. Registered Agents must comply with the following ongoing conduct obligations:
- (a) 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 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;
 - (b) continue, for the duration of their registration, to satisfy all of the qualifying criteria set out in Regulation 3.5 and immediately notify the ECB in writing if they fail to continue to meet any of the qualifying criteria and requirements;
 - (c) at all times, have in place appropriate professional liability insurance with a reputable insurer, which covers claims in respect of the provision of Agency Activity, to a level determined by the ECB and must disclose a copy of their policy and related documents to the ECB within 14 days of a written request to do so. If the Registered Agent is an individual, insurance may be in the name of the Agency Company they work for (or through), provided that they can evidence that the insurance covers Agency Activity carried out by that individual;
 - (d) comply with the Bribery Act 2010;
 - (e) not use for any purpose any trade marks or other intellectual property of the ECB without the relevant entity's prior written consent;
 - (f) at all times conduct themselves in an ethical manner and observe the highest standards of integrity and fair dealing;
 - (g) not to allow the game of cricket to be brought into disrepute;
 - (h) to act in good faith and disclose in writing the identity of the party they are acting for in all discussions and negotiations relating to any Transaction;
 - (i) 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 Partnership Director;
 - (j) comply with all legal duties applicable to the performance of their role as a Registered Agent, including compliance with the Conduct of Employment Agencies and Employment Business Regulations 2003 and any other relevant legislation applicable to the performance of their role as an Agent;
 - (k) not imply, or claim, to be approved or endorsed by the ECB, or otherwise use the fact of their registration to promote their business; and

- (l) not participate, facilitate or in any way be involved in any cricket match or event which is Disapproved Cricket.

8. UNREGISTERED OR SUSPENDED AGENTS

8.1. An individual or company may be prevented from registering, or have their registration cancelled (as applicable), as a Registered Agent for a period of up to two years from the latest date that Agency Activity was carried out where:

- (a) that individual or company is known to have conducted Agency Activity at any time they were not registered as a Registered Agent;
- (b) having ceased to be a Registered Agent, or when subject to any period of suspension, that individual or company has held themselves out as a Registered Agent; and/or
- (c) having ceased to be a Registered Agent, or when subject to any period of suspension, that individual or company has not taken all reasonable steps to ensure that no person is misled in respect of their status, including by informing all of their clients (including any clients of the Agency Company they work for/through that they provide services to) that they are no longer a Registered Agent.

8.2. If any of the circumstances set out in Regulation 8.1 exist, the ECB will refer the matter to the Chair of the Cricket Discipline Panel to appoint a Panel in order to determine the length of the period of ineligibility for registration to be imposed (taking into account all the circumstances).

8.3. Any referral to the Cricket Discipline Panel in accordance with Regulation 8.2 is governed by the following rules:

- (a) The Cricket Discipline Panel will determine its own procedure, provided that this includes the opportunity for each party to present their/its case.
- (b) Any decision by the ECB to not register an individual or to suspend or cancel an individual's registration (as applicable) will stand and be enforceable by the ECB pending determination of the referral to the Cricket Discipline Panel pursuant to this Regulation.
- (c) Notwithstanding the appeal provisions contained in the Disciplinary Procedure Regulations, the decision of the Panel is final and binding on all parties to the appeal and there is no right of appeal on any ground, by any party. The parties are deemed to have waived irrevocably any right to appeal, review or recourse to a court of law, arbitral body or any other body of any nature.
- (d) Unless the Cricket Discipline Panel orders otherwise, each party will bear their own legal costs.

9. REPORTING AND MONITORING OBLIGATIONS

9.1. The ECB will publish a register on its website, containing such information about Registered Agents that the ECB may from time to time determine is required and any appropriate further information that a Registered Agent consents to (the “**Register**”).

- 9.2. Registered Agents must inform the ECB of any changes required to their details on the Register.
- 9.3. The details of a Registered Agent will be removed from the Register if:
- (a) their registration as a Registered Agent is suspended by the Cricket Discipline Panel;
 - (b) their registration as a Registered Agent is cancelled by the Cricket Discipline Panel;
 - (c) their registration as a Registered Agent is cancelled, following a request from the Registered Agent to the ECB in writing; and/or
 - (d) they fail to successfully complete the renewal process by 11:59pm on 31 October each year in accordance with Regulation 3.2 or 3.3 (as applicable).
- 9.4. Registered Agents and Players must supply to the relevant Team such information and signatures as the Team requires to complete the Agency Transaction Form which must (subject to Regulation 9.5) be submitted in accordance with the Registration Regulations.
- 9.5. The ECB has the power to request early submission of the Agency Transaction Form and the Team is obliged to provide the ECB with a fully completed Agency Transaction Form within 28 days of a written request to do so.
- 9.6. Registered Agents must keep and maintain appropriate professional accounts in accordance with best accounting practice, properly recording any remuneration received in respect of Agency Activity. The ECB has the right to audit the accounts of a Registered Agent at any time and, when requested to do so, a Registered Agent must promptly make available their accounts and all relevant books and records.
10. **DISCIPLINARY PROCESS**
- 10.1. The Cricket Regulator will investigate alleged breaches of these Regulations and refer cases to the Cricket Discipline Panel where appropriate, in accordance with the Disciplinary Procedure Regulations.
- 10.2. Where a case is referred by the Cricket Regulator for determination by the Cricket Discipline Panel, the Cricket Discipline Panel will apply the procedures and sanctions set out in the Disciplinary Procedure Regulations.
11. **OTHER**
- These Regulations will come into full force and effect on the Effective Date.