**Minors in sport: legal and regulatory considerations**

As professional sport becomes more and more lucrative, the need for clubs, agents and sponsors to find the next generation of talent becomes an ever greater concern. As a direct result, clubs and agents are increasingly signing potential stars at younger ages. This has ramifications legally, as creating legally binding contracts with minors is only possible in certain situations. It also raises regulatory issues. Do governing bodies need to implement additional safeguards to protect the interests of minors in their sport?

This article looks predominantly at the legal implications of contracting with minors. It then considers, briefly, an example of steps taken by an international governing body, FIFA, to further limit the ability of clubs to contract with minors.

***The legal landscape***

So far as minors in sport are concerned, it is “contract law” which is predominantly relevant to the obligations assumed and owed by one party to another. In England and Wales, the Family Law Reform Act 1969 (the “Act”) provides that the age of capacity for the purposes of contract law is 18 years old.[[1]](#footnote-1)

The general rule is, therefore, that a minor’s contracts are voidable at his or her option; in other words, anyone under the age of 18 is entitled to cancel any contract that they enter into, unless they ratify the contract when they come of age. Conversely, a minor is entitled to enforce a contract that they enter into. This has the potential to operate unfairly, and the law has therefore developed exceptions.

1. Firstly, and in terms of preventing minors benefitting unjustly (by enforcing a contract without paying the contract price, for example), it is unlikely that a minor could insist on the other party to a contract performing their obligation where the minor is not himself prepared to fulfil his obligation. This exception works well where the contract is for the provision of goods, because the goods can usually be returned if the minor refuses to pay. It works less well where the contract is for the provision of services, as they are unlikely to be returnable.
2. The general rule does not apply to contracts for “necessaries” and a minor must pay for them. Necessaries includes, as you would expect, the absolute essentials (food, drink, clothing, for example) but also includes contracts for legal and medical services.
3. Contracts for education or employment are also excluded from the general rule. Where a minor contracts for education services, or their contract is one of employment, the minor will be bound by it.

*The impact*

Careful consideration needs to be given to any situation where there is a contract with a minor. In the context of governing bodies, this is unlikely to be much of a problem, to the governing body directly, on a day to day basis. Where the organisation supplies low value goods in return for payment, there is very little risk of the minor being able to accept the goods but subsequently refusing to pay for them.

Likewise, where a governing body supplies services (such as membership services, for example), the problem is easily enough avoided by having the minor pay for services in advance.

However, this can be an issue in certain circumstances. Take the situation where a governing body organises an overseas tour and agrees with a minor that the cost of such will be covered by the governing body, unless the minor drops out at late notice, in which case they will be required to reimburse the governing body. Would such a contract be enforceable as against the minor? Possibly not: it is unlikely to be a contract for a necessaries and it is not a contract of employment. It could arguably be a contract for “education”, but this will depend on the nature of the “tour”; the position is far from clear. Contracting with the parent my help to ensure contracts are enforceable, but this is not always appropriate.

It’s possible to envisage many situations in which a governing body, or sports club, could be exposed. The issue is a legal one, but it presents real, everyday challenges.

***The regulatory position***

The law has developed to protect minors. Although the legal issues will on occasion present bodies with issues (as outlined above), more often than not the law is well aligned with an entity’s desire to safeguard the interests of the minors it is involved with.

Many governing bodies will in fact go further than the law does in seeking to protect minors from unfair exploitation, introducing rules and regulations to prevent or limit the scope to which clubs, sponsors and agents can engage with minors. FIFA has gone to such lengths, and it provides a good illustration of the steps that a governing body can take if it wants to protect minors from such exploitation.

Article 19(1) of the FIFA Regulations on the Status and Transfer of Players (the “Regulations”) operates to ban all international transfers of players under the age of 18. The rule is clearly designed to ensure that clubs do not unduly pressurise young athletes into moving away from family and friends to a situation which could compromise their wellbeing.

From that starting point, the Regulations provide three exceptions in which the international transfer of a minor is permitted. One such exception allows a club to sign an international minor provided that the transfer takes place within the European Union or European Economic Area and on condition that the player is provided with both a footballing and academic / vocational training. It can be seen that in this sense, the Regulations are aligned with the English common law position requiring any contract to include an educational element. However, the Regulations go further: they do not allow an international transfer solely on grounds that the player will be paid by the club.

The example of FIFA is at the upper end of the scale when it comes to the protections governing bodies put in place to protect minors. However, it shows what can be done when necessary and appropriate, and it provides an example which smaller governing bodies can implement, to a lesser degree, if needs be.

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1. Family Law Reform Act 1969, section 1. [↑](#footnote-ref-1)