



# BOTSWANA FOOTBALL ASSOCIATION

## INTERMEDIARY REPRESENTATION CONTRACT

Entered into between

**FULL NAMES:**

**IDENTITY NUMBER (if a natural person):**.....

**REGISTRATION NUMBER (if a legal person):**.....

**FULL NAMES OF DIRECTORS (if a legal person):**.....

**STREET ADDRESS:**.....

**TELEPHONE NUMBER:**.....

**EMAIL:**.....

**(“the Intermediary”)**

And

**FULL NAMES:**

**IDENTITY NUMBER (if a natural person):**.....

**REGISTRATION NUMBER (if a legal person):**.....

**FULL NAMES OF DIRECTORS (if a legal person):**.....

**STREET ADDRESS:**.....

**TELEPHONE NUMBER:**.....

**EMAIL:**.....

**(“the Client”)**

**IT IS HEREBY AGREED AS FOLLOWS:**

**1. Appointment of Intermediary**

1.1. The Client hereby appoints the Intermediary to perform intermediary services as contemplated in, and in accordance with, the Botswana Football Association Intermediary Regulations (“the BFA Regulations”) and in compliance with the relevant and applicable football prescripts of the Fédération Internationale de Football Association (“FIFA”), the Confederation of African Football Associations (“CAF”), BFA, and/or the National League (“the League”) (these will be referred to generally as “the football prescripts” for ease) as applicable.

1.2. This appointment and agreement and the performance of the Intermediary services must comply fully with the football prescripts and in particular the BFA Regulations and to the extent that there is or may be any inconsistency between this agreement and any football prescript it is the football prescripts that will prevail.

1.3. The Intermediary warrants to the Client that he or she (if a natural person) or it and its directors and shareholders (if a legal person) is fully conversant with the football prescripts and is a fit and proper person as envisaged in those prescripts, does not have any direct or indirect link to a Football Club, Federation, Association, or League, and that if there is any change in this regard that will immediately be drawn to the attention of the Client and BFA in writing.

## **2. Period of Appointment**

2.1. The Intermediary's appointment will commence on the effective date and will continue for a period of twenty four (24) months thereafter unless terminated prior to that date as hereinafter provided.

2.2. The effective date is the date upon which this duly completed and agreement, signed by or on behalf of the parties, is lodged with BFA.

2.3. The agreement must be lodged with BFA within ten (10) days of signature by the last party signing the agreement failing which the agreement will have no force or effect and will fall away.

## **3. Duties of Intermediary**

3.1. It will be the duty of the Intermediary to use best endeavours to properly represent the interests of the Client and to ensure that the Intermediary services are carried out in terms of this agreement and the BFA Regulations (and the football prescripts).

3.2. The Intermediary will assist the Client to secure the most appropriate and beneficial contractual arrangements and will not allow any situation to arise in which there is a conflict of interest whether direct or indirect or a lack of disclosure of information to the Client it being the duty of the Intermediary to act at all times in the utmost good faith.

3.3. If the Client is a Football Club ("a club") then the Intermediary will act in accordance with the instructions of the club, in accordance with the football prescripts, and will upon request seek out appropriate transfer arrangements for the Client to consider and will advise the Client concerning any such transaction.

3.4. If the Client is a Football Player ("a player") then the Intermediary will to act in accordance with the instructions of the player, and will upon request seek out appropriate employment opportunities in accordance with the football

prescripts, make these available to the Client from time to time and will advise the Client concerning any such transaction.

3.5. The Intermediary will ensure that due regard is had to any contractual or other arrangements in place between clubs and players, the provisions of the BFA Regulations and other relevant football prescripts, and will not participate in any act which would constitute an inducement to breach a contract or other arrangement.

#### **4. Books and Accounts**

4.1. The Intermediary will keep such books and accounts as are necessary to properly record all transactions, invoices, accounts, and/or payments related to the performance of the Intermediary services.

4.2. All such books and accounts shall be supplied by the Intermediary to the Client and/or to BFA upon request at any time and/or upon termination of this agreement for any reason.

#### **5. Remuneration**

5.1. As consideration for the services to be performed by the Intermediary under this agreement, the Client will pay the Intermediary a commission in respect of work actually done and where a contract is concluded upon the instructions of the Client and which fully complies with the BFA Regulations on Working with Intermediaries and football prescripts \_\_\_\_\_ %.

5.2. The commission may not exceed the benchmark set from time to time by the BFA and will be calculated as a percentage of the gross value of the transfer fee where the Intermediary has introduced, negotiated, and ensured the conclusion of a transfer agreement in consequence of an express written instruction by a club and where there has been full compliance with the BFA Regulations on Working with Intermediaries and football prescripts.

5.3. The commission may not exceed the benchmark set from time to time by BFA and will be calculated as a percentage of the gross value of the remuneration

set out in an employment contract where the Intermediary has introduced, negotiated, and ensured the conclusion of an employment contract in accordance with the written instructions of a player and where there has been full compliance with the BFA Regulations on Working with Intermediaries and football prescripts.

5.4. Remuneration will be earned in circumstances in which the requisite work is actually done and the contact in question concluded in full compliance with this agreement, a specific written instruction in respect of the transaction in question, and full compliance with the BFA Regulations on Working with Intermediaries.

## **6. Payment of Remuneration**

6.1. The Client will prepare an account showing the remuneration payable to the Intermediary annually during the continuance of this agreement which will be provided to the Intermediary within a year of the effective date and yearly thereafter and will make payment to the Intermediary of any remuneration due within seven (7) days of provision of the account.

6.2. The parties may alternatively agree in respect of a particular transaction that payment will be made either in a gross lump sum payable upon conclusion of the transaction, or annually during the continuance of the transaction, in which event this agreement must be recorded in writing and provided to BFA along with the documentation in respect of the transaction in question.

## **7. Termination**

7.1. The Client will be entitled to terminate this agreement forthwith in the event that the Intermediary (or any director or shareholder of an Intermediary if a legal person) is found by a Tribunal not to be a fit or proper person or to have acted in breach of the BFA Regulations or any applicable football prescripts or in the event of a material breach of this agreement.

7.2. Either party may terminate this agreement on the happening of one or more of the following events:-

7.2.1. Immediately, should a party, if a natural person, die; or, if a legal person, be deregistered or liquidated;

7.2.2. In the event of any other breach of this agreement where a party has failed to remedy such breach after the giving of ten (10) days written notice of the breach to the other party.

## **8. Mandatory Legislation and Regulations**

8.1. The parties agree to adhere to the statutes, regulations, directives and decisions of the competent bodies of the League, the BFA, CAF, and/or FIFA and to comply with any valid and binding rulings of football tribunals duly constituted in terms of the founding documents or rules of any of these.

8.2. The parties will furthermore comply with, and be bound by, Botswana law and in particular laws having application to unfair discrimination, to employment, to job placement, and/or to the provision of services that are not of an employment nature, as well as to any other international laws or treaties having relevance to this agreement and the provision of Intermediary services.

## **9. None Disclosure**

9.1. The Intermediary undertakes:-

9.1.1. not, at any time, whether the during the continuation of this agreement or at any time thereafter, to divulge any information in relation to the Client's affairs or business or method of carrying on business including in respect of the transactions that the Intermediary has been concerned with or has learned of;

9.1.2. that upon the termination of this agreement, or at any time, at the request of the Client, to promptly provide the Client with copies of any or all documentation held by the Intermediary directly or indirectly relating to this agreement.

9.2. The Intermediary and the Client will provide BFA with such documentation as may be reasonably requested in the event of a dispute or difference or as required consequent upon any proceedings instituted by BFA or to be conducted under the auspices of BFA.

## **10. Domicilium citandi et executandi and service of notices**

10.1. The parties choose as their respective *domicilia citandi et executandi* the addresses set out at the head of this agreement.

10.2. Any notice required to be given in terms of this agreement will be sufficiently given to the Intermediary by the Client if forwarded by registered post, or telefax, to the address or telefax number set out on the first few pages of this agreement.

10.3. Any notice required to be given in terms of this agreement will similarly be sufficiently given to the Client by the Intermediary if forwarded by registered post, or telefax, to the address or telefax number set out on the front pages of this. If the Client is a club the notice must be marked for the urgent attention of the Chairman of the club.

## **11. Whole agreement, variation, and cancellation of previous agreements**

11.1. This agreement contains the entire understanding of the parties and there are no promises, terms and conditions or obligations whether oral or written, express or implied other than those contained or referred to in this agreement.

11.2. No variation, amendment, additions to, or consensual cancellation of this agreement will be valid or binding as between the parties, save and unless recorded in writing, and signed by and/or on behalf of the parties and provided to BFA within ten (10) days of the last signature.

11.3. All previous agreements and arrangements, if any, made between the Client and the Intermediary are hereby cancelled, so that the relationship between the parties is governed only by this agreement.

## **12. Disputes and differences**

12.1. The parties agree that any and all disputes and differences that may arise between them will be submitted to the BFA for resolution in terms of the BFA Statute read with the BFA Regulations rather than taking issue to Courts of Law.

12.2. Any dispute, difference, or question which may arise at any time hereafter between the Intermediary and the Client concerning the construction of this agreement or the rights and obligations of the parties, must, unless otherwise expressly provided for in the BFA Statute and/or the BFA Regulations, be referred to arbitration before the BFA Arbitration Tribunal.

### **13. Final Notes**

13.1. This agreement has been signed in fourfold and copies have been distributed to each of the Intermediary, the Client, and the BFA.

13.2. The BFA will be provided with two copies so that one copy can be provided to any other relevant association such as the League where the parties are professionals.

### **INTERMEDIARY**

Signature: \_\_\_\_\_

Who wants that he/she is duly authorised thereto

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**CLIENT**

Signature: \_\_\_\_\_  
Who wants that he/she is duly authorised thereto

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_