



## DRA Players' Agent Registration Regulations

### 1. Definitions

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

**'Agency Activity'** acting in any way and at any time in the capacity of manager, agent, representative or adviser to a Player, either directly or indirectly, in any aspect of the negotiation, arrangement or execution of any kind of commercial arrangement including any sponsorship arrangement.

**'Affiliated Organisation'** any Darts organisation that affiliates with the DRA and adopts the DRA Rules.

**'Agent'** any person, whether based in the UK or overseas, who carries out or seeks to carry out Agency Activity in accordance with these Regulations.

**'WDF'** the World Darts Federation.

**'Rules and Regulations'** the rules and regulations of the DRA as varied from time to time.

**'Player'** any member or Associate Member of the PDPA or other person registered to take part in events sanctioned by the DRA and/or who has signed a PDC contract, or who has agreed to be bound by DRA Rules.

**'Registered Agent'** an Agent who is registered with the DRA.

**'DRA'** the Darts Regulation Authority.

**'PDC'** the Professional Darts Corporation.

**'PDPA'** the Professional Dart Players Association.

- 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 regulations.

## **2. Scope and Enforcement of the Regulations**

- 2.1 These regulations apply to Registered Agents, PDPA Members and Associate Members and to all Players and other parties agreeing to abide by them.
- 2.2 These regulations do not apply to Players playing in PDPA Q School, or to WDF Players playing in DRA sanctioned events where that Player is not a PDPA Member or Associate Member, or the events of other DRA Affiliated Organisations or parties who have adopted DRA Rules.
- 2.3 Any breach of the Regulations by any person subject to them may result in disciplinary action and sanctions in accordance with the DRA Rules and Regulations.
- 2.4 Players wishing to appoint a person to act on their behalf in relation to any Agency Activity may only appoint a Registered Agent to do so.
- 2.5 Players must use all reasonable endeavours to ensure that any Registered Agent appointed to act for them complies with these regulations and the Rules and Regulations. Players may be held by the DRA to be liable for the acts or omissions of Registered Agents instructed by them.

## **3. Registration of Agents Process**

- 3.1. In order for a person to become registered as a Registered Agent, that person must:
  - 3.1.1. apply to the DRA in writing and comply with the relevant application procedure stipulated, 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;
  - 3.1.2. pay to the DRA the relevant prescribed registration fee; and
  - 3.1.3. agree to submit to the jurisdiction of the DRA.
- 3.2. An Agent wishing to become a Registered Agent must pass a “fit and proper person test” as designated by the DRA and confirm that he meets the qualifying criteria stipulated by the DRA, including but not limited to the requirement that:
  - 3.2.1. he is over 18 years of age as at the date of his application;
  - 3.2.2. he does not have any conviction for any offence involving dishonesty or deception;
  - 3.2.3. he is not an undischarged bankrupt or otherwise subject to bankruptcy proceedings; or has entered into any formal or informal arrangements with creditors on the basis of his insolvency and he is 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;

- 3.2.4. he is 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;
  - 3.2.5. he has not in the previous 10 years had his membership revoked by any regulatory or professional organisation in relation to any business or professional activities;
  - 3.2.6. he is not a PDPA employee, or a PDPA Member or Associate Member who plays in DRA sanctioned events, or a member of the PDPA Board;
  - 3.2.7. he does not work for the PDC as an official or staff member or a member of the PDC Board;
  - 3.2.8. He has passed a DBS check if involved with a youth player or players;
- 3.3.** An Agent wishing to become a Registered Agent must provide the DRA with a list of all Players who are his clients at the time of an application for registration and promptly notify the DRA of any variation to that list. The PDC and DRA will publish the list of Registered Agents on their respective websites.
- 3.4.** In the event that the DRA believes that a Registered Agent has submitted misleading or inaccurate information in his application for registration (or any application for renewal of registration), such conduct shall constitute a deemed breach of these Regulations, entitling the DRA to suspend or terminate the Registered Agent's registration.
- 3.5.** Registered Agents must at all times have in place appropriate professional liability insurance with a reputable insurer to a level determined by the DRA from time to time, and must disclose a copy of their policy and related documents upon request by the DRA.
- 3.6.** Each Registered Agent must be registered individually in his personal capacity and may not transfer or delegate his registration or any of his Agency Activities to any other person or any other entity. Where a Registered Agent is a person appointed by or is the nominated person for a limited Company, then if that person dies, loses mental capacity, becomes personally bankrupt or leaves the employment of or ceases to be engaged by that Company or ceases to be a Registered Agent for any reason ("a Terminating Event"), then provided a suitable replacement Registered Agent is registered within three months of such Terminating Event it will not put the Player in breach of these Regulations or DRA Rules.
- 3.7.** The DRA shall have a full and unfettered discretion:-
- 3.7.1. To accept (with or without conditions attached) or refuse in applying the relevant registration requirements and criteria any given application and shall have no obligation to provide any reasons for its refusal to accept; and
  - 3.7.2. To alter the relevant application procedure and qualifying criteria from renewal year to renewal year.

#### **4. Appeal Process**

- 4.1** An applicant whose application is rejected may appeal such decision provided that he submits written notice of such appeal to the DRA within 14 days of the deemed date of receipt of the formal notification of the rejection decision. The sole valid ground for appeal shall be that the DRA has failed to apply the relevant registration requirements and criteria in making its rejection decision. The Chair of the DRA Disciplinary Appeals Committee will consider such appeal on the papers (unless in his sole discretion he wishes to hold a hearing in which event he is entitled to determine its own procedures) before making his decision.
- 4.2** If an application is rejected and the applicant does not appeal or does make appeal but it is unsuccessful, 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.

#### **5. The Register**

- 5.1** The DRA shall maintain and publish a register of Registered Agents which contains the individual's name and contact details, the company or companies which he claims to represent, the date of first registration, any renewal dates and such other details as the DRA may from time to time determine (the 'Register'). All Registered Agents must ensure that they inform the DRA of any change in their details which would require an amendment to the Register.
- 5.2** Once registered, an individual's name shall remain on the Register until:
- 5.2.1** he cancels his registration; or
  - 5.2.2** the following 31 January, unless he has applied for a renewal of his registration for the following year; or
  - 5.2.3** it is removed from the register following a cancellation or suspension of his registration.

#### **6. Renewal of registration**

- 6.1** On or before 31 January in each year, a Registered Agent may apply for his registration to be renewed for that year (for the purposes of registration, the year shall run from 1 February to 31 January) by completing and submitting to the DRA the relevant completed renewal application form and paying the relevant renewal fee prescribed by the DRA (in the manner prescribed from time to time or varied in its absolute discretion).
- 6.2** Failure to do so on or before 31 January in any year without good cause, may result in the removal of the Registered Agent's name from the register.

#### **7. Agent obligations after cessation of registration**

- 7.1.** If for any reason any Registered Agent ceases to be registered with the DRA, he must:
- 7.1.1.** cease to hold himself out as a Registered Agent;

- 7.1.2. take all reasonable steps to ensure that no person is misled as to the fact that he is not registered; and
- 7.1.3. inform all the Players he represents that he is no longer a Registered Agent and that he can therefore no longer act for them as a Registered Agent in relation to any Agency Activities.

## **8. Conduct of Registered Agents**

- 8.1. Registered Agents shall not allow a conflict of interest to arise in relation to the performance of any Agency Activity. By way of example and not limited to a conflict of interest would arise where the person is linked to the PDC as an official or staff member or a member of the PDC Board or is a member of the DRA.

## **9. Accounting, financial and reporting obligations**

- 9.1. Registered Agents must keep and maintain appropriate accounts in accordance with good and statutory best accounting practice and in the event of an investigation into breaches or potential breaches of these Regulations must promptly make available such accounts and all relevant books and records upon request. In addition to this where there is an investigation, a Registered Agent must produce all documents including commercial contracts that relate to his business as an agent that are subject to their registration.

## **10. General obligations**

### **10.1 Each Registered Agent:**

- 10.1.1 must fully and at all times comply (and use his best efforts to procure that any Player he represents fully and at all times complies) with these regulations and the Rules and Regulations;
- 10.1.2 must continue, for the duration of his registration, to satisfy all of the qualifying criteria;
- 10.1.3 must immediately notify the DRA in writing if he fails to continue to meet any of the qualifying criteria;
- 10.1.4 must not use for any purpose any trade marks or other intellectual property of the DRA without the DRA's prior written consent;
- 10.1.5 must at all times conduct himself in an ethical manner and shall observe the highest standards of integrity and fair dealing and act in the best interests of any Player;
- 10.1.6 is under a duty not to bring the sport of Darts into disrepute;
- 10.1.7 must act in good faith and disclose in writing the identity of his principal in all discussions, negotiations and transactions;
- 10.1.8 must ensure that he does not procure or seek to procure any playing, endorsement or other commercial deal for a Player which conflicts with the Players' obligations to

the DRA or the PDC other than in relation to these Players' Agent Registration Regulations.

- 10.1.9** shall be entitled to describe himself as a 'Registered Agent' or 'registered with the DRA, but shall not refer to his registration in any other way or otherwise use it to promote his business by claiming or implying that he is or has been approved or endorsed by the DRA or the PDC.

## **11. Responsibilities of Players and Agents**

- 11.1.** Players will not, and not attempt to directly or indirectly, whilst subject to an exclusive Representation Contract with a DRA Registered Agent enter into a contract with another Agent whilst the original contract is in force unless:
- 11.1.1.** the DRA Registered Agent who is the other party to the exclusive Representation Contract has provided express written permission to the Player to do so; or
- 11.1.2.** the Representation Contract between the Player and the DRA Registered Agent has less than one month until termination by expiry of its term (see DRA Rules section 4.6).
- 11.2.** Whilst under contract to a Registered Agent, a Player shall not be eligible to make an approach to another Registered Agent for the purpose of entering into a contract with that Registered Agent until he enters the last three months of that contract (see DRA Rules 4.7).
- 11.3.** A Registered Agent shall not make an approach to a Player who is under contract to another Registered Agent until the Player enters the last three months of that contract (see DRA Rules section 4.8).
- 11.4.** Any attempt by a Player or any agreement with any other person to act in breach of any provision contained in these Rules shall be treated for the purposes of these Rules as if a breach of the relevant provisions had been committed by the player himself see DRA rules section 4.9).

## **12. Cancellation and Suspension of Registration**

- 12.1.** A Registered Agent's registration may be cancelled at any time by the DRA if it determines that there has been a breach by him of his obligations under these Regulations.
- 12.2.** A Registered Agent's registration may be suspended by the DRA at any time in its sole discretion, pending final determination, in the event that the DRA has reason to believe that there has been a suspected breach by the Registered Agent of his obligations under these regulations.
- 12.3.** A Registered Agent may at any time cancel his registration upon written notice to the DRA.

## **13. Player Representation Agreements**

- 13.1.** No representation agreement between a Player and a Registered Agent (or the entity which the Registered Agent represents) shall:

**13.1.1.** have a term exceeding five years (or any automatic renewal provision having such effect); or

**13.1.2.** be assignable or transferable to another person without the relevant Player's prior written consent.

**13.2.** 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.

**13.3.** Registered Agents shall submit a copy of any signed representation agreement and any related contractual documentation to the DRA. This relates to the agreements between the Agent and the Player and does not extend to commercial contracts entered into on behalf of the Player (other than in the circumstances outlined in section 9). The DRA will treat all such documentation as highly confidential and it will not be provided to other parties unless by consent or by compulsion at law.

#### **14. Remuneration**

**14.1.** The basis on which any fees or other remuneration payable to the Registered Agent is to be calculated must be reasonable and shall be clearly stated in writing.

#### **15. Breach of Regulations and Referral to the DRA**

**15.1.** Registered Agents including those whose registration has been cancelled, suspended or not renewed, will be subject to the DRA Rules and Regulations in relation to their acts and omissions taking place during any period of Registration.

**15.2.** The DRA shall have the jurisdiction to determine in accordance with the DRA Rules and Regulations whether or not any given Registered Agent or Player is in breach of these Regulations.

**15.3.** In addition to any sanctions available to the DRA under the Rules and Regulations, the DRA shall also be entitled to impose the following additional sanctions on any Registered Agent found, by a Disciplinary Panel or Single Member Panel at an inquiry conducted in accordance with the DRA Rules and Regulations to be in breach of these Regulations:

**15.3.1.** to cancel or suspend the Registered Agent's registration with immediate effect; and/or

**15.3.2.** to impose such registration conditions on the Registered Agent as the DRA considers appropriate.