



**FOR ALL**

# The FA Handbook

2019/20





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# INTRODUCTION BY THE CHAIRMAN

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I am very pleased to welcome you to The Football Association Handbook, the essential guide to the rules and regulations of football.

The Handbook has been published every year since 1895, excluding the war years, and should again prove an invaluable companion to people involved in football at all levels.

The FA has the privilege and the responsibility of overseeing football in England as a whole. It does so in partnership with a powerful professional game and a national game administered locally by dedicated people and played in facilities all over the country. But football is 'one game' and we approach it with one set of values.

Football has rules to protect those who take part in it and I hope that every recipient of the 2019- 2020 Handbook, whatever his or her involvement in the game, will find it a helpful reference book during what I hope will be another exciting season.

**GREG CLARKE – CHAIRMAN,  
THE FOOTBALL ASSOCIATION**

# THE FOOTBALL ASSOCIATION AND THE COUNCIL FOR 2019-2020

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## THE FOOTBALL ASSOCIATION

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Wembley Stadium  
PO Box 1966  
London SW1P 9EQ  
Tel: 0800 169 1863  
www.TheFA.com

### Patron

Her Majesty The Queen

### President

HRH The Duke of Cambridge, KG KT

### Honorary Vice-Presidents

Rear Admiral Martin Connell  
Major General M Mitchell MBE  
Air Vice Marshall Tamara Jennings OBE

### Honorary Members

Sir Bobby Charlton, CBE (1978-90, 1991)  
Mrs PF Smith, OBE (1998)  
Sir Trevor Brooking, CBE (2015)  
M Gibson (2006)  
KW Ridden (2000)

### Fellowship of The FA Council

C Jones (1995)  
Lt Cdr PJW Danks, RN (2001)  
MR Berry (2002)  
Gp Capt PW Hilton, RAF (2002)  
FD Pattison (2004)  
R Tinkler (2005)  
IH Stott (2005)  
JW Coad, ACII (2009)  
DB Dein (2009)  
MG Benson (2010)  
DR Sheepshanks, CBE (2011)  
DJ Hovard (2011)  
RD Bayley (2012)  
P Coates (2013)  
RJ Howlett JP (2013)  
D Bernstein, CBE (2013)  
Lt Cdr Steve Vasey (2014)

M Game (2015)  
J Perks (2015)  
T Sharples (2015)  
P Heard (2017)  
D Gill (2017)  
C Clapham (2017)  
C Davey (2017)  
D Jamieson (2017)  
IL Beeks MBE JP (2017)  
R Devlin (2018)  
M Brown (2018)  
D Edmunds (2018)  
G Aplin (2018)  
D Barnard (2018)  
H Wilkinson (2019)  
Sir DG Richards (2019)  
R Lewis (2019)  
R Jackson (2019)

## THE COUNCIL FOR 2019-2020

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### Chairman

G Clarke (2016)

### Leader of Council

G Clarke (2016)

### Vice-Chairmen

JD Pearce (2001), Bognor Regis Town FC

P McCormick OBE (2015), Premier League

### Life/Senior Vice-Presidents

G Thompson, OBE, JP (1979), Sheffield & Hallamshire FA

L F J Smith (1982), Surrey FA

RG Berridge (1976), Bedfordshire FA

RE Barston (1981), Leicestershire & Rutland FA

JJ Waterall (1986), Nottinghamshire FA

RW Kiddell, OBE, JP, ACII (1980), Norfolk FA

CJ Saunders (1982), Independent Schools FA

MM Armstrong (1985), Huntingdonshire FA

PS Hough (1988), Dorset FA

FLJ Hunter (1988), Liverpool FA

D Henson (1986), Devon FA

B Walden (1991), Northamptonshire FA

CB Taylor (1991), Barnsley FC

PR Barnes (1997), Dagenham & Redbridge FC

### Vice-Presidents

BJ Adshead (1997), Staffordshire FA

RF Burden, FCIB, MBCS, FRSA (1995), Gloucestershire FA

MR Leggett (1992), Worcestershire FA

PJ Clayton (1997), Middlesex FA

Dr J A Little (1999), Cambridge University FA

### Divisional Representatives

1. D Robinson (2007), Tow Law Town FC
2. R Coar (2001), Blackburn Rovers FC
3. A Shaw (2009, 2012), Altrincham FC
4. F Robinson (2016), Burton Albion FC
5. S Pearce (2016), Derby County FC
6. A Neville (2013), Leicester City FC
7. S Webb (2014), Ipswich Town FC
8. C Reeves (2012), Poole Town FC
9. A Sharpe (2017), Wingate & Finchley FC
10. JD Pearce (2001), Bognor Regis Town FC

## THE FOOTBALL ASSOCIATION AND THE COUNCIL FOR 2019-2020

### County Association Representatives

Amateur Football Alliance	J Leese (2018)
Army	Major WTE Thomson (2001)
Bedfordshire	R Robinson (2014, 2019)
Berks & Bucks	E Verrall (2017)
Birmingham	M J Penn (2013)
Cambridgeshire	R Pawley (2009)
Cambridge University	Dr J A Little (1999)
Cheshire	C Garlick (2018)
Cornwall	G Lee (2005)
Cumberland	G Turrell (2007)
Derbyshire	F McArdle (2008)
Devon	T Sampson (2017)
Dorset	S Whittle (2009)
Durham	JC Topping (2007)
East Riding	J Suddards (2013)
English Schools	M Spinks (2015)
Essex	A Berry (2015)
Gloucestershire	R Schafer (2013)
Hampshire	N Cassar (2017)
Herefordshire	P Tompkins (2015)
Hertfordshire	P Mallett (2016)
Huntingdonshire	MC Frost (2005)
Independent Schools	DR Elleray MBE (2002)
Kent	PCB Smith (2005)
Lancashire	A Ahmed (2018)
Leicestershire & Rutland	K Ellis (2018)
Lincolnshire	S Jaehrig (2005)
Liverpool	D Horlick (2009)
London	G Dorling (2015)
Manchester	C Bridgford (2016)
Middlesex	JRW Taylor (2015)
Norfolk	G Lemmon (2017)
Northamptonshire	R Cotter (2009)
North Riding	WL Scott (2015)
Northumberland	J Ackerley (2016)
Nottinghamshire	E Oram (2007)
Oxfordshire	I Mason (2018)
Oxford University	R Tur (2002)
Royal Air Force	Wing Cdr N Hope MBE (2008)
Royal Navy	S Johnson (2014)
Sheffield & Hallamshire	U Rennie (2019)
Shropshire	D Simpson (2007)
Somerset & Avon	AP Hockley (2005)
Staffordshire	M Stokes (2013)
Suffolk	B Badcock (2014)
Surrey	N Drew (2019)
Sussex	A J Kybett (2013)
Westmorland	P Ducksbury (2018)
West Riding	B Chaplin (2012)
Wiltshire	RJ Gardiner (2010)
Women's Football Conference	S Hough MBE (2000) TKT Win (2007)
Worcestershire	R Northall (2011)



## THE FOOTBALL ASSOCIATION AND THE COUNCIL FOR 2019-2020

### Representatives of The Premier League

P Barber (2018), Brighton & Hove Albion FC  
P McCormick OBE (2015), Premier League  
J Mostyn (2012 – 2015, 2016)  
R Caplehorn (2016), Tottenham Hotspur FC  
P Alexander (2012, 2014-2017, 2018)  
R Britain (2019), Manchester Utd FC

### Representatives of The English Football League

D Jevans (2018), Football League  
J Nixon (2013), Carlisle Utd FC  
S Curwood (2016), Fleetwood Town FC  
*3 representatives to be confirmed*

### Joint Representative of The Premier League and English Football League

R Bains (2017)

### Other Representatives

The National League	M Tattersall (2017)
	B Barwick (2015)
The Northern Premier League	M Harris (2016)
The Southern League	A Hughes (2016)
The Isthmian League	N Robinson (2008)
Referees' Association	D Crick (2013)
League Managers' Association	A Irvine (2019)
Professional Footballers Association	G Taylor OBE (2007)
Supporters' Representative	Dr M Clarke (2007), T Greatrex (2018)
Independent Non-Executive Directors	K Tinsley (2017)
	S Cartwright (2018)
Inclusion Representatives	R Akhtar MBE (2014)
	Paul Elliott CBE (2015)
Disability Football Representative	C Chaytors (2008), D Clarke (2017)
British Universities College Sport	R Allen (2019)
Association of Colleges	L O'Sullivan (2017)
FA Youth Council	C Berrevoets (2019)
BAME football communities (2)	D Carter (2017), W Haq (2018)
National League System Steps 5 and 6	D Morrall (2017)
Futsal and small-sided football	G Dell (2017)
FA Women's Super League and FA Women's Championship Representative	TBC
1 woman nominated by National Game members and selected by the National Game's Main Board Directors	S Walters (2017)
Chief Executive Officer	M Bullingham (2019)

# BOARD AND COMMITTEE MEMBERSHIP

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## THE FA BOARD

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### Independent Non-Executive Directors

Greg Clarke (Chair)  
Stacey Cartwright  
Kate Tinsley

### National Game Directors

Bob Cotter  
Sue Hough  
Jack Pearce

### Professional Game Directors

Peter McCormick  
John Nixon  
Rupinder Bains

### Executive Director

Mark Bullingham

## FOOTBALL REGULATORY AUTHORITY

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### NG Reps

David Elleray  
Nick Robinson  
John Topping  
Richard Tur

### PG Reps

Rob Coar  
Peter McCormick  
Rebecca Caplehorn  
Stephen Pearce

### Non Council Commissioners

Sir Ian Johnston  
Graeme Le Saux  
Chris Brady  
Rachel Yankey

## JUDICIAL PANEL

---

Rimla Akhtar  
Peter Barnes  
Roger Burden  
Malcolm Clarke  
Peter Clayton

George Dorling  
Sue Hough  
Shan Jaehrig  
Andrew Neville  
Roger Pawley

Jack Pearce  
Chris Reeves  
Roy Schafer  
Geoff Thompson  
Billy Thomson

Paul Tompkins  
Thura Win

## ALLIANCE LEAGUES

---

Brian Barwick  
Tom Greatrex  
Mark Harris (Vice-Chair)  
Anthony Hughes  
Steve Johnson  
Jack Pearce (Chair)  
Chris Reeves

Nick Robinson  
Aron Sharpe  
Andy Shaw  
Michael Tattersall  
Billy Thomson  
Richard Tur

### Observer

Observer to be nominated by Leagues Committee  
(right to attend and speak, but not to vote)

## LEAGUES

---

Bruce Badcock  
Barry Chaplin  
Mark Frost (Chair)  
Mervyn Leggett  
Paul Mallett  
David Morrall  
Mike Penn (Vice-Chair)

David Robinson  
Richard Robinson  
David Simpson  
Phillip Smith  
Michael Stokes  
John Suddards

### Observer

Observer to be nominated by Alliance Leagues  
Committee (right to attend and speak, but not to vote)

## BOARD AND COMMITTEE MEMBERSHIP

### MEMBERSHIP AND SANCTIONS

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Rupinder Bains	Colin Garlick	Fleur Robinson
Malcolm Clarke (Vice-Chair)	Ian Mason	Richard Robinson
David Crick	John Nixon	Mike Stokes
	Roy Northall (Chair)	1 x EFL TBC

### COUNCIL MEMBERSHIP AND APPOINTMENTS

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Ray Berridge	Peter McCormick	Gordon Taylor
Peter Hockley (Chair)	Andrew Neville	Liz Verrall
Steve Johnson (Vice-Chair)	Chris Saunders	Sally Webb
John Little	Barry Taylor	

### REFEREES

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Maurice Armstrong	Sue Hough	<b>Co-opted Member</b>
Peter Barnes	Roger Pawley	Mike Riley – PGMOL Managing Director
Alec Berry	Mike Penn	
Barry Chaplin	Uriah Rennie	
David Crick	Tom Sampson	
David Elleray (Chair)	Roy Schafer	
David Horlick (Vice-Chair)	Sarah Walters	

### YOUTH PARTICIPATION AND DEVELOPMENT

---

Brian Adshead	Robert Cotter	David Horlick	John Suddards
Rimla Akhtar	Graeme Dell	Gavin Lemmon	(Vice-Chair)
Chris Berrevoets	David Elleray	Paul Mallett	EFL reps TBC
Neil Cassar	Mark Frost	Lauren O'Sullivan	
David Clarke	Richard Gardiner (Chair)	David Simpson	
Peter Clayton	Neil Hope	Mike Spinks	

### NATIONAL GAME BOARD

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Brian Adshead (Council)	Jack Pearce (Board)
Rimla Akhtar (Council)	Philip Smith (Council)
Robert Cotter (Board) (Chair)	Mike Spinks (Schools Committees)
Mark Frost (Council)	John Taylor (Council)
Sue Hough (Board (Vice-Chair)	John Topping (Council)
Neil Hope (Council)	David Simpson (Council)
John Little (Competitions Committees)	

## BOARD AND COMMITTEE MEMBERSHIP

### AFFILIATED ASSOCIATIONS

---

Colin Bridgford  
(Vice-Chair)  
Nick Drew  
Peter Dicksbury

Colin Garlick  
Richard Gardiner  
Ian Mason  
Roy Northall

Phillip Smith (Chair)  
Thura Win

### NATIONAL GAME COMPETITIONS

---

John Ackerley  
Brian Barwick  
Alec Berry  
Neil Cassar  
George Dorling (Chair)

Mark Harris  
Anthony Hughes  
Geoff Lee  
John Little  
David Morrall

David Robinson  
Nick Robinson  
(Vice-Chair)  
Roy Schafer  
Len Scott

John Taylor  
Paul Tompkins  
Geoff Turrell

### FACILITIES

---

Aamar Ahmed  
Colin Chaytors  
Peter Dicksbury  
Kelly Ellis  
Peter Hockley  
Jonathan Leese  
Mervyn Leggett  
Fleur Robinson

Len Scott  
Mike Stokes (Vice-Chair)  
Michael Tattersall  
Geoff Turrell (Chair)  
Sally Webb  
Stephen Whittle  
1 x NGB member

**Co-opted Member**  
Dean Potter – Football Foundation

### ADULT PARTICIPATION AND DEVELOPMENT

---

John Ackerley  
(Vice-Chair)  
Richard Allen  
Colin Chaytors

Graeme Dell  
Kelly Ellis  
Neil Hope (Chair)  
Steve Johnson

Geoff Lee  
Jonathan Leese  
Gavin Lemmon  
John Little

Lauren O'Sullivan  
Tom Sampson  
Liz Verrall

### NATIONAL GAME FINANCE

---

Brian Adshead  
(Vice-Chair)  
Rimla Akhtar (Chair)  
Bruce Badcock

Roger Burden  
Robert Cotter  
Nick Drew  
Frank McArdle

Roger Pawley  
Jack Pearce  
Arron Sharpe  
Geoff Thompson

Billy Thomson  
Sarah Walters  
Stephen Whittle

### FUTSAL

---

Aamar Ahmed  
Richard Allen  
Chris Berrevoets  
Robert Cotter  
Graeme Dell (Chair)  
David Henson  
Peter Hough

Tony Kybett  
(Vice-Chair)  
Mike Spinks  
Brian Walden  
John Waterall

**Co-opted Member**  
Marc Birkett - Futsal Referee Representative  
(nominated by Referees Committee)

**Ambassador**  
Mike Brown

## BOARD AND COMMITTEE MEMBERSHIP

### DISABILITY FOOTBALL

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#### Council Members:

Brian Adshead  
Neil Hope  
Sue Hough  
Shan Jaehrig  
Tony Kybett  
Mike Spinks

#### Independent Advisors:

Colin Chaytors (Chair)  
David Clarke  
Robina Shah  
Peter Harding

#### Co-opted Member:

Ray Ashley – English Federation of Disability Sport  
David McDermott – Football Foundation

### PROFESSIONAL GAME BOARD

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4 x EFL Reps TBC

Rebecca Caplehorn (Premier League)  
Peter McCormick (Premier League)  
Paul Barber (Premier League)  
Phil Alexander (Premier League)

### FA CHALLENGE CUP

---

4 x EFL Reps TBC

Rebecca Caplehorn (PL appointment)  
Peter McCormick (PL appointment)  
Andrew Neville (PL appointment)  
Jeff Mostyn (PL appointment) (Chair)

Brian Adshead (NG appointment)  
Peter Clayton (NG appointment)  
John Topping (NG appointment)  
Andrew Shaw (NG appointment)

### INCLUSION ADVISORY BOARD

---

Paul Elliott (Chair)  
Rimla Akhtar  
Shelley Alexander  
Hannah Dingley

Christina Pauros  
Chris Ramsey  
Nuala Walsh

### WOMEN'S FOOTBALL BOARD

---

Rupinder Bains (Board Director)  
Sue Hough (Women's Conference) (Chair)  
Elaine Oram (Chair of Sub-Committee)  
Sue Campbell (Women's Football Director)  
Shelley Alexander (IAB rep)

Elizabeth Jenkin (Independent Member)  
Dr Robina Shah (Independent Member)  
Thura Win (Women's Conference)  
Jason Lee (PFA nominated rep)

### FA WOMEN'S SUPER LEAGUE AND FA WOMEN'S CHAMPIONSHIP BOARD

---

Dawn Airey (Chair)  
Liz Nicholl  
David Gregson  
Bruce Buck  
Svenja Geissmar  
Omar Berrada

Rebecca Caplehorn  
Nicola Ibbetson  
Lee Sanders  
Mark Bullingham  
Baroness Sue Campbell  
Sue Hough

# STANDING ORDERS / POWERS AND DUTIES

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STANDING ORDERS FOR THE CONDUCT OF BUSINESS AT MEETINGS OF COUNCIL OF THE FOOTBALL ASSOCIATION LIMITED (THE "COUNCIL") AND COMMITTEES OF COUNCIL EFFECTIVE FROM 25 JULY 2018 ("THE STANDING ORDERS")

## General

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1. The powers and duties of Council shall be as stated in the Articles of Association ("the Articles") of The Football Association Limited ("The Association" or "the Company"), the Rules of The Association and these Standing Orders.

## Meetings of Council

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2. Save where expressly stated to the contrary, Council may exercise any power or carry out any duty only at a meeting of Council.
3. There shall generally be not more than 6 meetings of Council in any period from 1 August – 31 July in any given year (the "Council Year").
4. Council shall determine the dates for meetings of Council at the first meeting in any Council Year, provided that a meeting takes place in June or July (the "Summer Meeting") and a meeting takes place immediately before the annual general meeting of The Association.
5. The time and venue of each meeting of Council shall be fixed by Council and shall ordinarily take place in London.
6. At any time the Board may (and on the request of 5 or more Members of Council shall) call an extraordinary meeting of Council over and above those referred to in Standing Orders 3 and 4 by giving no less than 14 days' notice to each Member of Council.
7. The Board may at any time postpone a meeting of Council and give no less than 4 days' notice to each Member of Council of such postponement.

## Notice and Business of Meetings

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8. No less than 7 days before a meeting of Council, each Member of Council shall receive an agenda of the business to be conducted. A matter which is not on the agenda shall not be considered at a meeting of Council unless accepted as an extraordinary item by a majority of 75% or more of the Members of Council present at the meeting.
9. A Member of Council may propose that a matter be an item on the agenda of a meeting of Council by giving no less than 14 days' written notice before the proposed date of the meeting. A matter which is proposed in compliance with this Standing Order shall be an agenda item.
10. The accidental omission to give notice of a Council meeting (or any committee meeting) to, or the non-receipt of notice of a meeting by, any Member of Council shall not invalidate any resolution passed or the proceedings at such meetings.

## Quorum

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11. The quorum of a meeting of Council shall be 50% or more of the Members of Council entitled to attend and vote.

### Conduct of Meetings of Council

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12. The Leader of Council or, in his absence, a Vice-Chairman shall preside as chairman at a meeting of Council.
13. If at any meeting neither the Leader of Council nor a Vice-Chairman is present within fifteen minutes after the time appointed for holding the meeting, the Members of Council present shall choose one of their number to be chairman of the meeting.
14. The chairman of the meeting may with the consent of the meeting (and shall if so directed by the meeting) adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting, other than the business which might properly have been transacted at the meeting had the adjournment not taken place.
15. The chairman of the meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either without setting a time or to another time or place where it appears to him that:
  - (a) the conduct of persons present prevents or is likely to prevent the orderly continuation of business; or
  - (b) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.
16. The conduct of a meeting of Council and the order of proceedings shall be at the discretion of the chairman of the meeting. The order of proceedings at a meeting of Council shall generally be as follows:
  - (a) the minutes of the previous meeting of Council shall be presented to the meeting and voted upon. Where the minutes are approved, the chairman of the meeting shall sign them;
  - (b) any apologies or other correspondence the chairman of the meeting deems necessary or appropriate to present to the meeting shall be read out;
  - (c) the chairman of the meeting shall make a general report on matters considered by the Board and its committees since the previous meeting of Council, including a report on any changes to the Board's strategic plan for The Association;
  - (d) a member of the Board shall present any written report from the Board to Council;
  - (e) an authorised representative of the Football Regulatory Authority shall make a verbal report on regulatory issues arising since the previous meeting of Council and shall be available to answer questions on matters on the operation of the Football Regulatory Authority;
  - (f) the chairman of the meeting may invite debate by Council on any current and significant issues relating to football;
  - (g) the minutes and reports of all meetings of Committees of Council shall be presented to the meeting for debate and for adoption by the chairman of each Committee of Council, or, in his absence, a member of such Committee of Council, who shall make a summary report on matters of particular interest in the minutes and reports. The meeting shall consider the minutes and reports and any Member of Council may speak on any matter mentioned in the minutes and reports and may make a motion thereon, provided that notice of any question has been given in writing 3 days or more before the meeting. A report of a committee meeting may not be made in the absence of written minutes and reports, save with the consent of the chairman of the meeting. Where such consent is given, the meeting of Council may consider such matter as an extraordinary item;
  - (h) any proposals to amend the Articles, the Rules or any regulations shall be considered and, if thought fit, approved;
  - (i) any proposals put forwards by any of the Committees of Council, including changes to composition of Council, shall be considered and, if thought fit, be approved;
  - (j) if relevant, the appointment, re-appointment or removal of the Chairman and Leader of Council and any other appointments, removals or elections (as required) shall be considered; and

## STANDING ORDERS / POWERS AND DUTIES

- (k) where possible, the balance sheet, the profit and loss account and the Directors' and the auditors' reports of The Association and the appointment of the auditors of The Association shall be considered and debated before they are laid before the Company in general meeting.
17. A Member of Council wishing to speak on any matter shall be entitled to do so only at the invitation of the chairman of the meeting. A Member of Council who is invited to speak shall rise and address the chairman of the meeting. All Members of Council other than the one speaking shall remain seated unless raising a point of order. Whenever the chairman of the meeting speaks, no other Member of Council may rise.
18. A Member of Council may at any time raise a point of order. Such shall be dealt with by the chairman of the meeting in such manner as he considers appropriate.
19. A Member of Council may at any time move that a matter be voted upon. If the chairman of the meeting requires, such motion shall be put in writing and signed by the mover. Such written motion shall be handed to the chairman of the meeting. Any such motion shall be read out by the mover before he speaks on it. A Member of Council may speak on a motion. A Member of Council shall be entitled to speak only once on the same motion unless permitted by the chairman of the meeting to speak more than once. The mover of a motion shall be entitled to reply to any point made. The mover may only answer points made by other Members of Council and may not make additional points.
20. A Member of Council may at any time move an amendment to a motion. Any such motion to amend shall be put in writing if required by the chairman of the meeting as if an original motion. Any number of motions to amend may be considered in relation to any motion. If any motion to amend is voted upon and carried, it shall form the motion to be considered by the meeting. Motions to amend this motion may then be considered as if it were the original motion. The mover of a motion to amend which is carried shall be entitled to reply to points made in relation to the motion.
21. Council may by vote resolve itself into a committee of the whole Council, and whilst in committee, there shall be no restriction as to the number of times a Member of Council may speak on a motion.

### Voting

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22. All questions shall be determined by a show of hands, unless either: (a) a ballot; or (b) the recording of votes, is requested by any Member of Council, supported by at least 2 others. In the event of votes being recorded under (b), the names for, and against, shall be registered and entered in the minutes. In the event of there being validly supported requests for both procedures (a) and (b), the procedure to be applied shall first be determined by a ballot.
23. (a) Save where provided specifically to the contrary: (i) a matter shall be passed if supported by more than 50% of those Members of Council present and voting; and (ii) a Member of Council may vote only if he is present at a meeting of Council. (b) A Member of Council may appoint another Member of Council as proxy to vote on his behalf in any one or more of the following matters: (i) for the appointment and reappointment of the Chairman; (ii) for the appointment and reappointment of the Leader of Council; (iii) for elections for Vice-Chairmen; and (iv) for the appointment and reappointment of the Independent Non-Executive Directors. The form of the proxy and procedures to be employed shall be as determined by Council from time to time.
24. A declaration by the chairman of the meeting that a resolution has been carried or carried unanimously, or by any particular majority, or lost, or not carried by a particular majority, and an entry to that effect made in the minutes of the proceedings of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
25. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a casting vote.



## STANDING ORDERS / POWERS AND DUTIES

### Who May Take up Business Under Notice

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26. Except by the consent of Council, business under any notice upon the agenda shall not be proceeded with in the absence of the Member of Council in whose name it stands, unless the member has given written authority for it to be taken up by another member.

### Objectionable Business

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27. If the chairman of the meeting determines that any matter raised or motion moved to be made is of an objectionable character, the chairman of the meeting shall have the power either before or after the same is brought forward, to put it to the vote (on which no discussion shall be allowed) as to whether the same shall be brought forward or not. If 75% or more of the members present and voting decide not to allow such motion to be brought forward, then it shall be considered as disposed of for that day.

### Reconsidering a Decision

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28. A decision of Council made at a meeting of Council may be reconsidered at the meeting of Council at which it has been made if any motion to reconsider is carried by 75% or more of the members present and voting.
29. No decision made at a meeting of Council may be considered within a period of 12 months from the date on which it was decided unless 75% or more of Members of Council present at a subsequent meeting vote in favour of a motion to allow reconsideration.

### Leader of Council

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30. Members of Council shall elect one of the non-executive Directors to be the Leader of Council. Nominations, proposed and seconded by Members of Council, shall be given to the Secretary in writing at least 21 days in advance of the date on which the election is to be held.
31. Subject to Standing Orders 33 and 44, the term of office of the Leader of Council shall be three years. No person may be the Leader of Council for more than two terms. Where appointed at a Summer Meeting, the first term shall be deemed to have commenced at the date of the Summer Meeting. Where appointed at any other time, the term of office shall be deemed to have commenced at the date of the next Summer Meeting.
32. At the end of his first term, the Leader of Council shall be eligible for reappointment without further nomination. Other candidates may be proposed and seconded by Members of Council and given to the Secretary in writing at least 21 days in advance of the date on which the election is to be held.
33. Council shall have the power to remove the Leader of Council from his office at any time if a proposal at a meeting of Council to do so is supported by 66% or more of those present and voting.
34. Any vacancy arising upon the death, retirement due to age, removal or any other such vacation from office of the Leader of Council under the Articles (save for where the Leader of Council is retiring at the end of his first term) shall be filled as soon as practicable at an extraordinary meeting of Council convened pursuant to these Standing Orders. Prior to such appointment for a new Leader of Council at the extraordinary meeting of Council, a Vice-Chairman (if he is a Director) appointed by the Board, and if he is not a Director any other Director appointed by the Board, shall act as Leader of Council. For the avoidance of doubt, any acting Leader of Council shall only hold such a position until the new Leader of Council is appointed or until he himself is removed or resigns or if the Board resolves to appoint another acting Leader of Council, whichever is the earlier.

## STANDING ORDERS / POWERS AND DUTIES

### Vice-Chairmen

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35. The National Game Representatives and the Professional Game Representatives shall each elect annually at the Summer Meeting one of their number to be a Vice-Chairman of The Association.

### President, Vice-Presidents, Life Vice-Presidents and Senior Vice-Presidents

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36. There shall be a President who shall be appointed annually by Council at the Summer Meeting and whose position shall be honorary. The President shall neither be entitled to notice of nor to attend at nor to vote at meetings of Council.
37. There shall be not more than six Members of Council to serve as Vice-Presidents, who shall be elected annually by Council at the Summer Meeting or at such other time as a vacancy arises. A Vice-President appointed prior to the effective date of these Standing Orders may continue to serve as Vice-President if so elected in accordance with this Standing Order 37 notwithstanding that he may have vacated office as a Member of Council, but in such circumstances such Vice-President shall not be entitled to vote at meetings of Council. A Vice-President appointed after the effective date of these Standing Orders may only continue to serve as Vice-President for so long as he is a Member of Council pursuant to the Articles.
38. Pursuant to the Articles, Life Vice-Presidents and Senior Vice-Presidents shall continue to be Members of Council with the rights set out in Standing Order 39. No further Life Vice-Presidents or Senior Vice-Presidents shall be created or appointed after the effective date of these Standing Orders save as provided in Article 173.
39. Life Vice-Presidents and Senior Vice-Presidents shall be entitled to receive notice of and attend meetings of Council but not vote at such meetings.

### Honorary Vice-Presidents and Honorary Members

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40. Council shall have the power to appoint and remove Honorary Vice-Presidents and Honorary Members. The criteria for appointment to the position of either an Honorary Vice-President or an Honorary Member shall be determined from time to time by the Council, and as a minimum such persons will have made a significant contribution to football, but shall not include retiring Members of Council. Such person, if appointed, shall not be entitled to notice of nor to attend nor to vote at meetings of Council.

### Fellowship of The FA Council

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41. Following their removal or retirement from the Council, former Members of Council may become entitled to join the Fellowship of Council.
42. The Fellowship of Council is a titular position conferred in acknowledgement of the service carried out by former Members of Council.
43. The criteria for membership and the benefits available shall be determined from time to time by the Board. The Professional Game Board and National Game Board shall be authorised to approve the election of retiring Professional Game Representatives and National Game Representatives respectively, such approval not to be unreasonably withheld.
44. Membership of the Fellowship of Council shall not constitute any person as a Member of Council.

## STANDING ORDERS / POWERS AND DUTIES

### Age Limits

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45.

- (a) No person shall be capable of being first appointed a Member of Council if at the time of appointment that person has attained the age of 65 years.
- (b) A person who was a Member of Council in or before 1990, and since 1990 has ceased at any time to be a Member of Council, may not be re-appointed as a Member of Council if he has attained the age of 75.
- (c) A Member of Council shall vacate office at midnight on the day before the next Summer Meeting after he has attained the age of 75 years (save for those who have been Members of Council continuously since 1990).

### Term Limits

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46. Council Members shall be subject to any term limits applicable to them under the Articles.

### Active Position

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- 47. No person shall be capable of being appointed as a Representative Council Member unless he holds an active position in football at the time of his appointment.
- 48. The Council may from time to time set criteria for determining whether a person holds an active position in football. Any decision as to whether a person holds an active position or fulfils any such criteria shall be ultimately determined by the Council, in its absolute discretion.
- 49. A Representative Council Member will lose his eligibility for re-appointment under Article 143 if he ceases to hold an active position in football during his tenure as a Representative Council Member, until such time as he regains an active position in football. Where a Representative Council Member ceases to hold an active position in football during the term of his appointment, he shall be entitled to continue to be a Representative Council Member until the next Summer Meeting at which he would otherwise be due for re-appointment under Article 143 at which point he shall vacate his position (unless he otherwise vacates his office earlier pursuant to these Standing Orders or the Articles).

### Remuneration and Expenses of Members of Council

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- 50. The Members of Council may be paid (in accordance with the practice and procedures that the Board shall determine from time to time) an attendance allowance in respect of his attendance at meetings of Council, all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Council, or meetings of Committees of Council or otherwise in connection with the discharge of their duties as Members of Council.
- 51. No Member of Council shall receive remuneration as such.

## STANDING ORDERS / POWERS AND DUTIES

### Interests

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52. Provided that he has disclosed to the chairman of any meeting of Council or committee meeting (as applicable) the nature and extent of any interest, a Member of Council may be a party to, or otherwise interested in, any decision or arrangement which indirectly relates to that interest.
53. A Member of Council shall not attend or vote at a meeting of Council or of a Committee of Council (or any part thereof) on any matter in which he has, directly or indirectly, a material conflicting interest or duty save where authorised by a resolution passed by the members of Council or the committee (other than the Member of Council so interested). A Member of Council shall not be counted in the quorum in relation to a resolution on which he is not entitled to vote.
54. If a question arises at a meeting of Council or of a Committee of Council as to the right of a Member of Council to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Member of Council other than himself shall be final and conclusive. An issue in relation to the chairman of the meeting shall be determined by the meeting itself.

### Vacation of Office

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55. The office of a Member of Council shall be vacated if:
- (a) he ceases to hold the position or office by virtue of which he became eligible to be a Member of Council; or
  - (b) he has completed his permitted terms as a Member of Council in accordance with Article 144; or
  - (c) being a Representative Council Member, he is removed by notice in writing by the organisation which appointed him; or
  - (d) he has a bankruptcy order made against him or is declared bankrupt by any court of competent jurisdiction, or he makes any arrangement or composition with his creditors generally, or he applies for an interim order under section 253 of the Insolvency Act 1986, as amended or re-enacted from time to time, in connection with a voluntary arrangement under that Act; or
  - (e) he dies or he is, or may be, suffering from mental disorder and either:
    - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or any similar law in any jurisdiction;
    - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
  - (f) he resigns his office by notice to Council; or
  - (g) he is absent for more than six consecutive months from meetings of Council without the permission of the Leader of Council, or in the case of Life Vice-Presidents or Senior Vice Presidents, he is absent from four consecutive meetings of Council without the permission of the Leader of Council (unless otherwise decided by the Council); or
  - (h) he no longer complies with the provisions of any regulations of The Association relating to "Owners and Directors" as shall be in force from time to time pursuant to paragraph J(1)(f) of the Rules; or
  - (i) he is subject of a decision of The Association, UEFA or FIFA that he be suspended permanently or temporarily from taking part in football management and/or football administration and/or any football related activity pursuant to any applicable disciplinary provisions under the rules or the statutes of UEFA or FIFA (as appropriate); or
  - (j) he is removed for the reason that he is subject of a decision of the relevant deciding panel that he is or has been in breach of the Council Code of Conduct as shall be in force from time to time.

## STANDING ORDERS / POWERS AND DUTIES

### Validating of Council Decisionse

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56. All acts done by a meeting of Council or of a committee shall be as valid as if every such person had been duly appointed and was qualified and had continued to be a Member of Council and had been entitled to vote notwithstanding that it afterwards be discovered that there was a defect in the appointment of any Member of Council or that any of them was disqualified from holding office, or had vacated office, or was not entitled to vote. Council and any committee may act notwithstanding any vacancy in their body.
57. No alteration of the Articles and no decision of Council or the Company in general meeting shall invalidate any prior act of Council which would have been valid if that alteration had not been made or that decision or direction had not been taken. A meeting of Council at which a quorum is present may exercise all powers exercisable by Council.

### Minutes

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58. Minutes of all meetings of Council, and of all Committees of Council as well as any Sub committees and commissions, shall be kept, to include the names of all present at each meeting.

### Committees

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59. Subject to Article 148, Council may delegate consideration and management of matters within its jurisdiction (as referred to in Article 147), to any committee, group or panel as the Council shall establish from time to time.
60. Council shall establish the Football Regulatory Authority as a division of The Association and shall also establish the Judicial Panel and shall delegate to them such powers relating to regulatory, disciplinary and judicial matters in connection with The Association as Council shall see fit and Council shall make provisions for their terms of reference, composition and manner of operation, which shall not otherwise be subject to these Standing Orders.
61. The following shall be Committees of Council:
- (a) Referees Committee;
  - (b) Council Membership and Appointments Committee;
  - (c) Leagues Committee;
  - (d) Membership and Sanctions Committee;
  - (e) Alliance Leagues Committee;
  - (f) Youth Participation and Development Committee;
  - (g) Other groups, panels or committees as shall be established from time to time.
62. The powers and duties of the Committees of Council listed immediately in Standing Order 61 above shall be as follows:

### Referees Committee

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To be responsible for all policy matters relating to the registration, control and development of refereeing, including all referee observers, tutors, mentors, coaches etc.

To propose and be consulted on amendments to the Rules and Regulations in relation to Match Officials and to make decisions on matters arising out of the Rules and Regulations.

## STANDING ORDERS / POWERS AND DUTIES

To make recommendations regarding the Laws of the Game of association football.

To recommend those referees and assistant referees who will be nominated to the FIFA List each year.

To be responsible for the appointment of referees and assistant referees to association football matches.

To liaise as appropriate with other bodies having responsibilities for refereeing issues.

### **Council Membership and Appointments Committee**

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To determine all issues relating to the privileges of Council Members, with regard but not limited to issues of protocol, travel, seating and hospitality at matches, Council meetings and special events, including relating to personal guests.

To consider the qualifying criteria for the positions of Honorary Vice-President and Honorary Member and make recommendations to Council on these and the appointment and removal of persons into such positions.

To appoint members to each group, panel or committee of Council and make recommendations to the NGB and PGB on the appointment of members to their respective committees.

To consider matters relating to the induction, training and development of Council Members.

### **Leagues Committee**

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To control and manage football at Steps 5-7 of the National League System and to ensure that the constituent leagues comply with the agreed Regulations.

To promote, assist and monitor leagues beneath the National League System as required.

To control all promotion, relegation and other issues relating to the movement of clubs within Steps 5 to 7 of the National League System and of clubs wishing to enter the National League System.

To manage the promotion of Clubs from Step 5 of the National League System in conjunction with the Alliance Leagues Committee.

To be responsible for the development and implementation of the National Ground Grading criteria document insofar as it affects Steps 5 to 7 of the National League System.

To propose changes to Rules and Regulations which affect Steps 5 to 7 of the National League System and below, after relevant consultation, including periodic reviews of the Standardised Rules (in conjunction with the Alliance Leagues Committee) and the Standard Code of Rules.

To represent the FA at matches involving English clubs participating in the UEFA Regions Cup.

To liaise with other committees on matters affecting Steps 5 to 7 of the National League System where such committees have no representation from this level of the game.

To appoint members to sub-committees and working groups as may be established from time to time.

### **Membership and Sanctions Committee**

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To propose to Council the criteria for the status of Full Member Club and Associate Member Club and the privileges attaching to such status and the criteria for the transfer, supervision and removal in respect of Full Member Club and Associate Member Club membership.

To consider applications for Full Member Club and Associate Member Club membership and matters relating to any such membership including transfer, supervision and removal, and to report on the same to Council.

To consider matters pertaining to The Association's Rules on Clubs' financial records and Clubs' names and constitutions and report on the same to Council.

## STANDING ORDERS / POWERS AND DUTIES

To approve the transfer of football membership of any non-member club where the rules and/or regulations of the relevant League requires The FA to provide such approval. Such approval to be considered at the entire discretion of Council and in accordance with the requirements for the transfer of membership of Full Member Clubs and Associate Member Clubs as set out in the Rules.

To consider all policy matters relating to the sanction of competitions and matches in England and overseas and to propose and to be consulted on any proposed amendments to the Rules and Regulations in relation to such issues.

To consider all matters relating to the boundaries of jurisdiction of County Associations and Other Football Associations and recommend to Council as appropriate.

### **Alliance Leagues Committee**

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To control and manage football at Steps 1 to 4 of the National League System and to ensure that the constituent leagues comply with the Regulations.

To control all promotion, relegation and other issues relating to the movement of clubs within Steps 1 to 4 of the National League System.

To manage the relegation of Clubs from Step 4 of the National League System in conjunction with the Leagues Committee.

To be responsible for the development and implementation of the National Ground Grading criteria document insofar as it affects Steps 1 to 4 of the National League System.

To propose changes to Rules and Regulations which affect Steps 1 to 4 of the National League System, after relevant consultation, including periodic reviews of the Standardised Rules (in conjunction with the Leagues Committee).

To manage the organisation and administration of the England C and FA Representative XI team and to represent the FA at matches.

To liaise with other committees on matters affecting Steps 1 to 4 of the National League System where such committees have no representation from this level of the game.

To appoint members to sub-committees and working groups as may be established from time to time.

### **Youth Participation and Development Committee**

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To control and manage the Youth and County Youth Cup Competitions and to propose to Council amendments to the respective Competition Rules.

To advise the Executive as may be required on matters arising out of the Competition Rules, including accepting entries, making exemptions and making the draw.

To represent The FA at Youth and County Youth Cup competition matches and events.

To represent The FA at men's international team matches involving teams at Under 15, Under 16, Under 17 and Under 18 levels.

To implement and manage The FA's policy in relation to mini-soccer.

To oversee the development of football primarily between the ages of 6 and 18 within the National Game (to include pre-school) including:

- Sustaining and increasing participation, including the transition from youth to adult football
- Raising standards and addressing abusive behaviour
- Player development pathway
- Coaching and coach education in youth football

## STANDING ORDERS / POWERS AND DUTIES

To oversee the development work with schools, including managing the relationships with the English Schools' FA, Independent Schools' FA and FA Youth Council.

To undertake periodic review of the Standard Code of Rules (Youth) as required.

63. Each Committee of Council shall appoint a chairman and a vice-chairman who shall be elected by ballot and shall each serve for a term of one year.
64. Candidates for the post of chairman and vice-chairman of the Committees of Council shall be proposed and seconded at the first meeting of the Committee which shall take place on the date of and immediately following the Summer Meeting, at which the sitting committee chairman and vice-chairman shall retire. If only one candidate is proposed, he shall be deemed to be elected. Where there are two or more candidates, there shall be an election by ballot. All members of the Committee shall be entitled to vote. A candidate shall be elected if he receives more than 50% of the votes cast in the ballot. Where no candidate has more than 50% of the votes cast, a further ballot or ballots shall be made until a candidate receives more than 50% of the votes cast. Any member of the Committee may be proposed as a candidate for each ballot, save as set out below. Where a chairman or vice chairman vacates office other than at the expiry of term of office, a replacement shall be elected at the next meeting of the Committee. A candidate for the office of chairman of a Committee who has been chairman for the previous two years shall not be elected unless he receives two thirds or more of the votes. No person may act as chairman or vice-chairman of more than one Committee of Council, the National Game Board or the Professional Game Board.
65. Subject to final approval from the Council Membership and Appointments Committee, a Committee of Council shall have power to co opt not more than four persons, who because of their particular knowledge and experience can make a valuable contribution. The maximum consecutive period of any co-opted member shall not exceed three years.
66. Subject to final approval from the Council Membership and Appointments Committee, a Committee of Council shall also have the power to appoint not more than four persons as ambassadors to committees that represent Council at competition and representative matches. Ambassadors shall not be members of the committee. Each Council Member shall only be able to be appointed to a maximum of 1 ambassadorial role.
67. The quorum for Committee of Council meetings shall be three members.
68. Unless as otherwise determined by Council, Committees of Council shall be appointed for a term of one year. Other than the Council Membership and Appointments Committee, the membership of any Committee of Council shall be determined by the Council Membership and Appointments Committee, who may at any time amend the membership of such a Committee where it considers it appropriate. The Leader of Council and the Vice-Chairmen of the Association (or their respective nominees) shall be able to attend and vote at all meetings of the Council Membership and Appointments Committee on any item which relates to the membership of any Committee of Council, the National Game Board or the Professional Game Board.
69. The maximum number of Committees of Council, the National Game Board and the Professional Game Board upon which a Member of Council may serve in a Council Year shall be 3, save that the maximum for Council Members aged 75 or over as at the date of the Summer Meeting shall be 2. The restriction shall not apply in respect of appointments to: (i) The FA Board and its sub-committees; (ii) the National Game Board; (iii) the Professional Game Board; and (iv) sub-committees of each of Committees of Council, National Game Board committees, Professional Game Board committees and the Football Regulatory Authority.
70. A committee member need not be a Member of Council. The Council Membership and Appointments Committee shall have regard, as their sole principle in considering the appointment of Committees of Council, to an individual's talents and expertise and the contribution therefore that an individual may make to a particular Committee of Council.
71. The Leader of Council and the Chief Executive Officer shall be entitled to receive notice of and attend at all Committee of Council meetings but shall have no vote.



## STANDING ORDERS / POWERS AND DUTIES

72. Each Committee of Council shall have a secretary appointed as such by the Chief Executive Officer who shall be an employee of The Association. A meeting of any Committee of Council shall be convened by the secretary giving notice to the members of such Committee.
73. A member of a Committee of Council may only participate in a meeting of that Committee if present at a meeting either in person or by telephonic communication or some other communication equipment, so that he can speak to each of the others, and to be heard by each of the others simultaneously. Such a meeting shall be deemed to take place where the chairman of the meeting then is.
74. In the event that a Committee of Council meeting is or becomes temporarily inquorate the chairman of the Committee meeting shall be entitled at his discretion to adjourn the commencement or conduct of the Committee meeting for a period of up to 30 minutes, and to commence or recommence the meeting when a quorum has been achieved. If a quorum is not achieved, or cannot be sustained the chairman of the committee shall declare the Committee meeting at an end.
  - (a) A quorum will be deemed to be present even if a member or members of the Committee is or are obliged to retire temporarily from the Committee meeting for any reason and provided that at least three members remain, the Committee shall conduct the business in question.
75. In the absence of the chairman of the Committee of Council from any Committee meeting, the vice chairman shall chair a Committee meeting and if neither is present then the members present shall nominate one of their number to act as chairman for the purposes of that Committee meeting.
76. In exceptional circumstances, the chairman of a Committee of Council may ask each member of a Committee to make a decision in writing on a specific matter. In such exceptional circumstances, a meeting shall not be required. A decision in writing signed by more than 50% of the members of a Committee entitled to receive notice of a meeting of that Committee shall be as valid and effectual as if it had been passed at a meeting of the committee duly convened and held, and may consist of several documents in the like form each signed by one or more member or members of the committee, provided that such will be effective only if it can be demonstrated that every member of the Committee received notice of the proposed matter. Any such decision shall be minuted as a written decision of the committee and shall be signed by the chairman of the Committee meeting.
77. Subject to any relevant provision in the Articles, Rules or these Standing Orders to the contrary, a committee or any panel, any division or any board or any sub-committee or any commission of Council may adopt such procedures for the consideration of a matter as it considers appropriate. The chairman of a meeting shall be responsible for all matters of procedure relating to such meeting and his decision on such matters will be final and binding. Each member of a committee shall have one vote and the chairman of the committee meeting shall, in the event of a tie, have a casting vote

### Minutes

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78. All resolutions and proceedings of Committees of Council in meetings or otherwise, and the names of those present at any meeting, shall be minuted and be submitted to Council and shall be subject to the approval of Council (save where expressly stated in the Rules or Standing Orders to the contrary).
79. The minutes of a meeting of a Committee of Council if signed by the chairman of such meeting or by the chairman of the next succeeding meeting, shall be conclusive evidence of the matters stated in such minutes.
80. The minutes of all committee meetings shall be sent with the notice calling the next meeting of Council.

### Standing Orders (Interpretation and Amendment)

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81. In these Standing Orders, and unless otherwise expressed, defined terms shall have the same meanings as set out in the Articles and in the event of any conflict between these Standing Orders and the Articles, the provisions of the Articles shall prevail.

## STANDING ORDERS / POWERS AND DUTIES

82. Subject to the powers given to Council in the Articles and the Board's right of approval over any amendment to these Standing Orders thereunder, these Standing Orders shall be as recommended by Council from time to time. Proposals to amend the Standing Orders may only be made by the Board or Council.

### Divisions

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83. In May each year, the Secretary shall send a form of nomination with a list of all the Divisions and the Full Member Clubs comprising them to each Full Member Club. The form shall invite nomination of candidates. To be valid, such form must be duly completed and returned to the Secretary within 14 days of the date that the Secretary sent such form out (such form may be returned by post, e-mail or fax). The relevant deadline will be set out on the form and no form received after this time will be accepted.
84. A candidate for election as a relevant Divisional Representative shall be a member of a Full Member Club within the relevant Division and shall be required to abide by a Code of Conduct to be agreed by Council from time to time. A candidate must be nominated by three Full Member Clubs in the Division. Full Member Clubs shall only nominate one candidate. Such nomination shall be signed by the chairman, chief executive or secretary for and on behalf of the Full Member Club. If in any Division no candidate is nominated, the Secretary shall report the circumstances to Council who may fill the vacancy or act in such other manner as it considers appropriate.
85. If only one candidate is nominated for a Division, the Secretary shall declare the candidate elected. If more than one candidate is nominated for any Division the Secretary shall forthwith, after the time fixed for the close of nominations to be a Divisional Representative, send a list of the candidates nominated and a form of voting paper to each Full Member Club in every such Division, and such voting paper shall be duly completed and returned to the Secretary not later than seven days from the day after the date upon which the same is sent by the Secretary (such voting paper may be returned by fax, e-mail or post). The relevant deadline shall be set out on the voting paper and no voting papers received after this time will be accepted.
86. Where there are two candidates for any Division, the candidate receiving the greater number of votes shall be declared duly elected. If there is a tie, a further election shall be held and if there is still a tie, election shall be by the drawing of lots. Where there are more than two candidates for any Division, unless one candidate has more than 50% of the votes cast in the Division, the candidate receiving the least number of votes shall withdraw. In the event that there is more than one candidate who receives the lowest number of votes, there shall be a ballot to determine who should withdraw and a further ballot or ballots be taken until a candidate is elected in accordance with these Standing Orders. All voting shall be by way of a secret ballot. The Leader of Council (or his nominee) shall be authorised to rule on all matters of procedure relating to Standing Orders 83 to 86 (inclusive) and his decision on such matters shall be final and binding.

### National League System Steps 5 and 6

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87. The nomination and election criteria and process for the appointment of a Steps 5 and 6 Representative pursuant to the Articles shall be set by the Council from time to time.

### Board Observer Council Members

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88. Pursuant to the Articles, Board Observer Council Members shall continue to be Members of Council with the rights set out in Standing Order 89.
89. Board Observer Council Members shall be entitled to receive notice of and attend meetings of Council but not vote at such meetings.

# PROFESSIONAL GAME BOARD

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A Committee of the Board of Directors of The Football Association (UK Registered Number: 00077797)  
Wembley Stadium, PO Box 1966, HA9 0WS

## TERMS OF REFERENCE FOR THE OPERATION OF THE PROFESSIONAL GAME BOARD

### 1. INTRODUCTION

1.1 Pursuant to the Articles of Association (the **“Articles”**) of The Football Association (**“The Association”**), the Board of Directors of The Association (the **“FA Board”**) has resolved to establish a committee of the FA Board to be known as the Professional Game Board (the **“PGB”**) which will perform on behalf of the FA Board certain delegated functions in relation to the Professional Game in accordance with the Laws of the Game (each as defined in the Articles) as they affect those football clubs who play from time to time in The FA Premier League and The Football League (each as defined in the Articles) (**“Clubs”**). The FA Board has, with the authority of the Articles, provided for the due discharge by the PGB of the functions referred to above, in accordance with these terms of reference (**“Terms”**).

1.2 Unless otherwise defined in these Terms, words and expressions shall have the same meaning as set out in the Articles, as amended from time to time.

### 2. DEFINITIONS

In these Terms:

**“Budget”** means the operating budget for The Association, together with any forecasts, as approved by the FA Board from time to time;

**“Committee Members”** means those persons appointed from time to time to the PGB in accordance with Clause 4.1;

**“Committee Secretary”** means any person appointed by the PGB from time to time to act as the secretary of the PGB;

**“Effective Date”** means 29th May 2007;

**“FAPL Committee Members”** means those persons appointed in accordance with Clause 4.1.1;

**“FL Committee Members”** means those persons appointed in accordance with Clause 4.1.2;

**“PGB Chairman”** means the chairman of the PGB, as appointed from time to time in accordance with Clause 8;

**“PGB Deputy Chairman”** means the deputy chairman of the PGB, as appointed from time to time in accordance with Clause 8;

**“Professional Game Distributions”** means that part of the Distributable Surplus that shall have been allocated by the FA Board as distributions to the Professional Game, in accordance with the Funding Formula; and

### 3. ESTABLISHMENT AND PURPOSE

3.1 The PGB is established as a committee of the FA Board and the FA Board has delegated to the PGB power to undertake the following functions, subject always to Clause 4.3 of these Terms:

3.1.1 in relation to The Football Association Challenge Cup, (**“The FA Cup”**) and The FA Community Shield (**“The Community Shield”**), administering the FA Board’s policy on or deciding on (i) all administrative and operational issues relating to The FA Cup and The Community Shield (ii) the level of and conditions for distributions to Clubs from the First Round proper onwards by way of prize funds from The FA Cup (iii) draws and representative roles at The FA Cup and Community Shield matches, and (iv) insofar as it is not a matter for the FRA or the Judicial Panel, the convening of disciplinary commissions to consider breaches of the rules and

regulations of The FA Cup and Community Shield including making decisions arising out of the competition and the Regulations, accepting entries and making exemptions from the First Round proper onwards in relation to The FA Cup PROVIDED ALWAYS THAT the FA Board shall retain and reserve the responsibility for determining all commercial issues (including the sale and exploitation of sponsorship, broadcasting and licensing rights) and any decisions relating to the structure, format, and regulation of The FA Cup and the Community Shield and, insofar as it is not a matter for Council, drafting of rules and regulations of The FA Cup and Community Shield, and such matters shall not be delegated to the PGB;

- 3.1.2 in relation to the England men's representative under 19, under 21 and senior teams, administering the representative and ambassadorial roles at these matches, PROVIDED ALWAYS THAT the FA Board shall retain and reserve the responsibility for determining all commercial and operational issues relating to all such England teams (including the sale and exploitation of sponsorship, broadcasting and licensing rights, and any conditions for the staging of matches) and the decision on the appointment of the head coach and all senior coaching and support staff, including medical staff, and such matters shall not be delegated to the PGB;
- 3.1.3 deciding on the allocation and disbursement of the Professional Game Distributions and the implementation and monitoring on behalf of the FA Board of any conditions attached by the FA Board to the Professional Game Distributions;
- 3.1.4 liaising and consulting with and making recommendations to the FA Board on any matters relating to the Professional Game debated by the FA Board where the FA Board has asked for advice on behalf of the Professional Game;
- 3.1.5 liaising and consulting with and advising the FA Board on its consideration from time to time of the Budget in accordance with the Funding Formula, to the extent that the same affects the Professional Game Distributions;
- 3.1.6 making recommendations and decisions relating to medical, sports science and nutrition and fitness issues as the same affect or impact upon the Professional Game;
- 3.1.7 making recommendations to the FA Board of the annual fixture schedule as the same relates to the Professional Game, including the approval of the scheduling of Senior Representative Teams fixtures, and liaising with FIFA and UEFA regarding the same to the extent that such liaison is required, PROVIDED ALWAYS THAT the final decision on the annual fixture schedule shall remain with and be reserved to the FA Board;
- 3.1.8 making recommendations to the FA Board on the policy that the FA Board shall adopt in relation to FIFA, UEFA, other football associations' and confederations' policies and having discussions as the same may affect or impact upon the Professional Game, and making recommendations to the FA Board on the persons that the FA Board shall appoint or propose to committees and panels of FIFA and UEFA which affect or impact upon the Professional Game;
- 3.1.9 approving, where required, on behalf of the FA Board, policies and reports relating to the Professional Game adopted by The Association with the Independent Football Ombudsman, and supporters representatives relating to customer issues in the Professional Game, and receiving reports and making recommendations to the FA Board and/or the Football Regulatory Authority of The Association from the periodic meetings of the Stakeholder Group;
- 3.1.10 implementing and monitoring policies set by the FA Board relating to the development of players, and coaches in the Professional Game, and any initiatives designed to approve and promote standards in relation to the same, including policy matters and initiatives relating to football played by children under 18 within the Professional Game, together with the disbursement of funds allocated by the FA Board to such issues;

- 3.1.11 liaising on matters of policy with any committees or other relevant bodies established in connection with refereeing, equality, child protection or any other issues, insofar as they affect the Professional Game;
- 3.1.12 appointing individuals (including, as appropriate, National Game Representatives in numbers at least no less than as at the Effective Date) to, delegating the appropriate power to and operating the following sub-committees and other bodies;
  - (i) the FA Cup Committee; and
  - (ii) the International Committee;
- 3.1.13 appointing, where appropriate, Professional Game Representatives to the Football Regulatory Authority;
- 3.1.14 determining applications for UEFA Club Licences in accordance with the terms of the UEFA-accredited Club Licensing Manual, devising and amending the UEFA Club Licensing Manual and otherwise fulfilling all aspects of the UEFA Club Licensing regime on behalf of the FA Board; and
- 3.1.15 such other responsibilities and activities as the FA Board may from time to time decide.

#### 4. MEMBERSHIP

- 4.1 Subject to Clauses 5 and 6 below, the Committee Members of the PGB shall comprise:
  - 4.1.1 four (4) FAPL Committee Members, who shall be appointed in writing by The FA Premier League to the FA Board from time to time. A FAPL Committee Member may be a person who is: (i) a director or officer of a football club in membership of The FA Premier League; (ii) a Professional Game Representative; or (iii) the chairman, Chief Executive officer or other officer of The FA Premier League, PROVIDED ALWAYS THAT at least two FAPL Committee Members are Professional Game Representatives; and
  - 4.1.2 four (4) FL Committee Members, who shall be appointed in writing by The Football League to the FA Board from time to time. A FL Committee Member may be a person who is: (i) a director or officer of a football club in membership of The Football League; (ii) a Professional Game Representative; or (iii) the chairman, Chief Executive officer or other officer of The Football League, PROVIDED ALWAYS THAT at least two FL Committee Members are Professional Game Representatives.
- 4.2 The following shall be entitled to receive notice of, attend and speak at meetings of the PGB but shall not be entitled to vote on any matters at meetings of the PGB:
  - 4.2.1 the Chairman of The Association;
  - 4.2.2 the Chief Executive of The Association;
  - 4.2.3 other officers of The Association as agreed by the PGB Chairman and General Secretary from time to time;
  - 4.2.4 the Chairman of The National League or, with the prior permission of the PGB Chairman, the Vice-Chairman of The National League;
  - 4.2.5 the Chief Executive officer or another officer of each of The FA Premier League and The Football League, if neither such person is already a member of the PGB pursuant to Clauses 4.1.1 and 4.1.2; and
  - 4.2.6 a person from an under-represented group with a protected characteristic who shall be appointed by the PGB from time to time.

## PROFESSIONAL GAME BOARD

- 4.3 Subject to Clause 9 of these Terms, the Committee Members may exercise all such powers of the PGB, and do on behalf of the PGB all such acts as may be exercised and done by the PGB, and as are not by statute or by these Terms required to be exercised or done by Council, the shareholders of The Association or the FA Board or in some other manner, PROVIDED NEVERTHELESS THAT the PGB may do nothing which contravenes or is inconsistent with: (i) any policy or decision of the FA Board; (ii) the Budget; (iii) the Funding Formula; (iv) the Professional Game Distributions (and any conditions attached by the FA Board thereto); or (v) any provision of the Memorandum of Association of The Association, the Articles, the Standing Orders, the Rules or any rules and regulations of The Association, FIFA and/ or UEFA in force from time to time or any other agreement entered into by The Association with the agreement of the FA Board or under a general power delegated by the FA Board.
- 4.4 The Committee Members for the time being may act notwithstanding any vacancy in their number but, if there are fewer than the number fixed as the quorum, the continuing Committee Members or Committee Member may act only for the purpose of procuring that vacancies are filled.
- 4.5 In addition, and without prejudice to any other powers hereby or by law conferred on the PGB, the PGB may from time to time and for such period and to such extent and generally on such terms as the Committee Members shall think fit, delegate to Committee Members and/or any other employee of The Association engaged in or in connection with the management, administration, organisation and conduct of the affairs of the PGB any powers and duties of the PGB as may be reasonable.

### 5. APPOINTMENT AND RETIREMENT OF COMMITTEE MEMBERS

- 5.1 Subject to Clauses 5.3 and 6 below, each FAPL Committee Member shall hold office for so long as The FA Premier League wishes for that person to remain as a Committee Member of the PGB.
- 5.2 Subject to Clauses 5.3 and 6 below, each FL Committee Member shall hold office for so long as The Football League wishes for that person to remain as a Committee Member of the PGB.
- 5.3 No person may be appointed as a Committee Member:
- 5.3.1 unless he has attained the age of 18 years; or
  - 5.3.2 in circumstances such that, had he already been a Committee Member, he would have been disqualified from acting under the provisions of Clause 6.

### 6. DISQUALIFICATION OF COMMITTEE MEMBERS

The office of a Committee Member shall be vacated if:

- 6.1 by notice in writing to the FA Board he resigns from the PGB; or
- 6.2 being a FAPL Committee Member, he is removed in writing by The FA Premier League; or
- 6.3 being a FL Committee Member, he is removed in writing by The Football League; or
- 6.4 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 6.5 being a director, he ceases to hold office as director of any company by reason of any order made under the Company Directors Disqualification Act 1986, as amended from time to time; or
- 6.6 he is absent from three consecutive meetings of the PGB without the consent of the PGB Chairman and the FA Board resolves that he should cease to hold office; or
- 6.7 he dies or becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs; or

- 6.8 he no longer complies with the provisions of any regulations of The Association relating to “Fit and Proper Persons” as shall be in force from time to time pursuant to paragraph J(1)(f) of the Rules; or
- 6.9 he is subject of a decision of The Association, UEFA or FIFA that he be suspended permanently or for a specified period from taking part in football management and/ or football administration and/or any football related activity pursuant to any applicable disciplinary provisions under the rules or statutes of UEFA or FIFA (as appropriate).

### 7. PROCEEDINGS OF THE PGB

- 7.1 The PGB may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, PROVIDED THAT such meetings are held at least six times during every calendar year. Unless otherwise determined in writing by the FA Board, a minimum of four Committee Members, which must comprise at least two FAPL Committee Members and at least two FL Committee Members, shall be a quorum. Questions arising at any meeting shall be decided by simple majority and in cases of equality of votes, the chairman of the meeting shall not have a second or casting vote.
- 7.2 The PGB Chairman or two Committee Members may, and on the written request of the PGB Chairman or such Committee Members, the Committee Secretary shall, at any time, summon a meeting of the PGB by written notice served upon all Committee Members.
- 7.3 A meeting of the PGB at which a quorum is present shall be competent to exercise all the authorities, powers and discretions for the time being vested in the PGB generally under these Terms.
- 7.4 The PGB may delegate any of its powers to committees consisting of such Committee Members or employees of The Association or others as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the PGB. The meetings and proceedings of any such committee shall be governed by regulations made by the PGB (if any).
- 7.5 All acts bona fide done by any meeting of the PGB or of any committee of the PGB, or by any person acting as a member of the PGB or committee thereof shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Committee Member or member of the committee as the case may be.
- 7.6 All or any of the Committee Members or of the members of any committee of the PGB may participate in a meeting of the PGB or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.
- 7.7 The PGB shall cause proper minutes to be made of all appointments made by them and of the proceedings of all meetings of the PGB and of committees of the PGB, and all business transacted at such meetings, which minutes shall be made available to the FA Board and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated. The PGB shall make available to Council the minutes of any such meetings which shall inform Council of the matters deliberated at any such meetings and any decisions taken, but the PGB Chairman shall be able to determine if any matters need not be summarised to Council due to confidentiality, commercial sensitivity or by reason of law or statute.

## PROFESSIONAL GAME BOARD

- 7.8 A resolution in writing signed by all the Committee Members or by all the members for the time being of any committee of the PGB who are entitled to receive notice of a meeting of the PGB or of such committee shall be as valid and effectual as if it had been passed at a meeting of the PGB or of such committee duly convened and constituted, as the case may be. Any such written instrument may be in several parts each signed by one or more Committee Members or members of the committee as the case may be.

### 8. PGB CHAIRMAN AND PGB DEPUTY CHAIRMAN

- 8.1 The position of the PGB Chairman shall rotate every two years so that if the retiring PGB Chairman was a FL Committee Member, the next PGB Chairman (who shall hold the office for a term of two years) shall be appointed by and from among any of the FAPL Committee Members and vice versa. The position of the PGB Deputy Chairman shall also rotate every two years so that if the retiring PGB Deputy Chairman was a FAPL Committee Member, the next PGB Deputy Chairman (who shall hold the office for a term of two years) shall be appointed by and from among any of the FL Committee Members and vice versa.
- 8.2 The Committee Members may at any other time appoint a person to be the PGB Chairman in order to fill a vacancy arising mid-term, PROVIDED THAT if the vacating PGB Chairman was a FAPL Committee Member, his replacement shall be a FAPL Committee Member and if the vacating PGB Chairman was a FL Committee Member, his replacement shall be a FL Committee Member. Likewise, the Committee Members may at any other time appoint a person to be the PGB Deputy Chairman in order to fill a vacancy arising mid-term, PROVIDED THAT if the vacating PGB Deputy Chairman was a FAPL Committee Member, his replacement shall be a FAPL Committee Member and if the vacating PGB Deputy Chairman was a FL Committee Member, his replacement shall be a FL Committee Member. Any such PGB Chairman or PGB Deputy Chairman appointed in accordance with this Clause 8.2 is to retire at the time the vacating PGB Chairman or PGB Deputy Chairman, as the case may be, would otherwise have retired.
- 8.3 The entirety of Clauses 8.1 to 8.2 are subject to Clause 8.4 below.
- 8.4 Each of the PGB Chairman and PGB Deputy Chairman shall cease to hold such appointment forthwith upon ceasing to be a Committee Member.
- 8.5 The PGB Chairman shall preside as chairman at all meetings of the PGB at which he shall be present, but if he is not present within fifteen minutes after the time appointed for holding a meeting or is unwilling to preside, the PGB Deputy Chairman shall preside, and if he is not present at that time or is unwilling to preside, those Committee Members present shall choose one of the other Committee Members to preside at that meeting.

### 9. RESTRICTIONS

The PGB will not authorise or commit The Association to expenditure in excess of the Professional Game Distributions nor borrow from any source, nor pledge nor grant any security or right over any of the assets of The Association to any third party, without the prior written consent of the FA Board.

### 10. AMENDMENT

These Terms shall not be amended in any way save with the prior written agreement of the FA Board. Any amendment made pursuant to this Clause 10 shall be binding on the Committee Members, all employees of The Association, all members of any sub – committees of the PGB and any others acting in any capacity for the PGB whatsoever, with immediate effect.



# NATIONAL GAME BOARD

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A Committee of the Board of Directors of The Football Association (UK Registered Number: 00077797)  
Wembley Stadium, PO Box 1966, HA9 0WS

## TERMS OF REFERENCE FOR THE OPERATION OF THE THE NATIONAL GAME BOARD

### 1. INTRODUCTION

- 1.1 Pursuant to the Articles of Association (the **“Articles”**) of The Football Association (**“The Association”**), the Board of Directors of The Association (the **“FA Board”**) has resolved to establish a committee of the FA Board to be known as the National Game Board (the **“NGB”**) which will perform on behalf of the FA Board certain delegated functions in relation to the National Game in accordance with the Laws of the Game (each as defined in the Articles). The FA Board has, with the authority of the Articles provided for the due discharge by the NGB of the functions referred to above, in accordance with these terms of reference (**“Terms”**).
- 1.2 Unless otherwise defined in these Terms, words and expressions shall have the same meaning as set out in the Articles, as amended from time to time.

### 2. DEFINITIONS

In these Terms:

**“Budget”** means the operating budget for The Association, together with any forecasts, as approved by the FA Board from time to time;

**“Committee Members”** means those persons appointed or elected from time to time to the NGB in accordance with Clause 4.1;

**“Committee Secretary”** means the Director of Football Services and Director of National Game and Women’s Football, or any person on their behalf appointed by the NGB from time to time to act as the secretary of the NGB;

**“Competitions Committees Member”** means any person appointed as a representative of the National Game Competitions Committee in accordance with Clause 4.1.2;

**“Effective Date”** means 29th May 2007;

**“NG Board Committee Members”** means those persons appointed in accordance with Clause 4.1.1;

**“NGB Chairman”** means the chairman of the NGB, as appointed from time to time in accordance with Clause 7;

**“NGB Deputy Chairman”** means the deputy chairman of the NGB, as appointed from time to time in accordance with Clause 7;

**“National Game Distributions”** means that part of Distributable Surplus that shall have been allocated by the FA Board as distributions to the National Game, in accordance with the Funding Formula;

**“Director of Football Services and Director of National Game and Women’s Football”** means executive officers engaged by The Association and appointed by the FA Board, with the approval of the NGB, to act as a dedicated senior officers of the NGB; and

**“Schools’ Committee Member”** means any person appointed in accordance with Clause 4.1.3.

### 3. ESTABLISHMENT AND PURPOSE

- 3.1 The NGB is established as a committee of the FA Board and the FA Board delegates to the NGB power to undertake the following functions, subject always to Clause 4.3 of these Terms:
  - 3.1.1 making recommendations to, and implementing and monitoring policies set by, the FA Board, in relation to the promotion and raising of standards of participation in all forms of association football at all levels within the National Game, including, but without limitation, men’s football at 11-a-side levels, small sided football, futsal, youth football, schools football and disability football;

## NATIONAL GAME BOARD

- 3.1.2 making recommendations to, and implementing and monitoring policies set by, the FA Board, in relation to the raising of standards in the way that the game of association football is administered, governed and organised in the National Game, by leagues, County Associations and Other Football Associations;
  - 3.1.3 making decisions on the allocation and disbursement of the National Game Distributions and the implementing and monitoring on behalf of the FA Board of any conditions attached by the FA Board to the National Game Distributions;
  - 3.1.4 liaising and consulting with the FA Board in its consideration from time to time of the Budget in accordance with the Funding Formula, to the extent that the same affects the National Game Distributions;
  - 3.1.5 making recommendations to the FA Board of the annual fixture schedule as the same relates to the National Game, PROVIDED ALWAYS THAT the final decision on the annual fixture schedule shall remain with and be reserved to the FA Board;
  - 3.1.6 making recommendations to the FA Board on the policy that the FA Board shall adopt in relation to FIFA, UEFA, other football associations' and confederations' policies and having discussions as the same may affect or impact upon the National Game, and making recommendations to the FA Board on the persons that the FA Board shall appoint or propose to committees and panels of FIFA and UEFA which affect or impact upon the National Game;
  - 3.1.7 implementing and monitoring policies set by the FA Board relating to the development of players, and coaches in the National Game including the disbursement of funds allocated by the FA Board to such issues;
  - 3.1.8 liaising on matters of policy with any committees or other relevant bodies established in connection with refereeing, equality, child protection or any other issues insofar as they affect the National Game;
  - 3.1.9 liaising and consulting with and making recommendations to the FA Board or any matters relating to the National Game debated by the FA Board where the FA Board has asked for advice on behalf of the National Game;
  - 3.1.10 appointing members of and delegating the appropriate power to, and operating the following sub-committees and other bodies;
    - (i) the National Game Finance Committee;
    - (ii) the National Game Competitions Committee;
    - (iii) the Futsal Committee;
    - (iv) the Affiliated Associations' Committee;
    - (v) the Adult Participation and Development Committee; and
    - (vi) the Facilities Committee.
  - 3.1.11 appointing, where appropriate, National Game Representatives to the Football Regulatory Authority; and
  - 3.1.12 such other responsibilities and activities as the FA Board may from time to time decide.
- 3.2 The Association will disband its existing committees and bodies which, prior to the Effective Date, have the same functions as those listed in Clause 3.1.10 (if any), and as at the Effective Date, their respective functions will be transferred to the NGB and its sub-committees, as appropriate.

## 4. MEMBERSHIP

### 4.1 Subject to Clause 5 below, the Committee Members of the NGB shall comprise:

- 4.1.1 the NG Board Committee Members, who are the National Game Representatives elected to the FA Board from time to time in accordance with the Articles;
- 4.1.2 the Competitions Committee Member, who is appointed in writing by the National Game Competitions Committee, when and if so established by the NGB;
- 4.1.3 the Schools' Committee Member, who is appointed in writing by both The English Schools' Football Association and The Independent Schools' Football Association from time to time, acting jointly for the purpose of making such appointment. Where they are unable to agree, the FA Board shall determine who shall act as the Schools' Committee Member; and
- 4.1.4 eight (8) Council Committee Members, who are elected by Council from the National Game Representatives from time to time in accordance with the Articles

### 4.2 The following shall be entitled to receive notice of, attend and speak at meetings of the NGB but shall not be entitled to vote on any matters at such meetings:

- 4.2.1 the Chairman of The Association;
- 4.2.2 the Chief Executive of The Association;
- 4.2.3 the senior financial officer of The Association;
- 4.2.4 the Company Secretary of The Association;
- 4.2.5 the Football Participation and Development Director;
- 4.2.6 a person from an under-represented group with a protected characteristic as appointed by the NGB from time to time; and
- 4.2.7 any other National Game Representative as agreed by the NGB Chairman from time to time.

### 4.3 Subject to Clause 8 of these Terms, the Committee Members may exercise all such powers of the NGB, and do on behalf of the NGB all such acts as may be exercised and done by the NGB, and as are not by statute or by the FA Board or these Terms required to be exercised or done by Council, the shareholders of The Association or the FA Board or in some other manner, PROVIDED NEVERTHELESS THAT the NGB may do nothing which contravenes or is inconsistent with: (i) any policy or decision of the FA Board; (ii) the Budget; (iii) the Funding Formula; (iv) the National Game Distributions (and any conditions attached by the FA Board thereto); or (v) any provision of the Memorandum of Association of The Association, the Articles, the Standing Orders, the Rules or any other rules and regulations of The Association, FIFA and/or UEFA in force from time to time or any other agreement entered into by The Association with the agreement of the FA Board or under a general power delegated by the FA Board.

### 4.4 The Committee Members for the time being may act notwithstanding any vacancy in their number but, if there are fewer than the number fixed as the quorum, the continuing Committee Members or Committee Member may act only for the purpose of procuring that vacancies are filled

### 4.5 In addition, and without prejudice to any other powers hereby or by law conferred on the NGB, the NGB may from time to time and for such period and to such extent and generally on such terms as the Committee Members shall think fit, delegate to any Committee Member or Committee Members and/or any other employee of The Association engaged in or in connection with the management, administration, organisation and conduct of the affairs of the NGB, (including, for the avoidance of doubt, the Director of Football Services and Director of National Game and Women's Football) any powers and duties of the NGB as may be reasonable.

## NATIONAL GAME BOARD

### 5. APPOINTMENT, RETIREMENT, DISQUALIFICATION AND REMOVAL OF COMMITTEE MEMBERS

- 5.1 Subject to Clauses 5.2 and 5.3, the terms of office of each of the Committee Members is as follows:
- 5.1.1 NG Board Committee Members shall each hold office for so long as they are elected to the FA Board;
  - 5.1.2 the terms of office of the Council Committee Members are as set out in the Articles. For the avoidance of doubt, as on the Effective Date, the terms of office of each of the Council Committee Members shall continue as they were prior to the Effective Date and shall not be considered interrupted for the purposes of determining who is due to retire and when;
  - 5.1.3 the Schools' Committee Member shall hold office for so long as the English Schools' Football Association and the Independent Schools' Football Association acting jointly decide. Where there is no agreement, the FA Board shall determine when such person is to retire; and
  - 5.1.4 the Competitions Committee Member shall hold office for so long as the National Game Competitions Committee decides
- 5.2 Any provisions relating to the appointment and retirement of a Committee Member are as set out in the Articles PROVIDED THAT no person is appointed as a Committee Member:
- 5.2.1 unless he has attained the age of 18 years; or
  - 5.2.2 in circumstances such that, had he already been a Committee Member, he would have been disqualified from acting under the provisions of Clause 5.3.
- 5.3 Any provisions relating to the disqualification and removal of a Committee Member shall be as set out in the Articles and furthermore, the office of a Committee Member shall be vacated if:
- 5.3.1 the Committee Members resolve that he shall be removed as a Committee Member; or
  - 5.3.2 by notice in writing to the FA Board, he resigns from the NGB; or
  - 5.3.3 being a NG Board Committee Member, he is removed from or vacates his office as a National Game Representative on the FA Board; or
  - 5.3.4 being a Council Committee Member, he is removed from or vacates his office as a National Game Representative; or
  - 5.3.5 being a Competitions Committee Member, he is removed in writing by the National Game Competitions Committee; or
  - 5.3.6 being a Schools' Committee Member, he is removed in writing by a joint decision of The English Schools' Football Association and The Independent Schools' Football Association, or where appropriate, the FA Board; or
  - 5.3.7 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - 5.3.8 being a director, he ceases to hold office as director of any company by reason of any order made under the Company Directors Disqualification Act 1986, as amended from time to time; or
  - 5.3.9 he is absent from three consecutive meetings of the NGB without the consent of the NGB Chairman and the FA Board resolves that he should cease to hold office; or
  - 5.3.10 he dies or becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs; or
  - 5.3.11 he no longer complies with the provisions of any regulations of The Association relating to "Fit and Proper Persons" as shall be in force from time to time pursuant to paragraph J(1)(f) of the Rules; or

- 5.3.12 he is subject of a decision of The Association, UEFA or FIFA that he be suspended permanently or for a specified period from taking part in football management and/or football administration and/or any football related activity pursuant to any applicable disciplinary provisions under the rules or statutes of UEFA or FIFA (as appropriate).
- 5.3.13 he has attained the age of seventy five years, save that a serving Committee Member shall retire at the conclusion of the last meeting of the NGB to take place prior to the Summer Meeting after attaining the age of seventy five years.

### 6. PROCEEDINGS OF THE NGB

- 6.1 The NGB may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, PROVIDED THAT such meetings are held ideally once per month and at least six times during every calendar year. Unless otherwise determined in writing by the FA Board, a minimum of eight Committee Members shall be a quorum, which must comprise at least two NG Board Committee Members and two Council Committee Members and either the NGB Chairman or the NGB Deputy Chairman must be present in person. Questions arising at any meeting shall be decided by a majority of votes and in cases of equality of votes, the chairman of the meeting shall have a second or casting vote.
- 6.2 On the written request of either the NGB Chairman or two Committee Members, the Committee Secretary shall, at any time, summon a meeting of the NGB by written notice served upon all Committee Members.
- 6.3 A meeting of the NGB at which a quorum is present shall be competent to exercise all the authorities, powers and discretions for the time being vested in the NGB generally under these Terms.
- 6.4 The NGB may delegate any of its powers to committees consisting of such Committee Member or Committee Members or employees of The Association or others as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the NGB. The meetings and proceedings of any such committee shall be governed by regulations made by the NGB (if any).
- 6.5 All acts bona fide done by any meeting of the NGB or of any committee of the NGB, or by any person acting as a member of the NGB or a committee thereof, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Committee Member or member of the committee as the case may be.
- 6.6 All or any of the Committee Members or of the members of any committee of the NGB may participate in a meeting of the NGB or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.
- 6.7 The NGB shall cause proper minutes to be made of all appointments made by the NGB and of the proceedings of all meetings of the NGB and of committees of the NGB, and all business transacted at such meetings, which minutes shall be made available to the FA Board and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated. The NGB shall make available to Council the minutes of any such meetings which shall inform Council of the matters deliberated at any such meetings and any decisions taken, but the NGB Chairman shall be able to determine if any matters need not be summarised to Council due to confidentiality, commercial sensitivity or by reason of law or statute.

## NATIONAL GAME BOARD

- 6.8** A resolution in writing signed by all the Committee Members or by all the members for the time being of any committee of the NGB who are entitled to receive notice of a meeting of the NGB or of such committee shall be as valid and effectual as if it had been passed at a meeting of the NGB or of such committee duly convened and constituted, as the case may be. Any such written instrument may be in several parts each signed by one or more Committee Members or members of the committee as the case may be.

### **7. NGB CHAIRMAN**

- 7.1** The NGB Chairman shall be appointed by and from among the Committee Members for a term of one year. Upon expiry of his first period of office, he shall be eligible for re-appointment for further terms of one year each. For the avoidance of doubt, the entirety of this Clause 7.1 is subject to Clause 7.2 below.
- 7.2** The NGB Chairman shall cease to hold such appointment forthwith upon ceasing to be a Committee Member.
- 7.3** The Committee Members may at any other time appoint a person to be the NGB Chairman from among the Committee Members in order to fill a vacancy arising. Any such NGB Chairman appointed in accordance with this Clause 7.3 is to retire at the time the vacating NGB Chairman would otherwise have retired, subject to Clause 7.2 above.
- 7.4** The NGB Deputy Chairman shall be appointed by and from among the Committee Members for a term of one year. Upon expiry of his first period of office, he shall be eligible for re-appointment for further terms of one year each, PROVIDED THAT he shall cease to hold such appointment forthwith upon ceasing to be a Committee Member.
- 7.5** The NGB Chairman shall preside as chairman at all meetings of the Committee Members at which he shall be present, but if he is not present within fifteen minutes after the time appointed for holding a meeting or is unwilling to preside, the NGB Deputy Chairman shall preside, and if he is not present at that time or is unwilling to preside, those Committee Members present shall choose one of the other Committee Members to preside at that meeting.

### **8. RESTRICTIONS**

The NGB will not authorise or commit The Association to expenditure in excess of the National Game Distributions, nor borrow from any source nor pledge nor grant any security or right over any of the assets of The Association to any third party, without the prior written consent of the FA Board.

### **9. AMENDMENT**

These Terms shall not be amended in any way save with the prior written agreement of the FA Board. Any amendment made pursuant to this Clause 9 shall be binding on the Committee Members, all employees of The Association, all members of any sub-committees of the NGB and any others acting in any capacity for the NGB whatsoever, with immediate effect.

# FOOTBALL REGULATORY AUTHORITY

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A Division of The Football Association (UK Registered Number: 77797)  
Wembley Stadium, PO Box 1966, HA9 0WS

## TERMS OF REFERENCE FOR THE COMPOSITION AND OPERATION OF THE FOOTBALL REGULATORY AUTHORITY

### 1. INTRODUCTION

- 1.1 Pursuant to the Articles of Association (the **“Articles”**) and the Standing Orders (the **“Standing Orders”**) of The Football Association (**“The Association”**), the Council of The Association (**“Council”**) has established The Football Regulatory Authority (the **“FRA”**) as a division of The Association in order to perform the regulatory, disciplinary and rule-making functions in relation to the game of association football played in England in accordance with the Laws of the Game, as defined in the Articles. Council has provided for the due discharge by the FRA of its functions as referred to above, in accordance with these terms of reference.
- 1.2 Unless otherwise defined in these terms of reference (the **“Terms”**), words and expressions shall have the same meaning as set out in the Articles or the Rules of The Association as amended from time to time.

### 2. DEFINITIONS

In these Terms:

**“Appeal Board”** means any appeal board drawn from the Judicial Panel;

**“Appeal Board Chairman Panel”** means the panel of individuals from whom the chair of an Appeal Board is drawn;

**“Council Commissioners”** means those Members of Council who are appointed in accordance with Clauses 4.1.1, 4.1.2, 5.1 and 5.3

**“CR Officer”** means the person who is employed by The Association in accordance with Clause 4.5;

**“Effective Date”** means 29th May 2007;

**“FRA Budget”** means the budget for the establishment, development and operation of the FRA, as approved by the Board from time to time;

**“FRA Chairman”** means the chairman of the FRA, as appointed by the FRA Commissioners from time to time in accordance with Clause 8;

**“FRA Commissioners”** means the Council Commissioners and the Non-Council Commissioners;

**“Judicial Panel”** means the judicial panel established by Council from time to time;

**“Non-Council Commissioners”** means those individuals who are not Members of Council and who are appointed by the Council Commissioners from time to time to be FRA Commissioners in accordance with Clauses 4.1.3, and 5.4

**“Regulatory Commission”** means any regulatory commission drawn from the Judicial Panel.

### 3. FRA ESTABLISHMENT AND PURPOSE

- 3.1 The FRA is established by Council as a division of The Association in order to be the regulatory, disciplinary and rule-making authority of The Association, and Council delegates to the FRA powers to administer and exercise on behalf of The Association the powers and functions of The Association contained in Rules E to L (inclusive) and without limitation, to undertake the following with effect from the Effective Date:
  - 3.1.1 formulating, proposing amendments to and publishing the Rules or any other relevant rule or regulation of The Association and any changes to them from time to time;
  - 3.1.2 making recommendations to Council in respect of changes made to these Terms and the terms of reference of the Judicial Panel;

- 3.1.3 monitoring compliance with and detecting breaches or possible breaches of the Rules, the Laws of the Game, the statutes and regulations of UEFA and FIFA, the rules and regulations of each Affiliated Association and Competition or any other rule or regulation of The Association, or offences or possible offences under any of them;
  - 3.1.4 being responsible for disciplinary matters as provided for in the Rules and otherwise (save for those which Council or any of its committees is empowered to decide, or which are reserved for a Regulatory Commission and/or an Appeal Board) including but not limited to taking appropriate measures to detect, inquire into, investigate and prosecute breaches or possible breaches of the Rules, the Laws of the Game, the statutes and regulations of UEFA and FIFA, the rules and regulations of each Affiliated Association and Competition or any other rule or regulation of The Association, or offences or possible offences under any of them, and taking appropriate steps to enforce, apply and operate penalties and remedies in respect of any of them;
  - 3.1.5 reviewing, considering and advising on the independence and suitability of members of the Judicial Panel, the Appeal Board Chairman Panel and those persons appointed to Regulatory Commissions and Appeal Boards;
  - 3.1.6 convening and administering as may be necessary all commissions or appeal committees of The Association pursuant to the Rules and the regulations of The Association, except any Regulatory Commissions or Appeal Boards (for which see Clause 3.1.8);
  - 3.1.7 appointing members of and delegating the appropriate power to, and co-ordinating and controlling the operation of the following sub-committees and other bodies;
    - (i) a Rules and Regulations Sub-Committee;
    - (ii) a Compliance Monitoring Group;
    - (iii) a Disciplinary Sub-Committee;
    - (iv) a Judicial Panel Monitoring Group; and
    - (v) ad hoc Working Groups as established by the FRA from time to time.
  - 3.1.8 administering, but not delegating to or being responsible for the following bodies:
    - (i) all Regulatory Commissions; and
    - (ii) all Appeals Boards; and
  - 3.1.9 such other responsibilities and activities as Council may from time to time decide.
- 3.2 The Association shall disband its existing committees and bodies, which currently have the same functions as those listed in Clause 3.1.7 (if any, and including but not limited to the full Disciplinary Committee, the Disciplinary Sub-Committee and the Rules Committee) and their respective functions will be transferred to the FRA and its corresponding sub-committees and bodies, as appropriate, with effect from the Effective Date.

#### 4. MANAGEMENT

- 4.1 Subject to Clauses 5 and 6 below, the FRA shall be managed by the FRA Commissioners consisting of:
  - 4.1.1 up to four Council Commissioners who are National Game Representatives and who are appointed by the National Game Board ("NG Commissioners");
  - 4.1.2 up to four Council Commissioners who are Professional Game Representatives and who are appointed by the Professional Game Board ("PG Commissioners"); and



- 4.1.3 up to four independent Non-Council Commissioners (“Independent Non-Council Commissioners or INCC”) who are nominated by the Chief Regulatory Officer (“CRO”) and appointed by majority vote of the Commissioners present at the FRA meeting at which the nomination is presented by the CRO. A person qualifies for such appointment if he/she is not, and has at no time in the immediately preceding three years been, a Member of Council.
- 4.2 The FRA Commissioners may exercise all such powers of the FRA, and on behalf of the FRA may carry out all such acts as may be exercised and done by the FRA, save for those which pursuant to these Terms, statute, the Rules and the regulations of The Association are prescribed to be authorised and/or exercised by Council, the shareholders of The Association or the Board of Directors of The Association or in some other manner, and PROVIDED NEVERTHELESS THAT the FRA may do nothing which contravenes or is inconsistent with any provision of the Memorandum of Association of The Association, the Articles, the Standing Orders, the Rules or the FRA Budget.
- 4.3 The FRA Commissioners for the time being may act notwithstanding any vacancy in their number but, if there are fewer FRA Commissioners than the number fixed as the quorum, the continuing FRA Commissioners or FRA Commissioner may act only for the purpose of procuring that vacancies are filled.
- 4.4 In addition, and without prejudice to any other powers hereby or by law conferred on the FRA, the FRA Commissioners may from time to time and for such period and to such extent and generally on such terms as the FRA Commissioners shall think fit, delegate to any FRA Commissioner or FRA Commissioners and/or any other employee of The Association or other person or persons engaged in or in connection with the management, administration, organisation and conduct of the affairs of the FRA, any powers and duties of the FRA Commissioners.
- 4.5 There shall be a CRO who will be a full-time employee of The Association and who shall be responsible for the day to day management of the FRA on behalf of the FRA Commissioners.
- 5.6 Pursuant to the FRA Budget, each FRA Commissioner may be paid an attendance allowance in respect of his/her attendance at meetings of the FRA Commissioners at the level determined by the Board, together with reimbursement of reasonable out-of-pocket expenses.

## 5. APPOINTMENT AND RETIREMENT OF FRA COMMISSIONERS

- 5.1 Subject to Clauses 5.3, 5.4 and 6, the FRA Commissioners may hold office for the following terms from the start of the first FRA Meeting after the Council Summer Meeting in July 2010:
- 5.1.1 two NG Commissioners may each hold office for a first term of three years and thereafter subject to Clause 5.6, shall be eligible for re-appointment for further terms of three years each.
- 5.1.2 two remaining NG Commissioners may each hold office for a first term of two years and thereafter, subject to Clause 5.6 shall be eligible for re-appointment for further terms of three years each.
- 5.1.3 two PG Commissioners may each hold office for a first term of three years and thereafter, subject to Clause 5.6 shall be eligible for re-appointment for further terms of three years each.
- 5.1.4 two remaining PG Commissioners may each hold office for a first term of two years and thereafter subject to Clause 5.6 shall be eligible for re-appointment for further terms of three years each.
- 5.1.5 two INCC may each hold office for a first term of three years and thereafter, subject to Clause 5.6 shall be eligible for reappointment pursuant to the mechanism set out in Clause 4.1.3 above, for a further term of four years each.
- 5.1.6 two remaining INCC may each hold office for a first term of two years and thereafter, subject to Clause 5.6 shall be eligible for reappointment, pursuant to the mechanism set out in Clause 4.1.3 above for a further term of four years each.

## FOOTBALL REGULATORY AUTHORITY

- 5.2 The identities of the NG Commissioners, PG Commissioners, the INCC and any proposed Commissioners shall be available from the CRO.
- 5.3 The National Game Board or the Professional Game Board may at any time appoint a NG Commissioner or a PG Commissioner respectively, in order to fill a vacancy arising due to early retirement, removal or otherwise of their Commissioners. Any such Council Commissioners appointed thereby shall hold office for the terms set out in Clause 5.1 above. Such term shall be deemed to extend to the remainder of the current season in which the appointment becomes necessary in addition to the number of years of the term set out in Clause 5.1.
- 5.4 The FRA may at any time appoint an eligible person to be a INCC in order to fill a vacancy arising due to early retirement, removal or otherwise of an INCC. The eligible person shall be nominated by the CRO and appointed by majority vote of the Commissioners present at the FRA meeting at which the nomination is presented by the CRO. A person qualifies for such appointment if he/she is not and has at no time in the immediately preceding three years been a member of Council.
- 5.5 At the end of the respective terms set out herein, the relevant FRA Commissioners shall be deemed to have retired from office at the Council Summer Meeting in each year subject to re-election or re-appointment as applicable.
- 5.6 No person may be appointed as a FRA Commissioner:
  - 5.6.1 unless he/she has attained the age of 18 years; or
  - 5.6.2 in circumstances such that, had he/she already been a FRA Commissioner, he/she would have been disqualified from acting under the provisions of Clause 6.

### 6. DISQUALIFICATION OF FRA COMMISSIONERS

The office of a FRA Commissioner shall be vacated forthwith if:

- 6.1 by notice in writing to the FRA Commissioners he/she resigns from the FRA (but only if at least two FRA Commissioners remain in office when the notice of resignation is to take effect); or
- 6.2 being a NG Commissioner or PG Commissioner, he/she ceases to be a Member of Council; or
- 6.3 being a PG Commissioner, he/she is removed from the office of PG Commissioner by the PGB; or
- 6.4 being a NG Commissioner, he/she is removed from the office of NG Commissioner by the NGB; or
- 6.5 being an INCC he/she becomes a Member of Council; or
- 6.6 he/she becomes bankrupt or makes any arrangement or composition with his/her creditors generally; or
- 6.7 being a director, he/she ceases to hold office as director of any company by reason of any order made under the Company Directors Disqualification Act 1986, as amended from time to time; or
- 6.8 he/she is absent from three consecutive meetings of the FRA Commissioners without the consent of the FRA Chairman and the FRA resolves that he/she should cease to hold office; or
- 6.9 he/she dies or becomes incapable by reason of mental disorder, illness or injury of managing and administering his/her own affairs; or
- 6.10 he/she no longer complies with the provisions of any regulations of The Association relating to "Fit and Proper Persons" or equivalent provisions as shall be in force from time to time; or
- 6.11 he/she is subject of a decision of The Association, UEFA or FIFA that he/she be suspended permanently or for a specified period from taking part in football management and/ or football administration and/ or any football related activity pursuant to any applicable disciplinary provisions under the rules or statutes of UEFA or FIFA (as appropriate); or
- 6.12 he/she is convicted of any criminal offence other than any minor motoring or similar offence that cannot reasonably damage the reputation of the FRA or The Association; or

- 6.13 he/she is subject to a carried vote in the FRA of no confidence in that Commissioner and asking for a decision of the FRA to remove that Commissioner from office immediately or as from a specified time and date. The vote of no confidence requires that each Commissioner has been given notice of the vote by the CRO, or his/her nominee. The vote shall be held within 7 days of such notice being given to Commissioners such period to be determined by the Chairman. The vote of no confidence requires a vote of at least eight Commissioners having no confidence in that Commissioner. The reasons for the Commissioners voting that the CRO and/or Commissioner(s) has no confidence in the other Commissioner might be various, such as, but without being exhaustive, an inability to continue with the role of a Commissioner, improper or unreasonable behaviour or misconduct. The FRA shall record any exceptional circumstance, the reasons for seeking the vote of no confidence and the reasons for passing the vote of no confidence and deciding to remove that Commissioner from office.

### 7. PROCEEDINGS OF THE FRA COMMISSIONERS

- 7.1 The FRA Commissioners may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, PROVIDED THAT such meetings are held at least six times during every year. Unless otherwise determined in writing by Council, six FRA Commissioners shall be a quorum, of which two shall be NG Commissioners, two shall be PG Commissioners and two shall be INCCs. Questions arising at any meeting shall be decided by a majority of votes and in cases of equality of votes, the chairman of the meeting shall have a second or casting vote. A meeting shall be deemed to be quorate where it would have satisfied the above requirements were it not for a Commissioner/ Commissioners being ineligible to vote and/or be present due to a conflict of interest.
- 7.2 A FRA Commissioner shall disclose to the other FRA Commissioners and not vote on any matter in which he/she has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the FRA. A FRA Commissioner shall not be counted in the quorum present at a meeting in relation to a resolution on which he/she is not entitled to vote. A FRA Commissioner shall not be present at any part of a meeting where his/her appointment or ceasing to act as a FRA Commissioner is discussed.
- 7.3 The FRA Chairman or three FRA Commissioners may at any time by written notice require the CRO to summon a Meeting of the FRA Commissioners as soon as it is practicable.
- 7.4 A meeting of the FRA Commissioners at which a quorum is present shall be competent to exercise all the authorities, powers and discretions for the time being vested in the FRA Commissioners generally under these Terms.
- 7.5 The FRA Commissioners may delegate any of their powers to committees consisting of such FRA Commissioner or FRA Commissioners or employees of The Association or others as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the FRA Commissioners. The meetings and proceedings of any such committee shall be governed by regulations made by the FRA Commissioners.
- 7.6 All acts bona fide done by any meeting of the FRA Commissioners or of any committee of the FRA Commissioners, or by any person acting as a committee member, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a FRA Commissioner or member of the committee as the case may be.
- 7.7 All or any of the FRA Commissioners or of the members of any committee of the FRA Commissioners may participate in a meeting of the FRA Commissioners or that committee (as the case may be) by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.

## FOOTBALL REGULATORY AUTHORITY

- 7.8 The FRA Commissioners shall cause proper minutes to be made of all appointments made by them and of the proceedings of all meetings of the FRA Commissioners and of committees of the FRA Commissioners, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
- 7.9 A resolution in writing signed by all the FRA Commissioners or by all the members for the time being of any committee of the FRA Commissioners who are entitled to receive notice of a meeting of the FRA Commissioners or of such committee shall be as valid and effectual as if it had been passed at a meeting of the FRA Commissioners or of such committee duly convened and constituted, as the case may be. Any such written instrument may be in several parts each signed by one or more FRA Commissioner(s) or member(s) of the committee as the case may be.

### 8. FRA CHAIRMAN AND VICE CHAIRMAN

- 8.1 The FRA Chairman shall be appointed by and from among the FRA Commissioners for a term of three years unless he/she resigns from the chair or ceases to be a FRA Commissioner.
- 8.2 Upon the expiry of his/her first period of office, the FRA Chairman shall be eligible for re-appointment for a further term of three years. The FRA Chairman shall be eligible for one further term of one year commencing from the start of the first FRA meeting following the 2013 Council Summer Meeting to the 2014 Council Summer Meeting.
- 8.3 The FRA Commissioners may at any other time appoint one of their number to be the FRA Chairman in order to fill a vacancy arising due to early retirement, removal or otherwise. Any such FRA Chairman appointed in accordance with this Clause 8.3 shall retire at the time the vacating FRA Chairman would otherwise have retired, subject to Clause 8.1 above.
- 8.4 A Vice Chairman of the FRA shall be appointed by the FRA Commissioners from amongst the FRA Commissioners, to hold office for three years and upon expiry of such period shall be eligible for re-appointment for a further three year term. The FRA Vice-Chairman shall be eligible for one further term of one year commencing from the start of the first FRA meeting following the 2013 Council Summer Meeting to the 2014 Council Summer Meeting. The FRA Vice-Chairman shall cease to hold such appointment forthwith upon ceasing to be a FRA Commissioner or he/she resigns from the vice chair.
- 8.5 The FRA Chairman shall preside as chairman at all meetings of the FRA Commissioners at which he/she shall be present, but if he/she is not present within fifteen minutes after the time appointed for holding a meeting or is unwilling to preside the Vice Chairman of the FRA appointed pursuant to Clause 8.4 shall preside, and if he/she is not present at that time or is unwilling to preside, those FRA Commissioners present shall choose one of the other FRA Commissioners to preside at that meeting.

### 9. FINANCES

- 9.1 The FRA Commissioners shall annually submit a budget to the Board for the purposes of the FRA Budget which shall (without limitation) include expenses of the Judicial Panel.
- 9.2 The FRA Commissioners shall enable The Association's finance department to keep proper books of account to enable accounts to be prepared which comply with the requirements of The Association.

### 10. AMENDMENT AND DISSOLUTION

- 10.1 These Terms shall not be amended in any way save with the written agreement of Council. Any amendment made pursuant to this Clause 10.1 shall be binding on the FRA Commissioners, all employees of The Association and committee members of the FRA and any others acting in any capacity for the FRA whatsoever, with immediate effect.
- 10.2 The Council may, at any time, dissolve or withdraw any of the powers of the FRA.

# THE JUDICIAL PANEL

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A Division of The Football Association  
(UK Registered Number: 77797)  
Wembley Stadium, London, HA90WS

## TERMS OF REFERENCE FOR THE COMPOSITION AND OPERATION OF THE JUDICIAL PANEL

### 1. INTRODUCTION

- 1.1 Pursuant to the Articles of Association (the **“Articles”**) and the Standing Orders (the **“Standing Orders”**) of The Football Association (**“The Association”**) the Council of The Association (**“Council”**) has established the Judicial Panel (the **“Judicial Panel”**) from which individuals shall be drawn to sit on regulatory commissions and on appeal boards against decisions of a Regulatory Commission in connection with the game of association football played in England. Council has provided for the due discharge by the Judicial Panel of its function as referred to above, in accordance with these terms of reference.
- 1.2 Unless otherwise defined in these terms of reference (the **“Terms”**), words and expressions shall have the same meaning as set out in the Articles or the Rules of The Association as amended from time to time.

### 2. DEFINITIONS

In these Terms:

**“Appeal Board”** means any appeal board drawn from the Judicial Panel in order to hear appeals from a Regulatory Commission or otherwise;

**“Appeal Board Chairs’ Panel”** means the panel of individuals comprising Barristers or Solicitors of seven or more years’ standing and from whom a chair of each Appeal Board shall be drawn pursuant to Clauses 5 and 7.3;

**“Chairs’ Panel”** means any member selected from the Council Panel Members list or the Football Panel Members list or the Specialist Panel list to be appointed as a Chair of Regulatory Commissions;

**“Compliance Monitoring Group”** means any compliance monitoring group established by the FRA from time to time;

**“Council Panel Members”** means those individuals who are appointed by the Committees Appointment Panel of Council from among Members of Council from time to time by the JPMG to be Panel Members in accordance with Clauses 4.1.1 and 4.2 to 4.4;

**“Effective Date”** means 1st July 2019;

**“Football Panel Members”** means those individuals with appropriate experience of the game of association football who are appointed from time to time by the FRA to be Panel Members in accordance with Clauses 4.1.3, 4.2 and 4.5;

**“FRA”** means The Football Regulatory Authority of The Association;

**“FRA Budget”** means the budget for the establishment, development and operation of the FRA, including the expenses of the Judicial Panel, as approved by the Board from time to time;

**“FRA Chair”** means the chair of the FRA appointed from time to time;

**“FRA Commissioner”** means any person who is appointed as a commissioner of the FRA from time to time;

**“Independent”** For the purposes of being selected to sit as a member of a Regulatory Commission or an Appeal Board, **“Independent”** shall mean a person who at the time of his appointment (or at any time up to three years prior thereto):

## THE JUDICIAL PANEL

- shall not be or have been a Member of Council;
- shall not be or have been an employee, director or officer of, nor have or have had a Material Business Relationship with, the appellant or the respondent in the appeal proceedings;
- shall not be or have been an employee, director or officer of, nor have or have had a Material Business Relationship with, a Participant who the Judicial Panel Chair reasonably considers to have a material interest in the outcome of the appeal proceedings.

Further, in accepting an appointment as an “Independent” member of the Regulatory Commission or an Appeal Board, the person shall confirm to the Judicial Panel Chair or its nominee that there are no circumstances known to them likely to give rise to any justified doubts as to his independence.

Save in the case of willful disregard for these criteria the question of whether a person is Independent shall not be capable of challenge.

**“Judicial Panel Chair”** means the chair of the Judicial Panel, as appointed by the FRA from time to time in accordance with Clause 9;

**“Judicial Panel Monitoring Group”** means the group of that name established by the FRA;

**“Legal Panel Members”** means professionally qualified Barristers or Solicitors and/or appropriately experienced individuals who are appointed from time to time by the FRA and/or the Judicial Panel Monitoring Group to be Panel Members.

**“Material Business Relationship”** means as between an individual and the relevant body, a significant commercial relationship including but not limited to one under which the individual receives from the body, payment of remuneration by fees or rent or otherwise (save for properly incurred expenses). **“Individual”** includes any person connected with that individual as a spouse, civil partner, widow, widower, former spouse, former civil partner, parent, step or adopted parent, grandparent, child, step child, adopted child, descendant, qualifying co-habitant or next-of-kin;

**“Panel Members”** means together, the Council Panel Members, the Football Panel Members and the Specialist Panel Members and the Legal Panel Members of the Judicial Panel from time to time;

**“Regulatory Commission”** means any regulatory commission drawn from the Judicial Panel from time to time in order to hear cases and pre-hearings from the FRA or otherwise; and

**“Specialist Panel Members”** means professionally qualified and/or appropriately experienced individuals (who, if Barristers or Solicitors, shall be of seven or more years’ standing) who are appointed from time to time by the FRA to be Panel Members in accordance with Clauses 4.1.3, 4.2 and 4.5.

### 3. ESTABLISHMENT AND PURPOSE OF THE JUDICIAL PANEL

- 3.1 The Judicial Panel was established by Council as the group of individuals from which Regulatory Commissions and Appeal Boards will be drawn by the Judicial Panel Chair or its nominee, to hear cases or appeals in connection with disciplinary and other regulatory processes of The Association.
- 3.2 Council delegates to the Judicial Panel the power to undertake the following functions:
  - 3.2.1 establishing, and appointing individuals to sit on, Regulatory Commissions and Appeal Boards;
  - 3.2.2 appointing members of, delegating the appropriate power to, and co-ordinating and controlling the operation of any sub-committees and other bodies or persons, as necessary; and
  - 3.2.3 such other responsibilities and activities as Council may from time to time decide.
- 3.3 Any hearings, appeals, deliberations or proceedings of any description held pursuant to or arising from the operation of the Rules and regulations of The Association which are in progress as at the Effective Date shall continue thereafter and those authorised by The Association prior to the Effective Date to hear such proceedings shall continue to be fully competent to complete the business in

## THE JUDICIAL PANEL

question thereafter using the application of the Rules and regulations of The Association in force immediately prior to the Effective Date.

### 4. THE JUDICIAL PANEL

- 4.1 Subject to Clauses 4.6 and 8, the Judicial Panel will consist of five categories of Panel Member as follows:
  - 4.1.1 Council Panel Members;
  - 4.1.2 Legal Panel Members who are appointed by the Judicial Panel Monitoring Group and/or the FRA;
  - 4.1.3 Football Panel Members who are appointed by the Judicial Panel Monitoring Group and/or the FRA;
  - 4.1.4 Chairs' Panel, including the Judicial Panel Chair, who are appointed by the FRA to sit as Chairs of Regulatory Commissions; and
  - 4.1.5 Specialist Panel Members, who shall not be, and shall not have been at any time in the immediately preceding three years, a Member of Council.
- 4.2 Subject to Clauses 4.6 and 8, each Council Panel Member shall hold office for a year and shall be eligible for further terms. Subject to Clauses 4.6 and 8, each Legal Panel Member, Football Panel Member and each Specialist Panel Member shall hold office for a term of three years and shall be eligible for further terms. Panel Members are not subject to retirement by rotation.
- 4.3 The Committees Appointment Panel shall at each Summer Meeting of Council appoint the Council Panel Members.
- 4.4 The Council Panel Members of the time being may at any other time appoint a Member of Council to be a Council Panel Member in order to fill a vacancy arising, due to early retirement, removal or otherwise, between Summer Meetings of Council. Any such Council Panel Member appointed in accordance with this Clause 4.4 shall remain in office until the next following Summer Meeting and thereafter shall be subject to the appointment process as referred to in Clause 4.3 above.
- 4.5 The FRA may at any other time appoint a person to be a Legal Panel Member, Football Panel Member, a Specialist Panel Member or a member of the Chairs' Panel, as appropriate, in order to fill any vacancies arising due to early retirement, removal, necessity or otherwise. Any such Legal Panel Member, Football Panel Member, Specialist Panel Member or member of the Chairs' Panel appointed in accordance with this Clause 4.5 shall retire at the time when the respective vacating Legal Panel Member, Football Panel Member or Specialist Panel Member would otherwise have retired but shall be eligible for further re-appointment. For the purposes of Clause 4.2, if s/he is re-appointed, their first term of office shall be deemed to have commenced on the date on which they were re-appointed pursuant to this Clause 4.5.
- 4.6 No person may be appointed as a Panel Member:
  - 4.6.1 unless they have attained the age of 18 years; or
  - 4.6.2 in circumstances such that, had they already been a Panel Member, they would have been disqualified from acting under the provisions of Clause 8; or
  - 4.6.3 if they have at any time in the twelve months prior to their appointment been personally employed or otherwise engaged in any capacity by the FRA, other than as an FRA Commissioner PROVIDED THAT a FRA Commissioner shall not be eligible to be a Panel Member if they are or have at any time in the twelve months prior to their appointment been, a member of the Compliance Monitoring Group.

## THE JUDICIAL PANEL

### 5. APPEAL BOARD CHAIRS' PANEL

- 5.1 The Appeal Board Chairs' Panel shall consist of Specialist Panel Members.
- 5.2 Any vacancies shall be filled by the FRA. No person who has been a member of the Board or Member of Council within the previous five years shall be eligible. Only members or former members of the judiciary, Queen's Counsel, junior Barristers or Solicitors of more than 10 years standing shall be eligible.
- 5.3 Subject to Clause 5.4 below, members of the Appeal Board Chairs' Panel shall be eligible for re-election every 4 years.
- 5.4 The appointment of a member of the Appeal Board Chairs' Panel shall cease if:
  - 5.4.1 by notice in writing to the Judicial Panel Chair, he or she resigns from the Appeal Board Chairs' Panel; or
  - 5.4.2 becomes bankrupt or makes any arrangement or composition with their creditors; or
  - 5.4.3 being a director, they cease to hold office as director of any company by reason of any order made under the Company Directors Disqualification Act 1986, as amended from time to time; or
  - 5.4.4 if being a practising Solicitor or Barrister, they are struck off the Roll of Solicitors or suspended from practice by the Solicitors Disciplinary Tribunal or disqualified, suspended or struck off by the Bar Council (as the case may be) for any reason; or
  - 5.4.5 they die or become incapable by reason of mental disorder, illness or injury of managing and administering their own affairs; or
  - 5.4.6 they no longer comply with the provisions of any regulations of The Association relating to "Fit and Proper Persons" as shall be in force from time to time pursuant to paragraph J(1)(f) of the Rules; or
  - 5.4.7 they are convicted of any criminal offence other than any minor motoring or similar offence that cannot reasonably damage the reputation of the Judicial Panel or The Association.

### 6. REGULATORY COMMISSIONS

- 6.1 The powers in the Rules and the regulations of The Association to impose penalties or other orders for Misconduct (as defined in the Rules), and the power to impose an interim suspension order before charge pursuant to Rule E16, where possible Misconduct is alleged or under investigation, shall be exercised by a Regulatory Commission, save for the imposition of those penalties or other order for Misconduct which the Council decides, or the Rules and the regulations of The Association deem are matters reserved for the FRA. Each Regulatory Commission shall be established by the Judicial Panel Chair, or in its absence, its nominee, pursuant to Clauses 3.1 and 3.2.
- 6.2 Subject to Clause 6.3, the composition of any Regulatory Commission established for a hearing shall be determined by the Judicial Panel Chair or its nominee applying a selection policy established by the Judicial Panel Chair and the FRA PROVIDED THAT:
  - 6.2.1 any party who is to go before a Regulatory Commission (other than a "Fast Track" Regulatory Commission) may make an application to the Judicial Panel Chair, within 7 days of the charge being issued and upon notice to any other relevant party, for an order that the chair of that Regulatory Commission shall be a Specialist Panel Member. Approval by the Judicial Panel Chair of such application shall not be unreasonably withheld or delayed and any additional costs incurred in respect of having such a Specialist Panel Member as the chair of that Regulatory Commission (whether or not the applicant be successful in the relevant hearing before such Regulatory Commission), shall be borne by the party who made the application; and



## THE JUDICIAL PANEL

- 6.2.2 Subject to Clause 6.2.1 above and this clause, only members from the Chairs' Panel may be appointed by the Judicial Panel Chair (or in its absence, its nominee) to act as chair of that Regulatory Commission. If the Chair is not present within 15 minutes after the appointed time for holding the hearing, the Judicial Panel Chair, (or in its absence, its nominee), shall appoint another member of the Regulatory Commission to act as Chair.
- 6.3 A person shall not be deemed to be competent to serve on a Regulatory Commission if they have pending before them as a serving member of an Appeal Board a matter or decision with which another Panel Member of the proposed Regulatory Commission is concerned.
- 6.4 If a member of a Regulatory Commission doubts their ability to be impartial, or believes there to be a materially conflicting interest in the proceedings, they shall declare it as soon as possible, and unless all parties waive it and request the member to act, then the member shall withdraw completely from the proceedings.
- 6.5 The Judicial Panel Chair (or in its absence, its nominee) shall appoint another to fill any vacancy that arises on a Regulatory Commission prior to a hearing. Where a vacancy or vacancies occur in a Regulatory Commission after the commencement of a hearing, the hearing shall cease and a new hearing arranged before a freshly constituted Regulatory Commission, unless the parties consent to the remaining members continuing.

## 7. APPEAL BOARDS

- 7.1 The powers in Rule H and the regulations of The Association to hear cases or appeals shall be exercised by an Appeal Board. Each Appeal Board shall be established by the Judicial Panel Chair (or in its absence, its nominee) pursuant to Clauses 3.1 and 3.2.
- 7.2 Subject to Clauses 7.3 and 7.4, the composition of any Appeal Board established for and empowered to hear an appeal shall be determined by the Judicial Panel Chair applying a selection policy established by the Judicial Panel Chair and the FRA.
- 7.3 An individual from the Appeal Board Chairs' Panel shall be appointed by the Judicial Panel Chair (or in its absence, its nominee) to act as chair of an Appeal Board.
- 7.4 A person shall not be deemed to be competent to serve on an Appeal Board if they have pending before them as a serving member of a Regulatory Commission a matter or decision with which another Panel Member of the proposed Appeal Board is concerned.
- 7.5 If a member of an Appeal Board doubts their ability to be impartial, or believes there to be a materially conflicting interest in the proceedings, they shall declare it as soon as possible, and unless all parties waive it and request the member to act, then the member shall withdraw completely from the proceedings.
- 7.6 The Judicial Panel Chair (or in its absence, its nominee) shall appoint another to fill any vacancy that arises on an Appeal Board prior to a hearing. Where a vacancy or vacancies occur in an Appeal Board after the commencement of a hearing, the hearing shall cease and a new hearing arranged before a freshly constituted Appeal Board, unless the parties consent to the remaining members continuing.

## THE JUDICIAL PANEL

### 8. DISQUALIFICATION OF THE PANEL MEMBERS

- 8.1 The appointment of a Panel Member shall cease if:
- 8.1.1 by notice in writing to the Judicial Panel Chair, they resign from the Judicial Panel; or
  - 8.1.2 being a Specialist Panel Member, they accept a position which would make them ineligible for appointment under Clause 4.1.4; or
  - 8.1.3 they are appointed as a member of the Compliance Monitoring Group; or
  - 8.1.4 being a Council Panel Member, they cease to be a Member of Council; or
  - 8.1.5 if being a Solicitor or Barrister, they are struck off the Roll of Solicitors or suspended from practice by the Solicitors Disciplinary Tribunal or disqualified, suspended or struck off by the Bar Council (as the case may be) for any reason; or
  - 8.1.6 they become bankrupt or make any arrangement or composition with their creditors generally; or
  - 8.1.7 being a director, they cease to hold office as director of any company by reason of any order made under the Company Directors Disqualification Act 1986, as amended from time to time; or
  - 8.1.8 they die or become incapable by reason of mental disorder, illness or injury of managing and administering their own affairs; or
  - 8.1.9 they no longer comply with the provisions of any regulations of The Association relating to "Fit and Proper Persons" as shall be in force from time to time pursuant to paragraph J(1)(f) of the Rules; or
  - 8.1.10 they are the subject of a decision of The Association, UEFA or FIFA that they be suspended permanently or for a specified period from taking part in football management and/or football administration and/or any football related activity pursuant to any applicable disciplinary provisions under the rules or statutes of UEFA or FIFA (as appropriate); or
  - 8.1.11 they are convicted of any criminal offence other than any minor motoring or similar offence that cannot reasonably damage the reputation of the Judicial Panel or The Association.
- 8.2 Where Clause 8.1 becomes applicable to a Panel Member serving on an Appeal Board or a Regulatory Commission, the remaining two Panel Members on such Appeal Board or such Regulatory Commission may agree unanimously that he or she shall not cease to be a Panel Member until the conclusion of that hearing or appeal, as the case may be.

## THE JUDICIAL PANEL

### 9. THE JUDICIAL PANEL CHAIR

- 9.1 The Judicial Panel Chair shall be appointed by the FRA for a term of 3 years, unless he or she resigns from the chair. Upon the expiry of the first period of office, any Judicial Panel Chair shall be eligible for re-appointment for one further term of 3 years.
- 9.2 The FRA, at any other time may appoint another person to be the Judicial Panel Chair in order to fill a vacancy arising due to early retirement, removal or otherwise. Any such Judicial Panel Chair appointed in accordance with this Clause 9.2 shall retire at the time the vacating Judicial Panel Chair would otherwise have retired, subject to Clause 9.1 above.

### 10. FINANCES

- 10.1 The expenses of the Judicial Panel and the Appeal Board Chairs' Panel shall be paid by the FRA. For the avoidance of doubt, nothing in this Clause shall prejudice the right of a Regulatory Commission or an Appeal Board to make an order for costs.
- 10.2 Pursuant to the FRA Budget, each member of a Regulatory Commission or Appeal Board may be paid an attendance allowance in respect of their attendance at hearings of the Regulatory Commission or Appeal Board in question at the level determined by the Board, together with reimbursement of reasonable out-of-pocket expenses.
- 10.3 Arrangements may be made for the reasonable remuneration of any chair of an Appeal Board and any Specialist Panel Member when serving on an Appeal Board or a Regulatory Commission at the level determined by the Board.

### 11. AMENDMENT AND DISSOLUTION

- 11.1 These Terms shall not be amended in any way save with the written agreement of Council. Any amendment made pursuant to this Clause 11.1 shall be binding on the Panel Members, all employees of The Association and committee members of the Judicial Panel and any others acting in any capacity for the Judicial Panel whatsoever, with immediate effect.
- 11.2 The Judicial Panel and the Appeal Board Chairs' Panel may be discharged at any time by Council.

Original Approved at Council on 29 May 2007

Definition of "Panel Members" amended at Council on 11 March 2008

Revised and approved by Council on 28 June 2011

Revised and approved by Council on 23 May 2019



# **Articles of Association**



# ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

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## EXCLUSION OF TABLE A

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- 1 The model articles in Schedule One to The Companies (Model Articles) Regulations 2008 and any Table A to the Companies Act 1985 or any former enactment do not apply to the Company.

## INTERPRETATION

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2. In these Articles of Association, except where the subject or context otherwise requires:
  - (a)
    - (i) the 2006 Act means the Companies Act 2006 as amended, including any modification or re-enactment thereof for the time being in force;
    - (ii) the 1986 Act means the Insolvency Act 1986 as amended, including any modification or re-enactment thereof for the time being in force;
  - (b) Affiliated Organisation means one or any of the listed organisations:
    - (i) The League Managers' Association;
    - (ii) The Professional Footballers' Association;
    - (iii) The Referees' Association;
    - (iv) The Football Conference;
    - (v) The Northern Premier League;
    - (vi) The Southern League; and
    - (vii) The Isthmian League;
  - (c) Articles means these articles of association as altered from time to time by special resolution (and "Article" shall be interpreted accordingly);
  - (d) Associate Member Club means a football club accorded the status of an Associate Member Club pursuant to the Rules;
  - (e) Audit Committee means the audit committee established by the Board from time to time in accordance with these Articles;
  - (f) auditors means the auditors for the time being of the Company;
  - (g) BAME Football Communities Representatives means the individuals appointed to Council in accordance with Article 137
  - (h) Board means the board of directors of The Association for the time being, constituted in accordance with these Articles;
  - (i) Board Observer Council Member means a Council Member holding office pursuant to Article 123(b) (xxv);
  - (j) Chairman means the chairman of the Board who is appointed from time to time by Council in accordance with these Articles and the Standing Orders;
  - (k) Chief Executive Officer means a person appointed from time to time to the office of chief executive officer by the Board in accordance with these Articles;
  - (l) clear days means the period excluding the day when a notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
  - (m) Club Official means a club official as defined within the Rules from time to time;

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- (n) Competition means any competition (whether league or knock-out competition or otherwise) sanctioned by The Association, a County Association or an Other Football Association;
- (o) Council means the Council of The Association for the time being constituted in accordance with these Articles, and Member of (the) Council or Council Member shall be any person for the time being appointed to and serving on (the) Council in accordance with Article 123;
- (p) County Association means an association accorded the status of a County Association pursuant to the Rules;
- (q) Director means a director of the Company who shall be a member of the Board;
- (r) Disability Football Representatives means the individuals appointed to Council in accordance with Article 131;
- (s) Division(s) means no more than ten groupings of Full Member Clubs segregated on a regional basis which shall be determined by Council from time to time;
- (t) Divisional Representative means an individual appointed to Council in accordance with Article 133;
- (u) FIFA means the Fédération Internationale de Football Association or any successor body;
- (v) football means the game of association football played in accordance with the Laws of the Game;
- (w) football club means a club playing football and recognised as such by The Association pursuant to the Rules;
- (x) football team means a team playing football and recognised as such by The Association;
- (y) Football Regulatory Authority means a division of The Association established by Council from time to time and responsible for regulation and compliance functions;
- (z) Full Member Club means a football club accorded the status of a Full Member Club pursuant to the Rules;
- (aa) Funding Formula means the formula as set out in Article 95 setting out the mechanism by which The Association's income is allocated;
- (bb) Futsal Committee means the futsal committee of the National Game Board (or any successor body thereto);
- (cc) Futsal and Small-Sided Representative means the individual appointed to Council in accordance with Article 139
- (dd) Inclusion Advisory Board means a committee of the Board established by the Board from time to time in accordance with these Articles to advise the Board on matters of inclusion and anti-discrimination in football;
- (ee) Inclusion Representatives means the individuals appointed to Council in accordance with Article 132;
- (ff) Independent Non-Executive Director means a director of the Board who is appointed from time to time by the Council in accordance with these Articles and the Standing Orders but who is not the Chairman;
- (gg) Judicial Panel means the judicial panel of The Association appointed by Council from time to time from which judicial commissions and appeal boards are appointed to hear disciplinary and other cases and appeals;
- (hh) Law means any applicable law, statute, bye-law, regulation, order, rule of court or directive, any requirement of any regulatory body entitled to regulate the affairs of the Association, or any delegated or subordinate legislation;

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- (ii) Laws of the Game means the laws of the game as settled and in force from time to time by the International Football Association Board and FIFA;
- (jj) Leader of Council means a non-executive Director who shall chair meetings of Council and general meetings of The Association and who is appointed from time to time by Council in accordance with these Articles and the Standing Orders;
- (kk) Life Vice-President means any person who has been accorded the status of Life Vice-President of Council pursuant to the Prior Articles or in accordance with Article 173;
- (ll) Material Business Relationship as between an individual and the relevant body means a significant commercial relationship including one under which he receives the payment of remuneration by fees or rent or otherwise (save for properly incurred expenses). "Individual" includes any person connected with that individual as a spouse, civil partner, widow, widower, former spouse, former civil partner, parent, step or adopted parent, grandparent, child, step child, adopted child, descendant, qualifying co-habitant or next-of-kin;
- (mm) National Game means all aspects of football involving and affecting Participants in and at the level of step 1 of the National League System and below;
- (nn) National Game Board means a committee of the Board established by the Board from time to time in accordance with these Articles and responsible to the Board for the conduct of the National Game whose composition is as set out in Article 102;
- (oo) National Game Shareholder means any Shareholder who is:
  - (i) a Full Member Club, save for those Full Member Clubs who are in membership of The FA Premier League or The Football League from time to time;
  - (ii) a Member of Council who is a National Game Representative; or
  - (iii) a County Association.
- (pp) National Game Representative means a Member of Council who, as further described in Articles 123 to 144 is:
  - (i) a representative of a County Association;
  - (ii) a representative of a County Association;
  - (iii) a representative of a Division save that a person who holds a position with a football club in membership of The FA Premier League or The Football League shall not be a National Game Representative;
  - (iv) a representative of The Football Conference, The Isthmian League, The Northern Premier League or The Southern League;
  - (v) a Disability Football Representative;
  - (vi) one of the Inclusion Representatives nominated as such by the Inclusion Advisory Board;
  - (vii) a representative of The Referees' Association;
  - (viii) a representative of The Referees' Association;
  - (ix) a representative of British Universities & Colleges Sport;
  - (x) a representative of the FA Youth Council;
  - (xi) a representative of the Association of Colleges;
  - (xii) a Steps 5 and 6 Representative;
  - (xiii) a Futsal and Small-Sided Representative;



## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- (xiv) a representative of The FA Women's Super League and The FA Women's Championship;
- (xv) a National Game Women's Representative;
- (xvi) a BAME Football Communities Representative who is primarily involved with the National Game in his role outside Council;
- (xvii) a Life Vice-President, Senior Vice-President or Vice-President (provided always that immediately before his appointment as a Life Vice-President or Senior Vice-President or election as a Vice-President he was a National Game Representative pursuant to the Prior Articles or, in the case of a Life Vice-President appointed in accordance with Article 173, he was a National Game Representative pursuant to these Articles); or
- (xviii) a Board Observer Council Member, elected to the Board pursuant to Articles 88 to 91.
- (qq)** National Game Special Share means the special share of £1.00 in the capital of the Company, allotted and issued to the National Game Special Shareholder;
- (rr)** National Game Special Shareholder means the chairman of the National Game Board from time to time;
- (ss)** National Game Women's Representative means the individual appointed to Council in accordance with Article 141;
- (tt)** National League System means the Competitions which interact with one another by way of promotion and relegation within those steps of the National Game pyramid as determined by Council from time to time;
- (uu)** Nominations Committee means the nominations committee established by the Board from time to time in accordance with these Articles;
- (vv)** Nominee means a natural person holding shares as a nominee pursuant to Article 15;
- (ww)** Other Football Association means one or any of the following listed associations:
  - (i) The University of Oxford Football Association;
  - (ii) The University of Cambridge Football Association;
  - (iii) The Army Football Association;
  - (iv) The Royal Navy Football Association;
  - (v) The Royal Air Force Football Association;
  - (vi) The Amateur Football Alliance;
  - (vii) The Women's Football Conference;
  - (viii) The English Schools' Football Association; and
  - (ix) The Independent Schools' Football Association;
- (xx)** Ordinary Share means an ordinary share of £0.05 in the capital of the Company;
- (yy)** Participants means a participant as defined in the Rules from time to time;
- (zz)** President means the president of The Association who shall be appointed annually by Council and whose position shall be honorary;
- (aaa)** Prior Articles means any articles of association of the Company in force prior to the effective date of these Articles (as may have been amended from time to time);
- (bbb)** Professional Game means all aspects of football involving and affecting Participants in and at the levels of The FA Premier League and The Football League;

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- (ccc) Professional Game Board means a committee of the Board established by the Board from time to time in accordance with these Articles and responsible to the Board for the conduct of the Professional Game, whose composition shall be as determined by the terms of reference of the Professional Game Board from time to time;
- (ddd) Professional Game Representative means a Member of Council who is:
- (i) a representative of either The FA Premier League or The Football League or, if a representative of a Regional Division, a person who holds a position with a football club in membership of The FA Premier League or The Football League;
  - (ii) a representative who has been jointly appointed by The FA Premier League and The Football League pursuant to Article 124 (b);
  - (iii) one of the Supporters' Representatives nominated as such by the bodies entitled to appoint him pursuant to Article 130;
  - (iv) a representative of The League Managers' Association;
  - (v) a representative of The Professional Footballers' Association;
  - (vi) a BAME Football Communities Representative who is primarily involved with the Professional Game in his role outside Council;
  - (vii) one of the Inclusion Representatives nominated as such by the Inclusion Advisory Board;
  - (viii) a Life Vice-President, Senior Vice-President or Vice-President (provided always that immediately before his appointment as a Life Vice-President or Senior Vice-President or election as a Vice-President he was a Professional Game Representative pursuant to the Prior Articles or, in the case of a Life Vice-President appointed in accordance with Article 173, he was a Professional Game Representative pursuant to these Articles); or
  - (ix) a Board Observer Council Member, appointed to the Board pursuant to Articles 92 and 93.
- (eee) Professional Game Special Share means the special share of £1.00 in the capital of the Company allotted and issued to the Professional Game Special Shareholder;
- (fff) Professional Game Special Shareholder means jointly The FA Premier League and The Football League;
- (ggg) Remuneration Committee means the remuneration committee established by the Board from time to time in accordance with these Articles;
- (hhh) Representative Council Member means a Council Member appointed pursuant to Articles 123(b)(iv) to (b)(xi) and Articles 123(b)(xiv) to (b)(xxii);
- (iii) Rules means the provisions for the regulation of football matters known as the "Rules of The Football Association Limited" as applicable from time to time and any regulations, standing orders, decisions, rulings, findings, penalties or orders of any nature made pursuant to the Rules;
- (jji) Secretary means the secretary of the Company and includes a joint, assistant, deputy or temporary secretary and any other person appointed to perform the duties of the secretary;
- (kkk) Senior Independent Director means any person nominated as such pursuant to Article 94;
- (lll) Senior Vice-President means any person who has been accorded the status of Senior Vice-President of Council pursuant to the Prior Articles;
- (mmm) Shareholder means any of the persons or bodies referred to in Articles 12 and 13 or their Nominee or Nominees holding shares pursuant to Article 15, in either case, whose name is entered in the register as the holder of such shares and "holder of a share" in the Company shall be construed accordingly;
- (nnn) share means any Ordinary Share, the National Game Special Share or the Professional Game Special Share;

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- (ooo) Standing Orders means the standing orders of Council as applicable from time to time;
- (ppp) Statutes means the 1986 Act and 2006 Act and every other statute or statutory instrument, law or regulation for the time being in force concerning companies and affecting The Association;
- (qqq) Steps 5 and 6 Representative means the individual appointed to Council in accordance with Article 138;
- (rrr) Summer Meeting(s) means the meeting of Council which takes place in June or July every calendar year, in accordance with the Standing Orders;
- (sss) Supporters' Representatives means the individuals appointed to Council in accordance with Article 130;
- (ttt) Term-Limited Council Member means a Council Member other than a Life Vice-President or a Board Observer Council Member;
- (uuu) The Disability Football Committee means a committee of the Board established by the Board from time to time to advise the Board on matters of the development of disability football;
- (vvv) The FA Premier League means The Football Association Premier League Limited or any successor body;
- (www) The Football Conference means The Football Conference Limited or any successor body;
- (xxx) The Football League means The Football League Limited or any successor body;
- (yyy) The Isthmian League means The Isthmian Football League Limited or any successor body;
- (zzz) The Northern Premier League means The Northern Premier Football League Limited or any successor body;
- (aaaa) The Southern League means The Southern Football League Limited or any successor body;
- (bbbb) UEFA means the Union of European Football Associations or any successor body;
- (cccc) Vice-Chairman means a vice-chairman of The Association and who is elected from time to time by the Members of Council pursuant to the Standing Orders;
- (dddd) Vice-President means any vice-president of The Association who is elected annually by Council; and
- (eeee) The FA Women's Super League and The FA Women's Championship Representative means the individual appointed to Council in accordance with Article 140.

**3** References to a document being executed include references to its being executed under hand or under seal or by any other method.

References to writing include references to any visible substitute for writing and to anything partly in one form and partly in another form.

Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender; and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships.

Words or expressions contained in these Articles which are not defined in Article 2 but are defined in the 1986 Act or 2006 Act have, if not inconsistent with the subject or context, the same meaning as in the 1986 Act or 2006 Act (but excluding any statutory modification thereof not in force at the date of adoption of these Articles).

Subject to the preceding paragraph, references to any provision of any enactment or of any subordinate legislation (as defined by section 21(1) of the Interpretation Act 1978) include any modification or re-enactment of that provision for the time being in force.

**4** Headings are inserted for convenience only and do not affect the construction of these Articles.

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- 5 In these Articles,
- (a) powers of delegation shall not be restrictively construed but the widest interpretation shall be given thereto;
  - (b) no power of delegation shall be limited by the existence or, except where expressly provided by the terms of delegation, the exercise of that or any other power of delegation; and
  - (c) except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other body or person who is for the time being authorised to exercise it under these Articles or under another delegation of the power.

### SHARE CAPITAL

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- 6
- (a) The Company's shares are Ordinary Shares of 5p each and special shares of £1 each and are limited in number to 2,000 Ordinary Shares, and two special shares, one designated the "National Game Special Share" and the other designated the "Professional Game Special Share."
  - (b) Subject to the remaining provisions of this Article 6(b) and to Article 6(c), the directors are generally and unconditionally authorised, for the purposes of section 551 of the 2006 Act and generally, to exercise any power of the Company to:
    - (i) offer or allot;
    - (ii) grant rights to subscribe for or to convert any security into;
    - (iii) otherwise deal in, or dispose of,any shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper.
  - (c) The authority referred to in Article 6(b):
    - (i) shall be subject to the limits in Article 6(a);
    - (ii) shall only apply insofar as the Company as not renewed, waived or revoked it by ordinary resolution;
    - (iii) may not be exercised in breach of the Articles or the Statutes; and
    - (iv) may only be exercised for a period of five years commencing on the date on which this Article 6(c) is adopted, save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired).
- 7 No part of the said share capital shall be called or paid up without the prior approval of the Company in general meeting.
- 8 No share shall entitle the holder thereof to any payment in respect of paid-up capital (if any), dividend, bonus, profit, or otherwise. No share shall be sub-divided. No share shall be consolidated. No bonus issue shall be made nor shall any capital dividend be paid.
- 9 No invitation to the public to subscribe for shares in the said share capital shall be issued.
- 10 In accordance with section 567(1) of the 2006 Act, sections 561 and 562 of 2006 Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the 2006 Act) made by the Company.
- 11 All unissued shares for the time being in the capital of the Company shall be under the control of the Board who shall have the power to allot or otherwise dispose of them only to such persons and only in such manner as provided in these Articles.

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- 12 Subject to Articles 14 and 15, Ordinary Shares may only be allotted or (to the extent that a transfer is permitted from an existing Shareholder) transferred to the following:
- (a) The FA Premier League;
  - (b) The Football League;
  - (c) a voting Member of Council;
  - (d) a Full Member Club;
  - (e) a County Association; and
  - (f) the Secretary.
- 13 The Professional Game Special Share may only be issued to, held by and transferred to the Professional Game Special Shareholder and the National Game Special Share may only be issued to, held by and transferred to the National Game Special Shareholder. The rights attached to the Professional Game Special Share may be varied with (but only with) the consent in writing of the Professional Game Special Shareholder. The rights attached to the National Game Special Share may be varied with (but only with) the consent in writing of the National Game Special Shareholder.
- 14 The entitlement to Ordinary Shares shall be as follows:
- (a) The FA Premier League and The Football League shall each be entitled to one Ordinary Share only;
  - (b) each Member of Council shall be entitled to one Ordinary Share only for so long as he is a voting Member of Council;
  - (c) each Life Vice-President who held a share pursuant to the Prior Articles shall be entitled to one Ordinary Share only;
  - (d) each Full Member Club shall be entitled to one Ordinary Share only;
  - (e) each County Association shall be entitled to a number of Ordinary Shares calculated as follows:  $(A/B) \times 775$ . Where: A is the number of football teams affiliated to such County Association; and B is the total number of football teams affiliated to all County Associations. Any fractional entitlement to an Ordinary Share shall be rounded up or down to the nearest number and in the case that such process would result in the aggregate number of Ordinary Shares issued to the County Associations exceeding or falling below 775, the Board shall determine the final allocations as closely as possible to the entitlement conferred by this Article. The entitlement of each County Association shall be calculated on 1 June in each year and notified to the County Associations by the Board and Ordinary Shares will be transferred or forfeited as the Board directs annually following such calculation in accordance with Article 22. Notwithstanding any other provision in these Articles, the Board shall be entitled to determine what shall or shall not qualify as a football team affiliated to a County Association for the purposes of this provision; and
  - (f) the Secretary shall be entitled in accordance with Article 16.
- 15 Where any body identified in Article 12 is not a legal entity entitled to hold shares in its own name, a Nominee or Nominees shall be appointed to hold the share or shares to which the relevant body is entitled for and on behalf of all persons combining to form the relevant body, PROVIDED THAT such Nominee is a member of such body and that such body informs the Board promptly in writing of the appointment of and the details of such Nominee. The Board may require any person whose name is on the register as a holder of shares to disclose in writing full details of the person or persons for whom he/she holds shares. For the purposes of this Article, any issue as to whether a person is or is not entitled to hold a share or shares as Nominee or a person or persons is/are entitled to appoint a Nominee shall be determined finally by the Board. The Company shall register any such share or shares in the name of the Nominee where the Board has determined that such person or persons is/are so entitled. Without prejudice to the rights of any Nominee duly registered as a holder of shares in accordance with provisions of the Prior Articles, no such body may appoint a Nominee or Nominees (either as a new or additional Nominee or replacement for a previously appointed Nominee) to hold a share or shares to which it is entitled if, or for so long as, it is a legal entity entitled to hold shares in its own name.

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- 16 The Secretary may be registered as the holder of any number of Ordinary Shares in the Company which may be transferred to the Secretary by or on behalf of Shareholders in accordance with the Articles, but the Secretary shall not in respect of such Ordinary Shares be permitted to vote at any general meeting of the Company, either personally or by proxy, or to be reckoned in a quorum, or to exercise any right or privilege as a Shareholder in relation to general meetings. The Secretary shall, upon retiring or removed from the office of Secretary, execute a transfer of all the Ordinary Shares of which the Secretary is then registered as holder in favour of the succeeding Secretary.

### SHARE CERTIFICATES

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- 17 Every Shareholder, upon becoming entitled to be the holder of any share, shall be entitled, without payment, to call for one certificate for the share(s) held.
- 18 If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity (with or without security) and payment of any exceptional out-of-pocket expenses reasonably incurred by the Company in investigating evidence and preparing the requisite form of indemnity as the Board may determine but otherwise free of charge, and (in the case of defacement or wearing out) on delivery up of the old certificate.

### SUSPENSION OF RIGHTS

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- 19 Where any person or body referred to in Articles 12 or 14:
- (a) has not paid any subscription, fee, fine or other sum due to the Company in accordance with these Articles or the Rules or following any order from Council; or
  - (b) in the case of a company, unincorporated body or association, enters into a voluntary arrangement pursuant to Part I of the Insolvency Act 1986 (as amended or re-enacted from time to time) (the "1986 Act") or a scheme of arrangement with its creditors under section 895 of the 2006 Act or into any compromise agreement with its creditors generally; lodges, or its shareholders or officers (where relevant) lodge, a notice of intention to appoint an administrator or a notice of appointment of an administrator at the Court, in accordance with paragraphs 26 and 29 of Schedule B1 of the 1986 Act or it or its shareholders or officers (where relevant) make an application to the Court for an administration order under paragraph 12 of Schedule B1 to the 1986 Act or where an Administrator is appointed or where an Administration Order is made in respect of it ("Administrator" and "Administration Order" having the meanings attributed to them respectively by paragraphs 1 and 10 of Schedule B1 of the 1986 Act); has an Administrative Receiver (as defined by section 251 of the 1986 Act) or a Law of Property Receiver (appointed under section 109 of the Law of Property Act 1925) or any receiver appointed by the Court under the Senior Courts Act 1981 or any court appointed receiver or any other receiver appointed over any of its assets which, in the opinion of the Board, are material to that body's ability to fulfil its obligations; or ceases or forms an intention to cease wholly or substantially to carry on its business save for the purpose of reconstruction or amalgamation otherwise in accordance with a scheme of proposals which have previously been submitted to and approved in writing by the Board; has any distress, execution, sequestration or other process is levied or enforced upon or issued against the property of that body, he or it (as applicable) is subject to the sanction of suspension at the absolute discretion of the Board. Upon the Board deciding in favour of suspension, such person or body or its Nominee shall not in respect of any share held by him or it be entitled, until such time as the circumstances set out above have ceased to apply in respect of such person or body, to:
    - (i) attend or vote at any general meeting of the Company;
    - (ii) exercise any other right conferred by holding a share in relation to any such meeting; or
    - (iii) exercise any right of any nature conferred by the Company with regard to the holding of a share.

## FORFEITURE AND SURRENDER

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- 20 Save for the Professional Game Special Shareholder and the National Game Special Shareholder, the following shall not be entitled to be nor shall continue to be a Shareholder:
- (a) any person who is, or may be, suffering from mental disorder and either:
    - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or any similar law of any jurisdiction; or
    - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs;
  - (b) any person or body who is not specified as being entitled to hold a share pursuant to Articles 12 and 14 or ceases to be so entitled;
  - (c) any person or body who is subject to Article 19 above and whom the Board decides, in its complete discretion, should be subject to the provisions of this Article 20;
  - (d) in the case of an individual, any person who has a bankruptcy order made against him or is declared bankrupt by any court of competent jurisdiction or any person who makes any arrangement or composition with his creditors generally or applies for an interim order under section 253 of the 1986 Act in connection with a voluntary arrangement under the 1986 Act;
  - (e) in the case of a company, unincorporated body or association, where its shareholders pass a resolution pursuant to section 84(1) of the 1986 Act to voluntarily wind it up; where it has a meeting of its creditors convened pursuant to section 95 or section 98 of the 1986 Act; where it has a winding up order made against it by a Court under section 122 of the 1986 Act or where a provisional liquidator is appointed over it under section 135 of the 1986 Act; or where an action is taken by the Registrar of Companies to strike that company off the register under section 652 of the Act; or
  - (f) any person who holds a share as a Nominee and that person has ceased to be a member of the body in respect of which he is a Nominee, or the relevant organisation appoints a new Nominee or Nominees, and any share held by such person or body shall be transferred as the Board may direct, failing which such share(s) shall be forfeited.
- 21 Save for the Professional Game Special Shareholder and the National Game Special Shareholder, the Company shall have the power by passing a resolution at a general meeting to determine that any Shareholder (including a Nominee) of the Company shall cease to be a Shareholder. Such resolution shall be carried if supported by 75% or more of those present and voting at the meeting. Such resolution shall take effect as from the conclusion of such meeting, or from such subsequent time as the said resolution may prescribe, and any share(s) held by any person or body subject to such resolution shall be transferred by such person or body as the Board may direct, failing which such share(s) shall be forfeited.
- 22 If the annual calculation of the number of football teams affiliated to each County Association carried out pursuant to Article 14(e) changes the entitlement of any County Association to shares, the Board shall have the power to require that each such County Association's entitlement to shares is amended in accordance with Article 14(e), and accordingly that share(s) may be automatically forfeited and/or transferred to an alternative County Association.

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- 23 Subject to the provisions of the 2006 Act and these Articles and save for the Professional Game Special Shareholder and the National Game Special Shareholder, shares transferred as the Board directs or forfeited pursuant to Articles 20 and 21 shall be deemed to belong to the Company and may be cancelled, re-allotted or otherwise disposed of on such terms and in such manner as the Board determines. Where for the purposes of its re-allotment or disposal, a share is to be transferred to any person or body and where the holder of the share makes a default in transferring the share after having been bound aforesaid, the Board may authorise the Secretary to execute an instrument of transfer of each share to that person or body. Subject to Articles 12 and 14, the Company may register the transferee as holder of the share and an instrument of transfer so executed shall be effective as if it had been executed by the holder of the share and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto.
- 24 A person or body, any of whose shares have been forfeited, shall cease to be a holder in respect of them and shall surrender to the Company for cancellation any certificate for the share(s) but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares or otherwise.
- 25 Any person or body whose share(s) is/are forfeited under these Articles shall not in respect of the relevant share(s) from the time it is/they are deemed forfeited be entitled to attend or vote at any general meeting of the Company or to exercise any other right conferred by ownership of a share in relation to any such meeting.
- 26 Without prejudice to the provisions of any other Article, the forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share(s) and all other rights and liabilities incidental to the share as between the person whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the 2006 Act given or imposed in the case of past Shareholders.
- 27 The Board may accept the surrender of any share. A surrendered share shall be treated as if it had been forfeited.
- 28 A statutory declaration by a Director or the Secretary that a share has been duly forfeited or surrendered on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share. Title to the share shall not be affected by any irregularity in, or validity of, the proceedings in reference to the forfeiture, surrender, sale, re-allotment or disposal of the share.

### TRANSFER OF SHARES

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- 29 The instrument of transfer of a share may be in any usual form or in any other form which the Board may approve. An instrument of transfer need not be under seal.
- 30 The Board may, in its absolute discretion, refuse to register the transfer of a share (whether or not such share is fully paid), unless the transfer is from the Nominee of a person who is entitled to appoint a Nominee under Article 15 to another Nominee of the same person, or from any Nominee to the person entitled to the relevant share(s) under Article 14 that appointed him, and the disclosure requirements under Article 15 have been complied with.
- 31 If the Board refuses to register the transfer, it shall within two months after the date on which the instrument of transfer was lodged with the Company send to the transferee notice of the refusal.
- 32 The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the Board may determine.
- 33 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.
- 34 The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the Board refuses to register shall be returned to the person lodging it when notice of the refusal is given.



# ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

## ALTERATION OF SHARE CAPITAL

- 35** The Company may by ordinary resolution:
- (a) increase its share capital by such sum to be divided into shares of such amount as the resolution prescribes; and
  - (b) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of shares so cancelled.
- 36** Subject to the provisions of the 2006 Act, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

## SPECIAL MEASURES

- 37** (a) This Article 37 shall only apply in respect of the following provisions:
- (i) the definition of “Funding Formula” (in Article 2);
  - (ii) the definitions of “National Game Special Share”, “Professional Game Special Share”, “National Game Special Shareholder” and “Professional Game Special Shareholder” (in Article 2);
  - (iii) Articles 6 - 11 (relating to share capital);
  - (iv) Article 13 (relating to the National Game Special Shareholder and the Professional Game Special Shareholder);
  - (v) Articles 35 and 36 (alteration of share capital);
  - (vi) this Article 37 and Article 38 (Special Measures);
  - (vii) Article 58 (proceedings at general meetings);
  - (viii) Articles 77 - 119 (relating to Directors and the Funding Formula);
  - (ix) Articles 123 - 148 (relating to Council);
  - (x) Article 165 (relating to winding up);
  - (xi) Articles 166 - 170 (relating to the procedures for determining the Rules); and
  - (xii) Articles 171 and 172 (relating to the procedures for determining amendments to the Articles).
- (b) Notwithstanding any provision in the Articles to the contrary, any amendment to any of the following Articles, that is to say those listed in Article 37(a) above, (including the removal of, or any waiver or ratification of any breach of, any such Articles) shall be deemed to be a variation of the rights attaching to the Professional Game Special Share and accordingly upon: (i) the proposal of any resolution to amend any such Articles (or to remove, or to waive or ratify any breach of, any such Articles); and (ii) the Professional Game Special Shareholder being invited by the chairman of the meeting to cast the votes attached to the Professional Game Special Share on that resolution, the Professional Game Special Shareholder shall be entitled to cast, and shall have available to cast, against any such resolution (and, for the avoidance of doubt, only against such resolution) such number of votes either on a show of hands or on a poll, as shall be equal to the aggregate number of votes cast in favour of the resolution.
- (c) Save as set out in Articles 13, 37(b) and 58, the Professional Game Special Shareholder shall have no right to vote at a general meeting by virtue of being the holder of the Professional Game Special Share.
- (d) The Professional Game Special Share shall confer no right to participate in the capital or the profits of the Company.

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- 38** (a) This Article 38 shall only apply in respect of the following provisions:
- (i) the definition of “Funding Formula” (in Article 2);
  - (ii) the definitions of “National Game Special Share”, “Professional Game Special Share”, “National Game Special Shareholder” and “Professional Game Special Shareholder” (in Article 2);
  - (iii) Articles 6 - 11 (relating to share capital);
  - (iv) Article 13 (relating to the National Game Special Shareholder and the Professional Game Special Shareholder);
  - (v) Articles 35 and 36 (alteration of share capital);
  - (vi) this Article 38 and Article 37 (Special Measures);
  - (vii) Article 58 (proceedings at general meetings);
  - (viii) Articles 77 - 119 (relating to Directors and the Funding Formula);
  - (ix) Articles 123 - 148 (relating to Council);
  - (x) Article 165 (relating to winding up);
  - (xi) Articles 166 - 170 (relating to the procedures for determining the Rules); and
  - (xii) Articles 171 and 172 (relating to the procedures for determining amendments to the Articles).
- (b) Notwithstanding any provision in the Articles to the contrary, any amendment to any of the following Articles, that is to say those listed in Article 38(a) above, (including the removal of, or any waiver or ratification of any breach of, any such Articles) shall be deemed to be a variation of the rights attaching to the National Game Special Share and accordingly upon: (i) the proposal of any resolution to amend any such Articles (or to remove, or to waive or ratify any breach of, any such Articles); (ii) the National Game Special Shareholder being informed by the chairman of the meeting that less than 50% of the National Game Shareholders voting in person or by proxy have cast their votes in favour of the resolution; and (iii) the National Game Special Shareholder being invited by the chairman of the meeting to cast the votes attached to the National Game Special Share on that resolution, the National Game Special Shareholder shall be entitled to cast, and shall have available to cast, against any such resolution (and, for the avoidance of doubt, only against such resolution) such number of votes either on a show of hands or on a poll, as shall be equal to the aggregate number of votes cast in favour of the resolution.
- (c) Save as set out in Articles 13, 38(b) and 58, the National Game Special Shareholder shall have no right to vote at a general meeting by virtue of being the holder of the National Game Special Share.
- (d) The National Game Special Share shall confer no right to participate in the capital or the profits of the Company.

### GENERAL MEETINGS

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- 39** All general meetings of the Company other than annual general meetings shall be called extraordinary general meetings.
- 40** The Board shall convene and the Company shall hold an annual general meeting in each calendar year.
- 41** Subject to the provisions of Article 40, the Board may call general meetings whenever and at such times and places as it shall determine and, on the requisition of Shareholders pursuant to the provisions of the 2006 Act, shall forthwith proceed to convene a general meeting in accordance with the requirements of the 2006 Act.

# ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

## BUSINESS – PROPOSALS

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- 42 The Board shall be entitled to propose such business to a general meeting as it considers appropriate, including any amendment to these Articles or to the Rules (PROVIDED, and subject always to the provisions of the 2006 Act, that any proposal to amend the Rules or the Articles has the approval of Council as set out in Articles 166 and 170 respectively).
- 43 In the case of general meetings where it is proposed to amend the Rules or the Articles, not less than thirty-five clear days' notice shall be given by the Secretary to the Shareholders, such notice setting out the proposed changes to such documents and the date of the meeting. Notice of any proposed amendment to the proposed changes shall be given to the Secretary not less than twenty-eight clear days' prior to the date fixed for such general meeting. The Secretary shall give notice of such amendments to the Shareholders with the notice under Article 44.

## NOTICE OF GENERAL MEETINGS

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- 44 An annual general meeting and an extraordinary general meeting shall be called by at least fourteen clear days' notice but, subject to Article 43 a general meeting may be called by shorter notice if it is so agreed by a majority in number of Shareholders having a right to attend and vote, being a majority together not holding less than 90% of the total voting rights at a general meeting.
- 45 Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all the Shareholders, to each of the Directors, to the auditors for the time being of the Company and if required under the 2006 Act (as applicable), the former auditors of the Company.
- 46 The notice shall specify the time and place of the meeting and shall, in the case of an annual general meeting, specify the meeting as such, and, in the case of a meeting to pass a special or extraordinary resolution, specify the intention to propose the resolution as a special or extraordinary resolution, as the case may be.
- 47 the notice shall state with reasonable prominence that a Shareholder entitled to attend and vote at the meeting being called is entitled to appoint a proxy to attend and vote instead of him, and that a proxy need not also be a Shareholder.
- 48 The accidental omission to give notice of a meeting to any person entitled to receive the same, or the non-receipt of a notice of meeting by any such person, shall not invalidate the proceedings at that meeting. Notice of a general meeting shall be deemed to have been given to any Nominee if sent to a business address of the body set out under Article 12 entitled to the share and on whose behalf the Nominee has been appointed as Nominee under Article 15.

## PROCEEDINGS AT GENERAL MEETINGS

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- 49 No business shall be transacted at any general meeting unless a quorum is present, but the absence of a quorum shall not preclude the choice or appointment of a chairman of the meeting, which shall not be treated as part of the business of the meeting. Ten or more Shareholders entitled to vote upon the business to be transacted, each being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a corporation shall be a quorum.
- 50 If such a quorum is not present within thirty minutes from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting, if convened on the requisition of Shareholders, shall be dissolved, and in any other case shall stand adjourned to such time and place as the chairman of the meeting may determine.
- 51 If at the adjourned meeting there are less than ten Shareholders present, they shall have power to decide on all matters which might have been disposed of at the meeting from which the adjournment took place if a quorum had been present thereat PROVIDED THAT at least three days' notice has been given to the Shareholders of such adjournment in order to enable special business to be transacted thereat by less than a quorum.

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- 52 The Leader of Council or in his absence, a Vice-Chairman (or in his absence any other Director) nominated by the Board shall preside as chairman at a general meeting.
- 53 If at any meeting neither the Leader of Council nor a Vice-Chairman nor such other nominated Director (if any) is present within fifteen minutes after the time appointed for holding the meeting, the Shareholders present and entitled to vote shall choose one of their number to be chairman of the meeting.
- 54 The chairman of the meeting may with the consent of the meeting (and shall if so directed by the meeting) adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting, other than the business which might properly have been transacted at the meeting had the adjournment not taken place.
- 55 The chairman of the meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either without setting a time or to another time or place where it appears to him that:
- (a) the Shareholders wishing to attend cannot be conveniently accommodated in the place appointed for the meeting; or
  - (b) the conduct of persons present prevents or is likely to prevent the orderly continuation of business; or
  - (c) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.
- 56 If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is voted upon. In the case of a resolution duly proposed as a special resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.
- 57 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded. Subject to the provisions of the 2006 Act, a poll may be demanded by:
- (a) the chairman of the meeting; or
  - (b) not less than five Shareholders present personally or by proxy having the right to vote at the meeting; or
  - (c) by Shareholders, present personally or by proxy, representing not less than one tenth of the total voting rights of all the Shareholders entitled to vote at the meeting.
- 58 Upon any resolution to amend all or any of the Articles listed in Articles 37(a) and/or 38(a) of these Articles or for the removal of, or waiver or ratification of any breach of, any of those Articles:
- (a) whether on a show of hands or on a poll, when the votes cast on that resolution have been counted, the chairman of the meeting, before any declaration of the result of that vote, shall immediately inform whichever of the Professional Game Special Shareholder and the National Game Special Shareholder is/are present at that meeting: (i) of the number of abstentions on, and of the number of votes cast in favour of, and of those cast against, the resolution; and (ii) of the number of votes cast in favour by the National Game Shareholders whether in person or by proxy;
  - (b) the chairman of the meeting shall then invite the Professional Game Special Shareholder and the National Game Special Shareholder to cast the votes attached to their respective shares on that resolution, whereupon the Professional Game Special Shareholder and the National Game Special Shareholder may cast the votes attached to their respective shares on that resolution; and
  - (c) any votes cast by the Professional Game Special Shareholder and/or the National Game Special Shareholder shall be counted and taken into account by the chairman of the meeting in deciding whether the resolution has been passed or has been lost.

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- 59 Unless a poll is duly demanded, a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously, or by any particular majority or lost or not carried by a particular majority, and an entry to that effect made in the minutes of the proceedings of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 60 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of any show of hands declared before any demand was made.
- 61 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have.
- 62 A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll on any other matter shall be taken in such manner and either forthwith, or at such time after the date of the meeting, as may be determined by the chairman of the meeting and the result of such poll shall be deemed to be the resolution of the Company in general meeting. Without prejudice to the power of the chairman of the meeting to take a poll in such manner as may be determined, a poll may be taken by the display of voting cards sent or provided to Shareholders or holders of proxy votes for such purpose; and, in such event, a voting card shall be issued to each Shareholder present in person in respect of the vote and a separate voting card shall be issued to each proxy in respect of the number of votes exercisable by the person as proxy. A scrutineer or scrutineers (who need not be Shareholders) shall be appointed by the chairman of the meeting and the result of the voting thereby ascertained shall be deemed the resolution of the meeting on the subject in question.
- 63 A demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.
- 64 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 65 Where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective.

### VOTES OF SHAREHOLDERS

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- 66 Subject to any rights or restrictions attached to any shares, on a show of hands each Shareholder who is present in person or by proxy shall have one vote and on a poll each Shareholder present in person or by proxy shall have one vote for every share of which he is the holder.
- 67 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting or poll at which the vote objected to is tendered, and every vote not disallowed at such meeting shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
- 68 On a poll votes may be given either personally or by proxy. A Shareholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.
- 69 If any votes are given or counted at a general meeting which shall afterwards be discovered to be improperly given or counted, the same shall not affect the validity of any resolution or thing passed or done at the said meeting, unless the objection to such votes be taken at the same meeting, and not in that case, unless the chairman of the meeting shall then and there decide that the error is of sufficient magnitude to affect such resolution or thing passed or done.

## PROXIES AND CORPORATE REPRESENTATIVES

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- 70 A proxy need not be a Shareholder.
- 71 The instrument appointing a proxy shall be executed by or on behalf of the appointer and shall be in any form approved by the Directors.
- 72 Delivery of an instrument appointing a proxy shall not preclude a Shareholder from attending and voting in person at the meeting or poll concerned, in which case any proxy shall be invalid.
- 73 The instrument appointing a proxy and any power of attorney or other written authority under which it is executed or an office or notarially certified copy or a copy certified in accordance with the Powers of Attorney Act 1971 of such power or written authority shall:
- (a) be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting or, if the Directors decide to accept proxy forms electronically, in the manner in which they specify, not less than forty eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
  - (b) in the case of a poll taken more than forty eight hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than twenty four hours before the time appointed for the taking of the poll; or
  - (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman of the meeting or to the Secretary or to any Director; and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

No instrument of proxy shall be valid after the expiration of two months from the date stated in it as the date of its execution. When two or more valid but differing instruments of proxy are delivered in respect of the same share for use at the same meeting, the one which was delivered last (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the others as regards that share; if the Company is unable to determine which was delivered last, none of them shall be treated as valid in respect of that share. In addition to his other rights to appoint a proxy, any Nominee that is not a corporation or corporation sole shall, if one of the following persons attends any meeting (or adjournment of any meeting), be deemed to have appointed such person as his proxy for that meeting and executed and delivered an instrument in a form approved by the Directors appointing such person in accordance with Article 71 and the preceding provisions of this Article 73:

- (i) in respect of Nominees appointed by a Full Member Club, the Divisional Representative of the Division into which it is grouped; and
- (ii) in respect of Nominees appointed by a County Association, the representative of that County Association appointed pursuant to Article 127 (if any).

If another instrument of proxy is delivered in respect of the same share(s), any deemed appointment of a proxy by a Nominee shall be treated as having been delivered on the date that the relevant notice of meeting is deemed to have been received under these Articles for the purposes of determining which instrument was delivered last.

- 74 The instrument of proxy shall, unless the contrary is stated in it, be deemed to confer authority to vote as the proxy thinks fit on any amendment of a resolution put to the meeting for which the proxy is given and on any resolution put to the meeting, whether or not notice of such resolution was given in the notice of meeting. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- 75 Any corporation or corporation sole which is a Shareholder of the Company may authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any separate meeting of the holders of any class of shares. A person so authorised shall be entitled to exercise the same power on behalf of the grantor of the authority as the grantor could exercise if it were an individual Shareholder of the Company and the grantor shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present at it. The following persons shall, so long as the relevant Shareholder is a corporation or corporation sole, be deemed to have been so authorised by that Shareholder for any meeting (or adjournment of any meeting) that they attend unless such Shareholder authorises another person as a representative in their place for any such meeting and the replacement representative provides such evidence of his appointment as the Directors may request:
- (a) in respect of each Full Member Club, or any Nominee appointed to hold shares on its behalf, the Divisional Representative of the Division into which it is grouped; and
  - (b) in respect of each County Association, or any Nominee appointed to hold shares on its behalf, the representative of that County Association appointed pursuant to Article 127 (if any).
- 76 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at its registered office (marked "Urgent, for the attention of the Secretary") or at such other place at which the instrument of proxy was duly deposited not less than forty eight hours before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

### APPOINTMENT AND RETIREMENT OF DIRECTORS

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- 77 The number of Directors shall be no more than ten as provided for in Article 78.
- 78 The following shall be Directors of the Company:
- (a) the Chairman, when appointed by Council pursuant to Articles 79 to 83;
  - (b) up to three National Game Representatives as elected pursuant to Articles 88 to 91;
  - (c) up to three Professional Game Representatives as appointed pursuant to Articles 92 and 93;
  - (d) the Chief Executive Officer; and
  - (e) up to two Independent Non-Executive Directors when appointed by Council pursuant to Articles 79 to 82 and 84.
- 79 The Chairman and the Independent Non-Executive Directors shall be nominated in writing 21 days or more before the date of a meeting of Council by the Nominations Committee, endorsed by the Board and appointed by Council. At the time of appointment the Chairman or the Independent Non-Executive Director (as applicable) shall not be a Member of Council or be an employee, director or officer (other than in an honorary position) of, or have a Material Business Relationship with, a Competition (or any body which administers a Competition), a County Association, an Other Football Association, an Affiliated Organisation, a Full Member Club, an Associate Member Club, The Association (other than in his capacity as the Chairman or as an Independent Non-Executive Director) or, unless approved by the Board, FIFA or UEFA (or any of its members, associations or confederations) and he shall not take up any such positions after the date of his appointment until his retirement, removal or vacation from that office (other than pursuant to Article 123(b)(ii) and (b)(xiii) or, in the case of a position with FIFA or UEFA, where approved by the Board in advance). The Board shall give direction to the Nominations Committee on the skills and profile of the Independent Non-Executive Directors from time to time. Any dispute about whether or not a person complies with the eligibility criteria set out above will be resolved by the Board, whose decision on the matter shall be final.

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- 80** Subject to Articles 104 and 105 and as provided in this Article, the term of office of the Chairman and of the Independent Non-Executive Directors shall be three years. No person may be the Chairman or an Independent Non-Executive Director for more than three terms.
- 81** Subject to Board approval, at the end of his first term and second term (if any), a Chairman or an Independent Non-Executive Director shall retire and shall be eligible for reappointment without further nomination if he offers himself for re-appointment on or before 1 January in that year and other candidates may be proposed by the Nominations Committee and the Board to Council in writing 21 days or more before the date of the meeting at which the appointment is to take place.
- 82** Council shall have the power to remove the Chairman or an Independent Non-Executive Director from office at any time if a proposal at a meeting of Council to do so is supported by 66% or more of those present and voting.
- 83** Any vacancy arising upon the death, retirement due to age, removal or any other such vacation from office of the Chairman under these Articles (save for where a Chairman is retiring at the end of his first or second term) shall be filled: (i) as soon as practicable at an extraordinary meeting of Council convened pursuant to the Standing Orders; and (ii) pursuant to Articles 79 and 80. Prior to such appointment for a new Chairman at the extraordinary meeting of Council, a Vice-Chairman (if he is a Director) appointed by the Board, and if he is not a Director any other Director appointed by the Board, shall act as Chairman of The Association. For the avoidance of doubt, any acting Chairman of The Association shall only hold such a position until the new Chairman is appointed or until he himself is removed or resigns as a Director or if the Board resolves to appoint another acting Chairman, whichever is the earlier.
- 84** Any vacancy arising upon death, retirement due to age, removal or any other such vacation from the Board of an Independent Non-Executive Director under the Articles (save for where an Independent Non-Executive Director is retiring at the end of his first or second term) shall be filled pursuant to Articles 79 and 80.
- 85** During his term of office, the Chairman shall:
- (a) chair meetings of the Board pursuant to these Articles; and
  - (b) carry out such other representative, ceremonial and ambassadorial roles as the Board shall determine from time to time.
- Where the Chairman is unable at any time to carry out any of his duties above, then a Vice-Chairman shall, subject to any other provisions in the Articles, carry out such duty or duties in his place.
- 86** The Leader of Council shall be appointed, reappointed and removed pursuant to these Articles and the Standing Orders, as appropriate.
- 87** During his term of office the Leader of Council shall:
- (a) chair meetings of Council and general meetings of The Association pursuant to these Articles and the Standing Orders, as appropriate; and
  - (b) carry out such other representative, ceremonial and ambassadorial roles as the Board shall determine from time to time.
- Where the Leader of Council is unable at any time to carry out any of his duties above, then a Vice-Chairman shall, subject to any other provisions in the Articles, carry out such duty or duties in his place.
- 88** Subject to the maximum set out in Article 78(b), and Articles 104 and 105, the following provisions will apply in respect of the election of National Game Representatives to the Board:
- (a) up to three National Game Representatives shall be elected to the Board by the National Game Representatives;
  - (b) a National Game Representative shall serve on the Board for a maximum period of three years from the date of his election, at the expiry of which he shall retire, upon which he may, subject to Article 88(c), stand for re-election if eligible without further nomination for further terms of three years each; and



## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- (c) no National Game Representative may serve on the Board for more than three terms.
- 89** Save for where a National Game Representative is to retire at the end of his term pursuant to Article 88 above, any vacancy arising upon death or retirement due to age or removal or any other such vacation from the Board of a National Game Representative under the Articles shall be filled at the next scheduled meeting of Council.
- 90** Where elected at a Summer Meeting, the first term for a National Game Representative shall be deemed to have commenced at the date of the Summer Meeting. Where elected at any other time, his term of office shall be deemed to have commenced at the date of such election, save and except that, solely for the purposes of determining when he is to retire pursuant to Article 88(b), his term of office shall be deemed to have commenced on the date of (the most recent) election of the National Game Representative he has replaced.
- 91** Nominations and the procedure for National Game Representatives to be elected or re-elected to the Board or the National Game Board shall take place on the basis of a procedure to be determined from time to time by the National Game Representatives. Such procedure shall be published.
- 92** Subject to Articles 104 and 105, the following provisions will apply in respect of the appointment of Professional Game Representatives to the Board:
- (a) at each Summer Meeting, up to three Professional Game Representatives are to be appointed to the Board in writing, of which one shall be appointed by The FA Premier League, one shall be appointed by The Football League and one shall be the representative appointed jointly by The FA Premier League and The Football League pursuant to Article 124 (b);
- (b) at each Summer Meeting, the Professional Game Representatives serving on the Board shall retire and shall, subject to Article 92(c), be eligible for reappointment; and
- (c) no Professional Game Representative may serve on the Board for more than nine terms.
- 93** Save for where a Professional Game Representative is to retire at the end of his term pursuant to Article 92 above, any vacancy arising upon death, retirement due to age, removal or any other such vacation from the Board of a Professional Game Representative under the Articles shall be filled by The FA Premier League and/or The Football League (according to who made the appointment in accordance with Article 92), by notifying the Board in writing within one month after the date of the vacancy arising. Subject to Articles 104 and 105, a person so appointed pursuant to this Article shall hold office only for the period of appointment of the person he is replacing.
- 94** The Chairman shall nominate one of the Independent Non-Executive Directors to act as the Senior Independent Director. The Senior Independent Director shall act as sounding board for the Chairman, serve as an intermediary between the other Directors and the Chairman as necessary, act as an alternative contact point at Board level for Shareholders or Members of Council if the normal channels of communication to the Board through the Chairman or the Company's executive team fail to resolve matters or where the use of such channels may be inappropriate, and lead on the process of appraising the performance of the Chairman.

### FUNDING FORMULA

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- 95** (a) In Article 95(b), the following definitions shall apply:
- (i) Accounting Year means the period from and including 1 January to 31 December in any calendar year;
- (ii) Distributable Surplus means Income less (1) Expenditure; (2) the Retention; and (3) the Wembley Retention;
- (iii) Exceptional Items means any exceptional and unexpected items identified by the Board from time to time requiring funding by the Board in any Accounting Year (which items shall be included within the Retention);

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- (iv) Expenditure means the aggregate of the total cost of sales and the total expenditure, in each case incurred by The Association in an Accounting Year, as determined by the Board from time to time by reference to the budget as adjusted by the audited accounts of The Association for such Accounting Year;
  - (v) Income means the total income arising from the activities and operations of The Association in an Accounting Year, as determined by the Board from time to time by reference to the budget as adjusted by the audited accounts of The Association for such Accounting Year;
  - (vi) Initial Surplus means the sum of £65,077,000;
  - (vii) Retention means in relation to an Accounting Year such amount as the Board in its absolute discretion deems necessary to retain for application to capital projects or projected expenditure, to cover contingent liabilities or expenses or to provide for the reserves of The Association PROVIDED THAT, other than in relation to Exceptional Items, such amount shall not exceed 10% of the Income less Expenses in such Accounting Year.
  - (viii) Wembley Retention means in relation to an Accounting Year any amount not included in Expenses or the Retention, which the Board in its absolute discretion deems necessary to apply towards the completion of the construction of and the financing and refinancing of the construction, repair and development of Wembley Stadium.
- (b) Subject to Article 95(c), where the Distributable Surplus in any Accounting Year is equal to or exceeds the Initial Surplus, the Initial Surplus shall be allocated so that the National Game shall receive £32,432,000 of the Distributable Surplus and the Professional Game shall receive £32,645,000 of the Distributable Surplus. Any excess Distributable Surplus over the Initial Surplus (the "Excess Surplus") shall be allocated between the National Game and the Professional Game so that the National Game shall receive 50% of the Excess Surplus and the Professional Game shall receive 50% of the Excess Surplus.
  - (c) Nothing in this Article shall oblige the Board to make any payment or enter into any commitment which would have the effect of The Association becoming insolvent.
  - (d) The Board shall agree with and provide to the National Game Board and the Professional Game Board respectively a budget for the Accounting Year setting out the calculations referred to in this Article 95 as soon as practicable in order to enable interim payments of Distributable Surplus to be made at the Board's discretion during such Accounting Year, such payments to be subject to adjustment after completion of the audited accounts of The Association for such Accounting Year.

### POWERS OF THE BOARD

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- 96** The affairs of the Company shall be managed by the Board which may exercise all the powers of the Company and do, on behalf of the Company, all such acts as may be exercised and done by the Company, subject always to the provisions of the 2006 Act and these Articles. The Board shall be responsible for (without limitation to the general powers referred to):
- (a) taking such decisions and actions as the Board considers appropriate in managing the affairs of the Company including without limitation appointing or removing from office of the Chief Executive Officer, and determining the terms of service of the Chairman (subject to Articles 80 to 84) and the Chief Executive Officer;
  - (b) all financial matters, including implementing the Funding Formula and approving the operating budgets and business plans of the Professional Game Board, the National Game Board and the Football Regulatory Authority;
  - (c) creating, developing and implementing The Association's overall strategy and specific strategies (including, but not limited to, coaching) and reporting on the same to Council;

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- (d) taking advice from the Professional Game Board, the National Game Board and the Inclusion Advisory Board on all relevant matters under their consideration;
  - (e) reporting to and proposing strategic plans to Council;
  - (f) making decisions upon any and all matters of policy or procedure to be followed by The Association and setting The Association's values and standards;
  - (g) making any such regulations or rules of the Board, together with any amendments to those regulations or rules as it sees fit; and
  - (h) exercising all such powers of the Company as may be required to give effect to the objects as described in the provisions of the Articles and which are not by statute or these Articles specifically required to be done or exercised by the Company in general meeting or by Council.
- 97 No alteration of these Articles or direction given by special resolution or otherwise by the Company in general meeting or decision of Council shall invalidate any prior act of the Board which would have been valid if that alteration had not been made, that direction had not been given or that decision had not been made.

### DELEGATION OF POWERS OF THE BOARD

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- 98 The Board may delegate any of its powers to such committees, divisions, boards, groups or such other bodies consisting of one or more Directors or others, or to the Chief Executive Officer, or to any other person holding any other executive office as it sees fit. Any such delegation may be made subject to any conditions as the Board may impose, and either collaterally with or to the exclusion of its own powers and may be revoked or altered. Such committees, divisions, boards, groups or such other bodies may in turn delegate to a sub-committee or such other bodies and on such terms as it considers appropriate.
- 99 The following, without limitation, shall be committees of the Board:
- (a) the Audit Committee;
  - (b) the Nominations Committee;
  - (c) the Remuneration Committee;
  - (d) the National Game Board, pursuant to Article 102;
  - (e) the Professional Game Board, pursuant to Article 103;
  - (f) the Inclusion Advisory Board;
  - (g) the Women's Football Board;
  - (h) the Women's Super League and the Women's Championship Board;
  - (i) the Health and Safety Committee;
  - (j) the Finance Sub-Committee; and
  - (k) the Disability Football Committee
- 100 The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as the Board shall determine, including authority for the agent to delegate all or any of his powers.
- 101 The Board may appoint any person to any office or employment having a designation or title including the word "director" or attach to any existing office or employment with the Company such a designation or title and may terminate any such appointment or the use of any such designation or title. The inclusion of the word "director" in the designation or title of any such office or employment shall not imply that the holder is a director of the Company, nor shall the holder thereby be empowered in any respect to act as, or be deemed to be, a director of the Company for any of the purposes of these Articles, save pursuant to a delegation of power pursuant to Article 98.

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- 102** The remit of the National Game Board shall be as set out by the Board in the terms of reference of the National Game Board from time to time and the members of the National Game Board shall be:
- (a) the National Game Representatives on the Board from time to time;
  - (b) one representative appointed jointly by The English Schools' Football Association and the Independent Schools' Football Association (the "Schools' Committee Member");
  - (c) eight National Game Representatives who are not the National Game Representatives on the Board (the "Council Committee Members"); and
  - (d) any other person appointed in accordance with the terms of reference of the National Game Board from time to time.

Any appointment or removal of the Schools' Committee Member shall be notified in writing to the Secretary by both the English Schools' Football Association and the Independent Schools' Football Association from time to time. Where there is no agreement, the Board shall determine who shall, or who shall not, act as the representative.

At Summer Meetings of Council, the Council Committee Members shall be elected for terms of three years following the same procedures as apply for National Game Representatives on the Board pursuant to Articles 88 to 91, including those procedures which apply to vacancies pursuant to Article 89. An elected Council Committee Member who is retiring by rotation shall be eligible for re-election without further nomination, and any other candidates shall be proposed and seconded by other National Game Representatives to the Secretary in writing at least 21 days in advance of the date on which the election is to be held (save that any candidate put forward as a National Game Representative on the Board for election at the same meeting shall be deemed also to be a candidate for the National Game Board if not successful in the Board election).

- 103** The remit of the Professional Game Board shall be as set out by the Board in the terms of reference of the Professional Game Board from time to time. The members of the Professional Game Board shall be the following:
- (a) four members appointed by The FA Premier League (each a "FAPL Committee Member"). A FAPL Committee Member may be a person who is: (i) a director or an officer of a football club in membership of The FA Premier League; (ii) a Professional Game Representative; or (iii) the chairman, chief executive officer or other officer of The FA Premier League, PROVIDED ALWAYS THAT at least two FAPL Committee Members are Professional Game Representatives; and
  - (b) four members appointed by The Football League (each a "FL Committee Member"). A FL Committee Member may be a person who is: (i) a director or an officer of a football club in membership of The Football League; (ii) a Professional Game Representative; or (iii) the chairman, chief executive officer or other officer of The Football League, PROVIDED ALWAYS THAT at least two FL Committee Members are Professional Game Representatives.

### DISQUALIFICATION AND REMOVAL OF DIRECTORS

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- 104** No person may be a Director who has attained the age of seventy five years save that a serving Director shall retire at the conclusion of the last Board meeting to take place prior to the Summer Meeting after attaining the age of seventy five years.
- 105** The office of a Director shall be vacated if:
- (a) he ceases to be a Director by virtue of any provision of the 2006 Act or he becomes prohibited by law from being a director; or
  - (b) he ceases to hold the position or office by virtue of which he became eligible to be a Director, including (where applicable) where he ceases to be a Member of Council; or

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- (c) he is removed by the Shareholders of the Company by a majority vote; or
- (d) being the Chairman or an Independent Non-Executive Director, he is removed pursuant to Article 82; or
- (e) being a Professional Game Representative on the Board, he is removed by whichever of The FA Premier League or The Football League appointed him in writing to the Board or by both The FA Premier League or The Football League where appointed jointly; or
- (f) being a National Game Representative on the Board, he is removed by the National Game Representatives; or
- (g) he has a bankruptcy order made against him or is declared bankrupt by any court of competition jurisdiction or where he makes any arrangement or composition with his creditors generally or applies for an interim order under section 253 of the 1986 Act in connection with a voluntary arrangement under the 1986 Act; or
- (h) he dies or he is, or may be, suffering from mental disorder and either:
  - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or any similar law in any jurisdiction; or
  - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (i) he resigns his office by notice to the Company; or
- (j) he no longer complies with the provisions of any regulations of The Association relating to "Owners and Directors" as shall be in force from time to time pursuant to paragraph J(1)(f) of the Rules; or
- (k) he is absent for more than six consecutive months from Board meetings without the permission of the Board; or
- (l) he is subject of a decision of The Association, UEFA or FIFA that he be suspended permanently or for a specified period from taking part in football management and/or football administration and/or any football related activity pursuant to any applicable disciplinary provisions under the rules or statutes of UEFA or FIFA (as appropriate); or
- (m) he is removed by the Board by a majority vote for the reason that he is subject of a decision of the relevant deciding panel that he is or has been in breach of the Office Holders' Code of Conduct as shall be in force from time to time.

### REMUNERATION AND EXPENSES OF DIRECTORS

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- 106 The Chairman, the Chief Executive Officer and each of the Independent Non-Executive Directors may be paid such remuneration or extra remuneration by way of salary, commission or otherwise as the Board may determine.
- 107 The Directors may be paid an attendance allowance in respect of their attendance at meetings of the Board at a level determined by the Board, together with all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of the Board or otherwise in connection with the discharge of their duties.

## DIRECTORS' INTERESTS

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- 108** Subject to the provisions of the 2006 Act, and PROVIDED THAT he has disclosed to the Board the nature and extent of his interest, a Director, notwithstanding his office:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested or involved;
  - (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested or involved; and
  - (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit unless such a benefit.
- Provided that nothing in this Article shall permit a Director to accept a benefit from a third party, which is given to that Director by virtue of his office, unless such a benefit could not reasonably be regarded as giving rise to a conflict of interest.
- 109** For the purposes of Article 108;
- (a) a general notice given to the Board that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class or persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
  - (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

## PROCEEDINGS OF DIRECTORS

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- 110** Subject to the provisions of these Articles, the Board may regulate its proceedings as it thinks fit. On any resolution, each Director shall have one vote save for as set out below at Articles 113 and 118.
- 111** The Chairman or, in his absence, a Vice-Chairman (if he is a Director) appointed by the Board or, in his absence, such other Director appointed by the Board shall act as the chairman of meetings of the Board.
- 112** The quorum for a meeting of the Board shall be five, one of whom must be either the Chairman or the Chief Executive Officer, one of whom must be a National Game Representative and one of whom must be a Professional Game Representative, and all of whom may participate in a meeting pursuant to Article 117, for the purposes of ensuring a quorate meeting.
- 113** At all meetings or any part thereof, voting rights shall be equal as between the National Game Representatives on the Board and the Professional Game Representatives on the Board. Where there are unequal numbers of National Game Representatives on the Board and the Professional Game Representatives on the Board present at a meeting (or for any part of a meeting), or where any National Game Representative or Professional Game Representative (as the case may be) has become chairman of the meeting in the Chairman's absence, pursuant to Article 111 above, then the chairman of the meeting shall determine the mode of voting, always subject to the overriding principle of equality of votes.

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- 114** All acts done by a meeting of the Board, or of a committee of the Board, or by a person acting as a Director shall, notwithstanding that it afterwards be discovered that there was a defect in the appointment of any Director or that any of them was disqualified from holding office, or had vacated office, or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote. For these purposes, a Director may be appointed as an alternate for another Director, PROVIDED THAT such alternate is given in such form as complies with the requirements for alternates of Directors as shall be determined from time to time by the Board.
- 115** A meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.
- 116** At least 7 clear days' notice of a meeting shall be required to be given to the Directors save where each Director agrees in writing to shorter notice. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Board or of a committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held and may consist of several documents in the like form each signed by one or more Directors.
- 117** A meeting of the Board or of a committee of the Board may consist of a conference between Directors who are not all in one place, but of whom each is able (directly or by telephonic communication or by any other communication equipment) to speak to each of the others, and to be heard by each of the others simultaneously. A Director taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the chairman of the meeting then is. The word "meeting" in the Articles shall be construed accordingly.
- 118** Where a Director directly or indirectly has either: (i) a material personal interest; (ii) a material commercial interest; or (iii) a duty, which conflicts or may conflict with the interests of the Company, (which is to include any decision made in respect of that Director pursuant to Article 105) he shall declare it on or before the commencement of the meeting and shall not be entitled to vote on any resolution concerning that matter, save where authorised by a resolution of the Board passed by the members of the Board other than the Director so interested and in respect of which, Article 113 shall not apply. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 119** If a question arises at a meeting of the Board or of a committee of the Board as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

### SECRETARY

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- 120** Subject to the provisions of the 2006 Act, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit.

### EX OFFICIO OBSERVER

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- 121** Unless the Board resolves otherwise and subject to such person entering into any confidentiality undertakings as the Board considers appropriate, for the period during which an English football representative is also either a member of the UEFA Executive Committee or FIFA Council (or any successor bodies of the same), he shall be entitled to attend Board meetings as an observer. In this observer capacity, he shall be entitled to receive notice of, and attend and speak at, all Board meetings and to receive copies of all Board papers as if he were a Director, but shall not be entitled to vote on any resolutions proposed, shall not count towards the quorum for the meeting or have any rights of a Director and shall not hold himself out as a Director in any way. This Article 121 shall not apply in respect of a person appointed as the Chairman or as an Independent Non-Executive Director pursuant to Article 79.

# ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

## MINUTES

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- 122 The Board shall cause minutes to be made in books kept for the purpose of recording all proceedings at meetings of the Company, and of the Board and of such committees, divisions, boards, groups and other bodies of the Board, including the names of the Directors and observers present at each such meeting.

## COUNCIL

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- 123 (a) There shall be a body known as "The Council of The Football Association" which shall be constituted according to this Article.
- (b) The following shall be Members of Council:
- (i) the Leader of Council, when so appointed by Council;
  - (ii) the Chairman, when so appointed by Council;
  - (iii) six Vice-Presidents as elected by Council (who may also be Representative Council Members or Board Observer Council Members);
  - (iv) the representatives of The FA Premier League as appointed pursuant to these Articles;
  - (v) the representatives of The Football League as appointed pursuant to these Articles;
  - (vi) the joint representative of The FA Premier League and The Football League as appointed pursuant to these Articles;
  - (vii) the representatives of the County Associations as appointed pursuant to these Articles;
  - (viii) the representatives of the Other Football Associations as appointed pursuant to these Articles;
  - (ix) the representatives of the Affiliated Organisations as appointed pursuant to these Articles;
  - (x) the Supporters' Representatives as appointed pursuant to these Articles;
  - (xi) the representatives of the Divisions as appointed pursuant to these Articles;
  - (xii) the Chief Executive Officer;
  - (xiii) the Independent Non-Executive Directors, when so appointed by Council;
  - (xiv) the Inclusion Representatives as appointed pursuant to these Articles;
  - (xv) the Disability Football Representatives as appointed pursuant to these Articles;
  - (xvi) the representative of British Universities & Colleges Sport as appointed pursuant to these Articles;
  - (xvii) the representative of the Association of Colleges as appointed pursuant to these Articles;
  - (xviii) the representative of the FA Youth Council as appointed pursuant to these Articles;
  - (xix) the BAME Football Communities Representatives as appointed pursuant to these Articles;
  - (xx) the Steps 5 and 6 Representative as appointed pursuant to these Articles;
  - (xxi) the Futsal and Small-Sided Representative as appointed pursuant to these Articles;
  - (xxii) The FA Women's Super League and The FA Women's Championship Representative as appointed pursuant to these Articles;
  - (xxiii) the National Game Women's Representative as appointed pursuant to these Articles;



## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- (xiv) the Life Vice-Presidents and Senior Vice-Presidents; and
- (xxv) any Director who has vacated his office as the Representative Council Member from his respective organisation(s) in accordance with Article 144.
- 124** (a) The FA Premier League and The Football League shall each be entitled to appoint up to six representatives to Council. A representative of The FA Premier League or The Football League shall be a person who is a Club Official of a football club in membership of The FA Premier League or The Football League respectively or the chairman, chief executive officer or other officer of either of those respective companies.
- (b) The FA Premier League and The Football League shall be entitled to appoint jointly one representative to Council. The criteria in Article 124(a) need not apply to the jointly appointed representative who may be any person chosen by The FA Premier League and The Football League.
- 125** The Football Conference shall be entitled to appoint up to two representatives to Council. The representatives of The Football Conference shall be a person who is a director of a football club in membership of The Football Conference, a member of the management committee of an unincorporated member of The Football Conference or the chairman, chief executive officer or other officer of The Football Conference.
- 126** The Isthmian League, The Northern Premier League and The Southern League shall each be entitled to appoint one representative to Council. A representative of The Isthmian League, The Northern Premier League and The Southern League shall be a person who is a director of a football club in membership of The Isthmian League, The Northern Premier League and The Southern League respectively, a member of the management committee of an unincorporated member of The Isthmian League, The Northern Premier League or The Southern League or the chairman, chief executive officer or other officer of any of those respective companies.
- 127** Each County Association that has been such for the previous three years and has had 50 or more football clubs in membership for at least one year shall be entitled to appoint one representative to Council. The Board shall be entitled to determine what shall or shall not qualify as a football club in membership of a County Association for the purposes of this Article 127.
- 128** Each of The University of Oxford Football Association, The University of Cambridge Football Association, The Amateur Football Alliance, The English Schools' Football Association, The Independent Schools' Football Association, The Army Football Association, The Royal Navy Football Association, The Royal Air Force Football Association, The League Managers' Association, The Professional Footballers' Association and The Referees' Association shall be entitled to appoint one representative to Council.
- 129** The Women's Football Conference shall be entitled to appoint up to two representatives to Council.
- 130** The Supporters' Representatives shall be the two individuals nominated by the Unified Football Supporters' Organisation to represent the interests of supporters. Such persons shall be an individual member, or employee of, or member of an organisation affiliated to the Unified Football Supporters' Organisation.
- 131** The Disability Football Representatives shall be the two individuals as nominated by the Disability Football Committee and appointed by Council.
- 132** The Inclusion Representatives shall be the individuals (up to two in number) as nominated by the Inclusion Advisory Board and appointed by Council.
- 133** The Divisions shall each be entitled to appoint one Divisional Representative to Council in accordance with the Standing Orders.
- 134** British Universities & Colleges Sport shall be entitled to appoint one representative to Council.
- 135** The Association of Colleges shall be entitled to appoint one representative to Council.
- 136** The FA Youth Council shall be entitled to appoint one representative to Council.

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- 137** The Inclusion Advisory Board shall be entitled to appoint up to two BAME Football Communities Representatives to Council who shall be representatives of Black, Asian and ethnic minority football communities.
- 138** The National League System Steps 5 and 6 shall be entitled to appoint one Steps 5 and 6 Representative to Council in accordance with the Standing Orders.
- 139** The Futsal Committee shall be entitled to appoint one Futsal and Small-Sided Representative to Council.
- 140** The FA Women's Super League and The FA Women's Championship shall be entitled to appoint one FA Women's Super League and FA Women's Championship Representative to Council.
- 141** The National Game Representatives on the Board from time to time shall be entitled to appoint one National Game Women's Representative to Council.
- 142** Council may from time to time establish eligibility criteria for the appointment of any Representative Council Member.
- 143** Each Term-Limited Council Member shall serve a term as a Member of Council from the date of appointment until either midnight on the day before the third Summer Meeting following the deemed date of his appointment or the date of his replacement or vacation of office if earlier and (subject to any provisions as set out in the Standing Orders in respect of age limits, involvement in football or otherwise and the provisions of these Articles (including as to term limits)) the Term-Limited Council Members shall be eligible for re-appointment at such third Summer Meeting. Unless otherwise expressly provided in the Articles, the date of appointment shall be deemed to be:
- (a) where appointed at a Summer Meeting, the date of such Summer Meeting; or
  - (b) where appointed other than at a Summer Meeting, the date of the Summer Meeting closest in date to the actual date of appointment, whether such Summer Meeting is before or after such actual date of appointment.
- 144** A Term-Limited Council Member shall not be entitled to serve on the Council for more than three terms, provided that the first term of any Term-Limited Council Member deemed appointed prior to the Summer Meeting in 2018 pursuant to either Article 143 or the Prior Articles shall be deemed to commence at the Summer Meeting in 2018. A Term-Limited Council Member who is a Director at the time that his term limit under this Article 144 is reached shall be entitled to continue to be a member of the Council for so long as he remains a Director and shall cease to be a Term-Limited Council Member for the purposes of these Articles, provided that:
- (a) he shall vacate his office as the Representative Council Member from his respective organisation;
  - (b) his appointing organisation(s) have the power to appoint a new representative as a replacement Representative Council Member at the next Summer Meeting following his vacation of office; and
  - (c) he shall immediately vacate his office as a Council Member upon ceasing to be a Director.
- 145** If any Representative Council Member is elected as a Vice-President subsequent to his appointment as a Representative Council Member, he shall continue in his capacity as Vice-President until his removal as a Representative Council Member from his respective organisation or, in the case of a Board Observer Council Member, until his vacation of office as a Board Observer Council Member. From the date of such removal the Vice-President shall automatically cease to be a Vice-President and the Council may elect a replacement Vice-President in accordance with Article 123(b)(iii).
- 146** On the death, resignation or removal or vacation from office of any representative, the organisation by which the representative was appointed under these Articles, shall have the power to appoint a new representative as a replacement.

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

**147** Notwithstanding the power of the Board to manage The Association as reserved in Article 96, Council shall have the following powers:

- (a) to manage all matters relating to:
  - (i) the operation of the Football Regulatory Authority and the Judicial Panel, and where appropriate, appointments to the Judicial Panel, pursuant to financial and other arrangements agreed with the Board;
  - (ii) the control and management of the National League System and the leagues beneath the National League System;
  - (iii) the criteria for membership of The Association;
  - (iv) the sanction of competitions and matches in England and overseas and the status and registration of players;
  - (v) the registration, control and development of refereeing;
  - (vi) the privileges of Members of Council and in particular issues of protocol, travel, seating and hospitality at matches;
  - (vii) youth football and the county youth cup competitions;
  - (viii) the composition of the committees of Council; and
  - (ix) the appointment, re-appointment or removal of the Chairman and Leader of Council and any other elections or appointments (as required) in respect of positions on Council;
- (b) to approve changes to the composition of Council (subject to the approval of the Board and the provisions of the 2006 Act);
- (c) to approve and recommend to the Shareholders proposed amendments to the Articles and the Rules (subject to the approval of the Board and the provisions of the 2006 Act (as applicable));
- (d) to make or alter such regulations as are deemed necessary to provide for matters arising from or to implement the Rules in so far as any such regulation is not in conflict with any Rule;
- (e) to debate any current and significant issues relating to football;
- (f) to amend and/or make Standing Orders regulating the conduct of the business of Council (subject to the approval of the Board);
- (g) to represent The Association at all "Football Association Semi Professional XI" representative matches;
- (h) to debate and consider those documents referred to in Article 153;
- (i) to debate and consider the appointment of the auditors of The Association; and
- (j) to receive reports from the Board on the exercise of the Board's powers on an annual basis at the Summer Meeting or at such other time as requested by Council,

PROVIDED THAT Council shall not have the power to make any decision (including any decision which purports to be binding on the Company) in relation to any financial or commercial matter or other business matter or which has any financial or commercial or other business effect unless specifically authorised to do so by the Board in accordance with these Articles.

**148** Council shall have the power to delegate matters within its jurisdiction only to the Football Regulatory Authority, the Judicial Panel, and such other committees, groups and panels as the Council shall establish from time to time. Other than the Football Regulatory Authority and the Judicial Panel, such committees, groups and panels shall not have the power to delegate any matters to others, without prior Board approval.

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

### SEAL

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- 149 The seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary (or by a second Director). Any document signed on behalf of the Company in accordance with section 44 (2) of the 2006 Act has the same effect as if executed under the Seal.

### INDEMNITY

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- 150 Subject always to the provision of the 2006 Act and so far as may be consistent with the Statutes, in the management of the affairs of The Association, no Director shall be liable for any loss to the property of The Association arising by reason of an improper investment made in good faith (so long as he shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or by any other Director in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was not strictly necessary or by reason of any mistake or omission made in good faith by any Director.
- 151 Subject to the provisions of the 2006 Act and so far as may be consistent with the Statutes:
- (a) every Director and any other officer of The Association (other than the auditors) shall be indemnified out of the assets of The Association against all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution and/or discharge of his duties and/or the actual or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or offices, providing that any such indemnity in relation to that Director or such officer shall only be valid in respect of any negligence, default, breach of duty or a breach of trust of which that Director or that officer may be guilty in relation to The Association to the extent that it constitutes a qualifying third party indemnity provision as defined in Section 234 of the 2006 Act;
  - (b) every Director or other officer of The Association (excluding the auditors) is exempted from any liability to The Association, where that liability would be covered by the indemnity in Article 151(a);  
and
  - (c) The Association may also provide funds to any Director or other officer (excluding the auditors) or do anything to enable any Director or such other officer to avoid incurring expenditure of the nature described in Section 206 of the 2006 Act.

### ACCOUNTS

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- 152 The Board shall cause true accounts to be kept of all the receipts, credits, payments, assets and liabilities of the Company, and of all other matters necessary for showing the true state and condition of the Company, and the accounts shall be kept in such books and in such manner as the Board think fit, and to the satisfaction of the auditors.
- 153 Not later than the end of the period for filing accounts and reports to the Registrar of Companies or (if earlier) the date on which the Company delivers its accounts to the Registrar of Companies, a copy of the Company's annual accounts and reports for each financial year must be sent to every Shareholder, every holder of the Company's debentures from time to time and every person who is entitled to receive notice of general meetings. Copies need not be sent to a person for whom the Company does not have a current address as defined in section 423 of the 2006 Act PROVIDED THAT the requirements of this Article shall be deemed satisfied in relation to any Shareholder by sending to such Shareholder, where permitted by the 2006 Act and instead of such copies, a summary financial statement derived from the Company's annual accounts and the report of the Directors and prepared in the form and containing the information prescribed by the 2006 Act and any regulations made thereunder.

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- 154** The Board shall procure that each of those documents referred to in Article 153 above shall at the same time as they are sent to Shareholders be sent to the members of Council and where possible laid before a meeting of Council.
- 155** The books of account shall be kept at such place or places as the Board appoint, and shall be open to inspection by a Shareholder with the consent of the Board or of a special resolution of the Company.

### AUDIT

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- 156** The accounts of the Company shall be annually examined and the correctness of the balance sheet and accompanying accounts ascertained by an auditor or auditors to be appointed by the Company at the annual general meeting in accordance with the provisions of the 2006 Act (such appointment to be subject to the prior consideration of Council where possible).

### NOTICES

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- 157** Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Board need not be in writing.
- 158** A notice may be served in accordance with the provisions of the Statutes. The Company may serve or deliver any notice or other document on or to a Shareholder: (i) personally; (ii) by sending it by post in a prepaid envelope addressed to the Shareholder at the registered address of the person or of the body referred to in Article 12 on whose behalf a share is held; (iii) by leaving it at the address referred to above; (iv) electronically to an electronic address or facsimile number notified to the Company by the Shareholder for this purpose; or (v) by reference to a particular website. A notice given to any person shall be binding on any body referred to in Article 12 on whose behalf that person acts or holds a share and all proceedings taken without any further or other notice shall be binding on such body.
- 159** A Shareholder present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 160** Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register, has been duly given to a person from whom he derives his title.
- 161** Proof that an envelope containing a notice or document was properly addressed, prepaid and posted shall be conclusive evidence that the notice or document was given. A notice or document sent by post shall be deemed to be given:
- (a) if sent by first class on the day following that on which the envelope containing it was posted; or
  - (b) in any other case, on the second day following that on which the envelope containing it was posted.
- 162** Where a notice or document is sent to an electronic address or facsimile number, service or delivery is deemed to be effected at the expiration of forty-eight hours after it was sent and in proving such service or delivery, it shall be sufficient to show that the sender's equipment indicates successful transmission within such period. Where a notice or document is sent by reference to a particular website, service or delivery is deemed to be effected when the recipient is notified of its availability on the website.
- 163** If at any time the Company is unable effectively to convene a general meeting by notices sent through the post in the United Kingdom as a result of the suspension or curtailment of postal services, notice of such general meeting may be sufficiently given by advertisement in the United Kingdom and in that event the notice shall be deemed to have been served on all Shareholders and other persons, who are entitled to have notice of meetings served upon them. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

## ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED

- 164** Any notice given by advertisement shall be advertised on the same date in at least two daily newspapers having a national circulation and such notice shall be deemed to have been served at noon on the day when the advertisement appears.

### WINDING UP

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- 165** If upon the winding up or dissolution of the Company there remains after the satisfaction of all debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the Shareholders, but subject to the next provisions shall be given or transferred to such institution or institutions having objects wholly or partially similar to the objects of the Company as shall be determined by the Shareholders at or before the time of dissolution or by the Board after such dissolution, or in default thereof by such Judge of the High Court of Justice in England and Wales as may have or acquire jurisdiction in the matter, or if and so far as effect cannot be given to such provision, then to some charitable object.

### RULES

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- 166** All Shareholders, Directors, Members of Council and any body appointing the same under these Articles, are bound by and subject to and shall act in accordance with the Rules and any regulations, standing orders, decisions, rulings or other findings, penalties or orders of any nature made pursuant to the Rules under Article 169.
- 167** The Rules shall be as determined by the Shareholders from time to time in general meetings. Proposals to amend the Rules may only be made by:
- (a) a Shareholder (PROVIDED THAT such proposal does not relate in any way to any financial or commercial matter or other business matter or which has any financial or commercial or other business effect); or
  - (b) the Board (PROVIDED THAT such proposal has been approved by Council).
- 168** Proposals to amend the Rules under Article 167 may only be made if:
- (a) such amendment complies with the Law and is not inconsistent with the Articles; and
  - (b) acting in accordance with the Rules incorporating such amendment would not place the Association, the Directors, the Members of Council, the Shareholders or any other person acting in accordance with the Rules pursuant to these Articles in breach of the Law or the Articles.
- 169** The Rules may provide that regulations, standing orders, decisions, rulings or other findings, penalties or orders may be made by Council or any committee thereof in order to carry out the intent or purpose of a Rule.
- 170** A resolution to amend the Rules shall be by way of ordinary resolution which shall be carried if supported by 75% or more of those Shareholders who are present and voting.

### ARTICLES OF ASSOCIATION

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- 171** The Articles shall be as determined by the Shareholders from time to time in general meetings and the provisions contained in these Articles. Proposals to amend the Articles may be made by the Shareholders pursuant to the 2006 Act or by the Board (PROVIDED THAT any such proposals made by the Board have been approved by Council).
- 172** Proposals to amend the Articles under Article 171 may only be made if:
- (a) such amendment complies with the Law; and
  - (b) the Articles incorporating such amendment would not breach the Law.

## TRANSITION PROVISION

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- 173** Any Vice-President who was appointed as a Member of Council prior to 1990 shall become a Life Vice-President at the age of seventy two years provided that he has completed twenty years' service (whether continuous or discontinuous) as a Member of Council.

## THE OBJECTS

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- 174** The objects for which The Association is established are:-
- (a) to promote the game of association football, futsal and beach soccer in every way that The Association shall think proper;
  - (b) to govern the game of association football, futsal and beach soccer with integrity and in doing so will seek to: (i) enforce rules and regulations of The Association and the applicable Laws of the Game for participants and take all such steps as shall be deemed necessary or advisable for preventing infringements of the rules and regulations of The Association and applicable Laws of the Game, or other improper methods of practices in such game, and for protecting it from abuses; and (ii) continue to encourage and promote compliance by all participants with best practice guidelines and work to address discrimination in all its forms, pursuant to the relevant Law and the rules and regulations of The Association; and
  - (c) to support the technical development of England international representative teams as well as professional and grassroots football generally.

## LIABILITY OF MEMBERS

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- 175** The liability of the members is limited.



# **Rules of the Association**





# RULES OF THE ASSOCIATION

as adopted by The Association on 23rd May 2019.

These Rules must be read in conjunction with the Articles.

## A. CONSTITUTION AND ADMINISTRATION OF THE ASSOCIATION

### THE ASSOCIATION

- 1 The Association shall have as members (which, for the avoidance of doubt, does not mean 'shareholders' or owners) those Clubs and Affiliated Associations such as Council may approve and which are otherwise qualified hereunder.

All Clubs and Affiliated Associations shall play and/or administer football in conformity with these Rules and also:

- (a) The Laws of the Game; and
- (b) the statutes and regulations of FIFA and UEFA which are in force from time to time.

### DEFINITION AND INTERPRETATION

- 2 In the interpretation of these Rules: any words and expressions, unless otherwise defined herein, shall be words and expressions as defined in the Articles:

Definition	Interpretation
2006 Act	means the Companies Act 2006 as amended, including any modification or re-enactment thereof for the time being in force;
Academy	means an establishment for the coaching and education of Academy Players operated by a Club in accordance with the requirements of the Professional Game Youth Development Rules;
Academy Player	means a male player (other than an Amateur Player or a Trialist) who is in an age group between Under 9 and Under 21 and who is registered for and who is coached by or plays football for or at a Club which operates an Academy pursuant to the Professional Game Youth Development Rules, save for a player who: <ul style="list-style-type: none"><li>(a) In the reasonable opinion of the Club which holds his registration has developed technical, tactical, physical and psychological skills of such a level that he would not benefit from participating or continuing to participate in its Academy's Coaching Programme and Games Programme;</li><li>and</li><li>(b) Is registered as a Contract Player for that Club;</li><li>and</li><li>(c) Is at least 18.</li></ul>
Affiliated Association	means an association which is either a County Association or an Other Football Association;
Appeal Board	means any appeal board as established from time to time whose purpose is to hear appeals made by Participants pursuant to its terms of reference from time to time;
Appropriately Qualified Accountant	means any individual who is a member of one of the bodies holding membership of the Consultative Committee of Accountancy;

## RULES OF THE ASSOCIATION

Definition	Interpretation
Articles	means the Articles of Association of The Association (and “Article” shall be interpreted accordingly);
Associate	means, in relation to an individual, any other individual who is: (a) the spouse or civil partner of that individual; or (b) a relative of that individual or of his spouse or civil partner; or (c) the spouse or civil partner of a relative of that individual or of their spouse or civil partner;
Associate Member Club	means a Club accorded the status of an Associate Member Club pursuant to Rule A3(c);
Associated Undertaking	means an undertaking in which another undertaking has a participating interest and over whose operating and financial policy it exercises a significant influence, and which is not a Parent Undertaking or Subsidiary Undertaking;
Board	means the board of directors of The Association for the time being, constituted in accordance with the Articles;
Business Day	means a day other than a Saturday, a Sunday a bank holiday or a public holiday;
Chief Executive Officer	means a person appointed from time to time to the office of chief executive officer by the Board in accordance with the Articles;
Chief Regulatory Officer	means the person who is employed by The Association in accordance with clause 4.5 of the Terms of Reference for the Composition and Operation of the Football Regulatory Authority;
Close Season	shall have the meaning set out in Rule B8(b);
Club	means any club which plays the game of football in England and is recognised as such by The Association;
Club Official	means any official, Director, secretary, servant or representative of a Club (whether formally appointed or not);
Competition	means any competition (whether a league or knock-out competition or otherwise) sanctioned by The Association and/or an Affiliated Association;
Concert Party	means any Person with which any relevant Person is acting in concert within the meaning of paragraphs (2) to (5) (inclusive) of the definition of “acting in concert” in the City Code on Takeovers and Mergers, or would be so acting in concert if the City Code on Takeovers and Mergers applied in the relevant case;
Connected Person	means any Person who directly or indirectly possesses or is entitled to acquire more than 30 per cent of: (a) the issued ordinary share capital of the company; or (b) the loan capital (save where loan capital was acquired in the ordinary course of the business of lending money) and issued share capital of the company; or (c) the assets of the company which would be available for distribution to equity holders in the event of winding up of the company;
Contract Player	means any player (other than a Player on a Scholarship) who is eligible to play under a written contract of employment with a Club;

## RULES OF THE ASSOCIATION

Definition	Interpretation
Control	<p>means the power of a Person to exercise, or to be able to exercise or acquire, direct or indirect control over the policies, affairs and/or management of a Club, whether that power is constituted by rights or contracts (either separately or in combination) and having regard to the considerations of fact or law involved, and, without prejudice to the generality of the foregoing, Control shall be deemed to include:</p> <ul style="list-style-type: none"> <li>(a) the power (whether directly or indirectly and whether by the ownership of share capital, by the possession of voting power, by contract or otherwise including without limitation by way of membership of any Concert Party) to appoint and/or remove all or such of the members of the board of directors of the Club as are able to cast a majority of the votes capable of being cast by the members of that board; and/or</li> <li>(b) the holding and/or possession of the beneficial interest in, and/or the ability to exercise the voting rights applicable to, Shares in the Club (whether directly, indirectly (by means of holding such interests in one or more other persons) or by contract including without limitation by way of membership of any Concert Party) which confer in aggregate on the holder(s) thereof 30 per cent or more of the total voting rights exercisable at general meetings of the Club. For the purposes of the above, any rights or powers of a Nominee for any Person or of an Associate of any Person or of a Connected Person to any Person shall be attributed to that Person;</li> </ul>
Council	<p>means the Council of The Association for the time being constituted in accordance with the Articles and Member of (the) Council shall be any person for the time being appointed to and serving on (the) Council in accordance with Article 123;</p>
County Association	<p>means an association which has been accorded the status of a County Association pursuant to Rule A4(a)(i);</p>
Director	<p>means any Person occupying the position of director of a Club whose particulars are registered or registrable under the provisions of section 162 of the 2006 Act and includes a shadow director, that is to say, a Person in accordance with whose directions or instructions the directors of the Club are accustomed to act, or a Person having Control over the Club, or a Person exercising the powers that are usually associated with the powers of a director of a company;</p>
Effective Date	<p>means 23 May 2019;</p>
Fellow Subsidiary Undertaking	<p>has the meaning set out in section 1161(4) of the 2006 Act;</p>
FIFA	<p>means the Fédération Internationale de Football Association or any successor body;</p>
Financial Institution	<p>means any entity which is incorporated in, or formed under the law of any part of the United Kingdom, and which has permission under Part 4 of the Financial Services and Markets Act 2000 to carry on the regulated activity of accepting deposits (within the meaning of section 22 of that Act, taken with Schedule 2 and any order under Section 22) but such definitions shall not include:</p> <ul style="list-style-type: none"> <li>(a) A building society (within the meaning of section 119 of the Building Societies Act 1986); or</li> <li>(b) A credit union (within the meaning of section 31 of the Credit Unions Act 1979).</li> </ul>

## RULES OF THE ASSOCIATION

Definition	Interpretation
Football Creditor	<p>means:</p> <ul style="list-style-type: none"> <li>(i) The Association and any Parent Undertaking of The Association and any Subsidiary Undertaking of that Parent Undertaking or The Association;</li> <li>(ii) The Premier League;</li> <li>(iii) The EFL;</li> <li>(iv) The National League;</li> <li>(v) The Northern Premier League;</li> <li>(vi) The Southern League;</li> <li>(vii) The Isthmian League;</li> <li>(viii) any member club of any of the organisations listed in (i) to (vii) above;</li> <li>(ix) any full-time or part-time employee of a member club, as defined in (viii) above, or former full-time or part-time employee of such a member club, in respect of sums due to such person by way of arrears of remuneration or expenses;</li> <li>(x) the Professional Footballers' Association;</li> <li>(xi) The Football Foundation;</li> <li>(xii) any Affiliated Association; and</li> <li>(xiii) any other affiliated clubs or leagues, and includes any successor bodies of any of the above;</li> </ul>
Football Regulatory Authority or "FRA"	means the football regulatory authority of The Association;
Full Member Club	means a Club accorded the status of a Full Member Club pursuant to Rule A3(c);
Group	shall have the same meaning as defined in section 474(1) of the 2006 Act;
Group Undertaking	has the meaning set out in section 1161(5) of the 2006 Act;
Interim Suspension Order	means an order that a Participant shall be suspended from all or any specific football activity, for such period and on such terms as is considered appropriate;
Intermediary	shall have the meaning ascribed to the term within The Association's Regulations on Working with Intermediaries;
Laws of the Game	means the laws of the game as settled and in force from time to time by the International Football Association Board;
League Appeals Committee	means an appeal committee comprising those persons set out in Rule C1(j)(xii);
Management Committee Member	means a person responsible for the management and administration of an unincorporated Club;

## RULES OF THE ASSOCIATION

Definition	Interpretation
Manager	means the person at a Club responsible for selecting a Club team;
Match	means a football match sanctioned by The Association and/or an Affiliated Association;
Match Officials	means all match officials recognised by the International Football Association Board, including but not limited to any category of 'on-field match officials' (such as referees, assistant referees, fourth officials, additional assistant referees and reserve assistant referees), and any category of 'video' match officials (such as video assistant referees and assistant video assistant referees).
Misconduct	shall have the meaning set out in Rule E1;
NADO	means National Anti-Doping Organisation;
National Game	means all aspects of football involving and affecting Participants in and at the level of step 1 of the National League System and below;
National League System	means the Competitions which interact with one another by way of promotion and relegation within those steps of the National Game pyramid as determined by Council from time to time;
Nominee	means, in connection to any Person, another Person who possesses rights or powers on his behalf, or which he may be required to exercise at his discretion;
Non-Contract Player	means any Player (other than a Player on a Scholarship) who is eligible to play for a Club but has not entered into a written contract of employment;
Non-Member Club	means any Club affiliated to an Affiliated Association which is not a Full Member Club nor an Associate Member Club;
Nursery Club	shall have the meaning set out in Rule A3(i);
Official	means any official, director, secretary, servant or representative of an Affiliated Association or Competition;
Other Football Association	means one or any of the following listed associations: <ul style="list-style-type: none"> <li>(a) The University of Oxford Football Association;</li> <li>(b) The University of Cambridge Football Association;</li> <li>(c) The Army Football Association;</li> <li>(d) The Royal Navy Football Association;</li> <li>(e) The Royal Air Force Football Association;</li> <li>(f) The Amateur Football Alliance;</li> <li>(g) The Women's Football Conference;</li> <li>(h) The English Schools' Football Association; and</li> <li>(i) The Independent Schools' Football Association;</li> </ul>

## RULES OF THE ASSOCIATION

Definition	Interpretation
Out of Contract Player	means a Contract Player whose contract has expired;
Parent Association	means the Affiliated Association of which a Club, in membership of more than one Affiliated Association, was first a member;
Parent Undertaking	shall have the same meaning as defined in section 1162 of the 2006 Act;
Participant	means an Affiliated Association, Competition, Club, Club Official (which for the avoidance of doubt shall include a Director), Intermediary, Player, Official, Manager, Match Official, Match Official observer, Match Official coach, Match Official mentor, Management Committee Member, member or employee of a Club and all persons who are from time to time participating in any activity sanctioned either directly or indirectly by The Association;
Person	includes any natural person, legal entity, firm or unincorporated association and in the case of a Person which is incorporated any of its Associated Undertaking, Fellow Subsidiary Undertaking, Group Undertaking, Parent Undertaking or Subsidiary Undertaking;
Player	means any Contract Player, Out of Contract Player, Non-Contract Player or other player who plays or is eligible to play for a Club or is subject to any suspension from playing;
Professional Game	means all aspects of football involving and affecting Participants in and at the levels of the Premier League and the EFL;
Professional Game Board	means a committee of the Board established by the Board from time to time in accordance with the Articles and responsible to the Board for the conduct of the Professional Game, whose composition shall be as determined by the terms of reference of the Professional Game Board from time to time;
Professional Game Youth Development Rules	means the Youth Development Rules of the Premier League and/or the EFL (as applicable).
Regulatory Commission	means any regulatory commission as established from time to time whose purpose is to hear Participants' cases;
Rules	means these rules of The Association (and "Rule" shall be interpreted accordingly);
Scholarship	shall have the meaning set out in Rule C3(a)(i);
Shares	means shares or other equity securities;
Subsidiary Undertaking	shall have the same meaning as defined in section 1162 of the 2006 Act;
The Association	means The Football Association Limited;
UEFA	means the Union of European Football Associations or any successor body;
WADA	means the World Anti-Doping Agency.

# RULES OF THE ASSOCIATION

## AFFILIATION OF CLUBS

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3 (a) **Application to be a Full Member Club**

A Club may apply to be a Full Member Club on the appropriate form published by The Association. A completed form must be received at The Association before 1st March in any calendar year.

(b) **Application to be an Associate Member Club**

A Club may apply to be an Associate Member Club on the appropriate form published by The Association. A completed form must be received by The Association before 1st March in any calendar year.

(c) **Control by The Association**

Eligibility to be a Full Member Club or an Associate Member Club shall be under the control of Council which shall have the power to make regulations concerning eligibility criteria and conditions. Notwithstanding that an application may satisfy such criteria and conditions, The Association shall have the power in its absolute discretion to refuse an application to be a Full Member Club or an Associate Member Club, and accordingly, only on the written confirmation of The Association shall a Club be accorded the status of either a Full Member Club or an Associate Member Club.

(d) **Rights and Privileges**

Neither a Full Member Club nor an Associate Member Club shall have rights or privileges other than as arise pursuant to the Articles and the Rules.

(e) **Resignation by a Full Member Club or an Associate Member Club**

A Full Member Club or an Associate Member Club may resign its status as such to have effect only at the end of the playing season. Written notice of an intention to resign must be received at The Association by 31st December in that playing season.

(f) **Termination of Status of a Full Member Club or an Associate Member Club**

Council may at any time decide that a Club shall cease to have the status of a Full Member Club or an Associate Member Club on such terms as it considers appropriate. A Club shall automatically cease to have the status of a Full Member Club or an Associate Member Club if it ceases to be in membership of an Affiliated Association.

(g) **Transfer of Membership**

Council may use the following criteria, and any other conditions in Council's absolute discretion, in deciding whether to approve the transfer of membership by a Full Member Club or an Associate Member Club:

- (i) the shareholders or members of the existing Full Member Club or Associate Member Club have voted to agree the transfer of the membership to the proposed future member;
- (ii) all Football Creditors of the existing Full Member Club or Associate Member Club must be fully satisfied;
- (iii) all other creditors of the existing Full Member Club or Associate Member Club must be satisfied and evidenced as such;
- (iv) the proposed future Full Member Club or Associate Member Club must provide financial forecasts showing their ability to fund the Full Member Club or Associate Member Club for the next 12 months or to the end of the season following transfer (whichever is the longer);
- (v) evidence of funding sources will be required; and
- (vi) where the proposed future Full Member Club or Associate Member Club is a company, then it shall be formed and registered in England and Wales under the 2006 Act.



(h) **Suspension of Membership/Rights and Privileges**

On such terms and conditions as it considers appropriate, Council may at any time suspend the status, rights and privileges of a Full Member Club or an Associate Member Club.

(i) **Nursery Clubs**

Any Club which is under obligation to another Club, written or otherwise, by reason of which it has not the sole and entire control of its own management, finances and Players, shall be deemed to be a "Nursery Club" and is not entitled to be a Full Member Club or an Associate Member Club.

(j) **Annual Return of a Full Member Club and an Associate Member Club**

(i) Each Full Member Club, Associate Member Club and any other Club which The Association determines from time to time, shall forward to The Association before 1st July in each calendar year a completed Form "A" (in such form as shall be published by The Association from time to time) and shall supply such further information as is required by Council.

(ii) A Club shall report to The Association within 21 days any change in the information set out on the Form A most recently submitted.

(iii) If the Club has failed to submit a fully completed Form A to The Association by 1st July in any calendar year it shall be subject to such fine or other appropriate sanction as may be determined by Council.

(k) **Subscription Fees of Full Member Clubs and Associate Member Clubs**

(i) Each Full Member Club and Associate Member Club shall on or before 1st July in each calendar year pay to The Association such subscription fee as shall be determined from time to time. An annual subscription shall not be refundable in any circumstance.

(ii) A Full Member Club or an Associate Member Club which has failed to pay any subscription due to The Association by 1st July in any calendar year shall be subject to such fine or other appropriate sanction as may be determined by Council.

(l) A Club competing in any one of the Premier League, the EFL, the National League, the Southern Football League, the Isthmian League and the Northern Premier League shall not be permitted to change its playing name (i.e. the name under which the Club competes in a Competition), as recorded on Form "A", save with the prior written permission of Council.

Any application for a change of playing name must be received by The Association on or before 31 December in a playing season in order for it to be considered by Council for adoption in the following playing season. Council will use its absolute discretion in deciding whether to approve a change in a Club's playing name.

(m) Where a Club is a company, that company must be formed and registered in England and Wales under the 2006 Act.

## RULES OF THE ASSOCIATION

### AFFILIATION OF ASSOCIATIONS

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4 (a) **Conditions of Affiliation**

- (i) Each County Association shall cover a defined area and shall neither extend nor alter such area without first having obtained the written consent of The Association and accordingly, only on the written confirmation by The Association shall an association be accorded the status of a County Association.
- (ii) Each Other Football Association shall cover a defined category of membership as determined from time to time by The Association and shall neither expand nor alter such category of membership without first having obtained the written consent of The Association and accordingly, only on the confirmation by The Association shall an association be accorded the status of an Other Football Association.
- (iii) Affiliated Associations may admit to membership Clubs within their area, and provide for the proper management and control of such Clubs.
- (iv) An annual affiliation fee shall be paid by all Clubs in membership with Affiliated Associations and shall not be less than the amount determined from time to time by The Association.
- (v) All Clubs which are Non-Member Clubs shall observe the Rules.
- (vi) Second or reserve teams must always be so described.

(b) **Subscription**

A membership fee, payable within one week of approval of application, and an annual subscription payable by 1st July in each calendar year, shall be as determined from time to time by The Association.

(c) **Other Associations and Clubs**

Council shall have the power to admit into membership any association of clubs within the British Commonwealth, or any club in any area where an association has not been established. The annual subscription shall be as determined from time to time by The Association. The membership of either such association or club does not confer the right to send a representative to any meeting of The Association, nor to exercise a vote at any such meeting.

### FAILURE TO PAY SUBSCRIPTION

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- 5 An Affiliated Association whose subscription is unpaid on 1st July in any calendar year shall be subject to such fine or other appropriate sanction as may be determined by Council.

### POWERS OF THE ASSOCIATION

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- 6 Save as expressly provided by these Rules, resolutions and decisions of The Association shall be binding upon all Affiliated Associations, Participants and Clubs and any members thereof, until they are rescinded or varied.

### PRIVILEGES OF COUNCIL MEMBERS

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- 7 Each Member of Council shall be furnished with an annual pass (which shall not be transferable), and all Clubs shall admit the holder to their grounds and stands upon production of such pass without requiring any other authority, except on occasions when Council shall otherwise decide.

## B. SANCTIONING OF ASSOCIATIONS, COMPETITIONS AND MATCHES

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### SANCTIONING OF COMPETITIONS

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1 (a) **Form “D”**

Associations, Competitions or other combinations of Clubs, Players or Officials, shall not be formed without the written consent of The Association, or of the Affiliated Association or Affiliated Associations concerned.

All applications for formation of Competitions (other than Competitions for charity) shall be made on Form “D” (in such form as shall be published by The Association from time to time), and applications for continuance must be made on this Form D annually.

All Affiliated Associations, Competitions or other combinations of Clubs, Players or Club Officials, Officials or Match Officials shall observe the Rules.

Associations or Clubs in membership of or affiliated to The Association and/or an Affiliated Association shall not play against any association or club belonging to any association, competition or combination of clubs to which such consent has not been given.

Clubs being members of more than one Affiliated Association shall be under the jurisdiction of the Affiliated Association of which they first became a member, except in matters arising in a match under the control of another Affiliated Association, or in any other case where The Association, in using its discretion, determines that this position should not apply.

(b) **Competition Regulations for Clubs and Players**

Any Competition or other combination of Clubs may, subject to these Rules, make such regulations between their Clubs and Players as they may deem necessary.

Appeals relating to decisions of the Premier League and EFL shall be dealt with in accordance with the relevant rules and regulations of each Competition.

Save for the Premier League and EFL, where a Competition or other combination of Clubs is sanctioned directly by The Association, Council shall cause an appeals commission to be appointed.

Where a Competition or a combination of Clubs is sanctioned by an Affiliated Association an appeals commission shall be appointed by the sanctioning Affiliated Association.

(c) **Powers of Affiliated Associations over Clubs not in Membership of an Affiliated Association**

(i) An Affiliated Association must not close a ground of a Club of another Affiliated Association. The matter must be dealt with by a joint commission of the Affiliated Associations concerned.

(ii) Clubs entering a Competition of an Affiliated Association of which they are not in membership shall be under the control of that Affiliated Association so far as the rules of the Competition are concerned. If in such matches, Clubs or Players are reported for offences against the Laws of the Game, or the Rules, such offences shall be dealt with by a joint commission of the Affiliated Associations concerned unless otherwise mutually agreed.

## RULES OF THE ASSOCIATION

### NATIONAL LEAGUE SYSTEM

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- 2 (a) There shall be a National League System comprising participating Competitions between which relegation and promotion links shall operate on such basis as shall be determined by Council from time to time.
- (b) The Competitions and the Clubs participating in the National League System shall be bound by relevant regulations of The Association from time to time in force.
- (c) The Competitions participating in the National League System shall be as determined by Council from time to time.

### CHARITY ASSOCIATIONS, BENEFIT COMPETITIONS AND CHARITY MATCHES

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#### 3 (a) Form "E"

Charity associations or benefit Competitions shall not be formed without the written consent of The Association or of an Affiliated Association. All applications for formation shall be made on Form "E" (in such form as shall be published by The Association from time to time) and applications for continuance must be made on this form annually.

All charity associations or benefit Competitions shall observe the Rules and regulations of The Association.

Associations, Clubs or Players in membership of The Association and/or an Affiliated Association shall not play or take part in any charity association or benefit Competition to which consent has not been given.

#### (b) Charity Matches

Individual matches (not competition matches) may be played, for charity, or some similar object approved by The Association and/or an Affiliated Association.

Reasonable expenses not exceeding 20% which may be approved by the consenting association on the application for consent, may be deducted from the gross proceeds.

The balance must be paid over within 14 days of the match being played, and at the same time a return of the sums received and paid together with the necessary receipts, must be sent to the association which gave consent.

A match arranged between two Clubs or teams in which a trophy, medals or other reward is given to the Club or Players is not a Competition within this Rule.

### SANCTIONING OF MATCHES

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#### 4 (a) Unaffiliated Football

Clubs, Players and Club Officials subject to the jurisdiction of The Association and/or an Affiliated Association shall not be associated with nor play with or against any club which is not a member of The Association and/or an Affiliated Association. Those who immediately prior to their association with unaffiliated football organisations were under the jurisdiction of The Association and/or an Affiliated Association, shall not be eligible to participate in football under the jurisdiction of The Association and/or an Affiliated Association without the written consent of The Association and/or an Affiliated Association.

No match between unaffiliated teams shall be played on grounds which are under the jurisdiction of Clubs which are in membership with The Association and/or an Affiliated Association.

## RULES OF THE ASSOCIATION

### (b) International Matches

- (i) This Rule does not apply to Matches in a Competition sanctioned in accordance with Rule B1(a) or matches in a competition organised by FIFA or one or more of the Confederations.
- (ii) Affiliated Associations, Competitions or Clubs wishing to play a match or participate in a competition involving:
  - (A) members of another national association; or
  - (B) a member or members of The Association and/or Affiliated Association on the territory of another national association.
- (iii) An application for authorisation made in accordance with Rule B4(b)(ii) above must be made at least 60 days prior to the date of the intended match or the first match of the competition on the prescribed forms published by The Association.
- (iv) The Association has in its discretion the power to authorise or refuse an application.
- (v) Where a national association provides in its rules for the membership of all associations, competitions, and clubs within its area, authorisation for matches with unaffiliated associations, leagues or clubs will not be given.
- (vi) An applicant Affiliated Association, Competition or Club shall be responsible for providing evidence of any such authorisation to the national association upon whose territory the match or competition is planned (except where that national association is The Association).

## FOOTBALL AND RELIGIOUS OBSERVANCE

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- 5 (a) A Participant cannot be compelled to play football on bona fide occasions where religious observance precludes such activity, save where the Participant:
- (i) has consented to do so on such occasions; or
  - (ii) is registered as a Player under written contract, which shall be taken as consent to play on such occasions unless otherwise provided for in the contract.
- (b) Annually, when planning programmes, Competitions shall define and notify agreed dates of such occasions.

## SCRATCH TEAMS

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- 6 Except with the written consent of The Association, or of the Parent Association, no match at which gate money is taken shall be played if either of the competing teams is a scratch team. Where consent is given for such a match the provisions of Rules B7(a) and 7(b) shall apply.

## RULES OF THE ASSOCIATION

### PROCEEDS OF MATCHES OR COMPETITIONS

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- 7 (a) Clubs and Players shall not compete in any Match or Competition (including small - side Matches or Competitions) the proceeds of which are not devoted to a Club or association or some other object approved by The Association or by an Affiliated Association.

#### Small-Side Matches

- (b) Small-side Matches and Competitions (not more than seven-a-side) may be arranged provided that:
- (i) the Competition has been sanctioned by The Association or the relevant Affiliated Association in accordance with the agreed procedures laid down from time to time by The Association;
  - (ii) in the case of single matches, charity Competitions and Competitions played over a short period of days, they must be sanctioned by The Association or the Affiliated Association concerned in accordance with agreed procedures laid down from time to time by The Association;
  - (iii) the sanctioning of such a match or Competition in this case shall automatically accord to the team and/or Competition the status of an affiliated body and to the Players participating in the match or Competition the status of affiliated Players for the team for which they play in the match or Competition. A list of the competing teams must be submitted to the sanctioning association;
  - (iv) the rules governing the eligibility and conduct of the Players shall be under the control of the management committee of the Competition subject always to the overriding authority of The Association or the Affiliated Association concerned and shall in so far as practicable be in conformity with the Rules. In the case of individual Matches the eligibility and conduct of the Players shall be the responsibility of the sanctioning body;
  - (v) for small-side games played for charitable objectives a statement of accounts of the event shall be supplied to the sanctioning body concerned within 21 days;
  - (vi) where two Affiliated Associations cover the same area, the permission must be obtained from the appropriate Parent Association;
  - (vii) there shall be no Close Season for small- side games; and
  - (viii) the laws applicable to small-side games are printed elsewhere in this handbook.

### THE PLAYING SEASON

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8 (a) **The Association to Determine**

The Association shall determine annually the date on which the playing season shall commence and the season shall terminate not later than the following 1st June. Each Competition shall within the limit laid down by The Association, determine the length of its own playing season.

(b) **The Close Season**

The "Close Season" shall be defined as the period between 1st June and 30th June inclusive each calendar year, save where The Association makes an order to the contrary.

(c) **Matches Which May be Played in the Close Season**

No Matches other than the following may be played in the Close Season:

- (i) small-sided Matches as specified in Rule B7, mini-soccer Matches or Matches played according to "The Laws of the Game – 9 v 9" and those organised in connection with works' clubs sports days on private grounds and at fetes and similar sports functions;

## RULES OF THE ASSOCIATION

- (ii) Matches between Army, Navy and Royal Air Force teams and teams of the Auxiliary Forces in Competitions whilst in camp. Such Competitions shall be strictly confined to the units concerned and gate money shall not be taken;
  - (iii) Matches involving members of boys' brigades, scouts and kindred organisations in Competitions whilst in camp;
  - (iv) Matches for national representative teams or clubs played under the auspices of FIFA or UEFA; and
  - (v) Matches between Clubs in the Premier League and the EFL for the following season, and between Clubs in The FA Women's Super League. This sub-paragraph (v) shall also apply to any successor in title to any of the Leagues specified;
  - (vi) 11v11 matches in sanctioned Leagues or Competitions that meet the criteria in accordance with the "Regulations for the Sanction and Control of Competitions" and are approved by The Association or sanctioning Association;
  - (vii) Single day, weekend and bank holiday competitions and festivals meeting the criteria and receiving sanction; and
  - (viii) Pilot projects granted dispensation by The Association or sanctioning Association.
- (d) **Matches Which May be Played Prior to the Commencement of the Season**
- After 30th June, and prior to the commencement of the playing season, Matches may be played between teams of the same Club or between teams of different Clubs.
- (e) An appropriation will be made annually from the amount payable to the competing Clubs, The Association and the "Cup Pool" from "The FA Challenge Cup Semi-Finals and Final" of 5.5% and 2.5% from the net receipts of "The FA Community Shield" to which the EFL will contribute 6.3% of the net gate from its "League Cup Semi- Finals and Final". The total amount will then be distributed to Affiliated Associations as decided by The Association.
- (f) **Eligibility of Players**
- Players who have not previously been registered or recognised playing members of Clubs, or who have not been engaged for the following season may play in matches after 30th June and prior to the commencement of the playing season.
- (g) **Special Provisions**
- (i) The appropriate sanctioning association, whether it be The Association and/or an Affiliated Association, may grant special permission for Competition and other Matches to be played preceding the dates fixed by The Association for the opening of the playing season and shall attach to the granting of such permission whatever conditions it may deem expedient.
  - (ii) Notwithstanding the provisions of Rule B3(b), The Association shall determine in each calendar year, the date on which and the financial conditions under which "The Football Association Community Shield" Match shall be played.
  - (iii) Notwithstanding the provisions of this Rule, Affiliated Associations shall determine the dates on which "County Cup" Matches shall be played.

### SUSPENSION OF THE GAME AND EXTENSION OF SEASON

- 9 The Association shall have power to suspend the game either sectionally or entirely. The Association may also extend the periods for playing, as from time to time, in its discretion, shall be deemed necessary or desirable, and agreements between Clubs, Players, and Club Officials, Officials and Match Officials shall be subject to such decisions.

### C. RULES RELATING TO PLAYER STATUS AND CONTRACTS

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#### PLAYERS WITH WRITTEN CONTRACTS

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**1 (a) Minimum Age**

- (i) A Player under 18 years of age and in receipt of full-time education<sup>1</sup> may not enter into a contract of employment with a Club in membership of The Association and/or an Affiliated Association.
- (ii) A Player under 17 years of age may not enter into a contract of employment with a Club in membership with The Association and/or an Affiliated Association, except under a Scholarship as provided for by Rule C3.

**(b) Financial Arrangements – Registration**

- (i) Subject to paragraph (a) and (b)(ii) to (b)(viii) of this Rule, and to the rules and regulations of the league of which the Club is a member, any Club in membership of The Association and/or an Affiliated Association may negotiate a financial arrangement with its Players.
- (ii) All Players under written contract must be registered with The Association.
- (iii) No Club may enter in to an Agreement which enables any party, other than the Club itself, to influence materially the Club's policies or the performance of its teams or Players in Matches and/or Competitions.

This Rule shall be applied in conjunction with any regulations governing Third Party Interest in Players as may be adopted by The Association from time to time, and the term "Agreement" shall be construed in accordance with those regulations.

- (iv) All payments and/or benefits whatsoever due and/or made to a Player must be set out in a written agreement between the Club and the Player. Any other payments and/or benefits whatsoever due and/or made on behalf of, or in relation to, a Player (not otherwise detailed in the written agreement between the Club and Player) must also be set out in a written agreement, to which the Club shall be a party.

In each case a copy of any such agreement must be provided to The Association.

- (v) All payments made to Players must be made by the Club and fully recorded in the accounting records of the Club.
- (vi) All salaried payments must be subject to PAYE and National Insurance.
- (vii) All salary payments due on written contracts must be stated gross, before PAYE and National Insurance deductions.
- (viii) Any Players paid expenses must be reimbursed via an expense claim form. The Club must retain all expense records in a format acceptable to HM Revenue and Customs.

**(c) Contract of Employment**

- (i) All contracts must be in the full name of the Club. If the Club is a corporate body, the contract must also include the company registration number.
- (ii) Contracts or letters of employment exchanged between a Club and any Club Official, Player or any other employee of the Club, must specify that all emoluments due are paid to the employee concerned and not to any company or agency acting on behalf of the employee.
- (iii) All such contracts must also specify that the individual is directly under the disciplinary control of the Club and of The Association.

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<sup>1</sup>: Throughout these Rules full-time education refers to a child who is of compulsory school age within the meaning of the Education Acts applying in England or who is over the school leaving age but is for the time being attending a school or in full-time education in an establishment of further education.



**(d) Form G(1) – Registration for One Calendar Month**

A registration for a period of one calendar month is effected when The Association receives Form “G(1)” (in such form as shall be published by The Association from time to time), signed by the Player.

**(e) Form G(2) – Registration Exceeding One Calendar Month**

A registration for a period in excess of one calendar month is effected when The Association receives Form “G(2)” (in such form as shall be published by The Association from time to time), signed by the Player. Such a registration must terminate on the first Saturday in May, or the date of the last league or knock-out Competition match of the Club's first team, whichever is the later, or on 30th June in any calendar year.

**(f) Forms to be Returned to The Association**

- (i) Within five days of having been signed by the Player, Forms G(1) or G(2) must be returned to The Association, accompanied by a copy of the contract.
- (ii) A Player seeking registration under written contract is not permitted to play under the terms of the contract until the Club registering the Player has received the confirmation of registration from The Association.

**(g) Transfers**

- (i) A Player's registration may be transferred from one Club to another using the relevant Form “H” (in such form as shall be published by The Association from time to time). The Player must be re-registered by the Club to which the registration is transferred.
- (ii) A transfer must be bona fide; applications for the purpose of obtaining a Player's registration for special matches are not permitted.
- (iii) In the case of last-minute registration or transfer of a Player, the registration form, contract of employment and the transfer form (if any) must first be sent to The Association by facsimile transmission or by electronic mail and then the original documents to follow by first- class mail.
- (iv) In the event of a Player registration being transferred from one Club to another in consideration of the payment of a fee, a copy of the written transfer agreement must be sent to The Association with the transfer and registration forms and the contract of employment. In the event of a transfer of a Player where a consideration is agreed, the consideration can only be paid between the two Clubs (the transferor and transferee Clubs) or otherwise in accordance with the Rules and regulations of The Association. The full name of each contracting Club should be stated in the transfer agreement. The full consideration involved must be recorded in the accounting records of both Clubs.
- (v) The following payments must be made through The Association in accordance with the procedures adopted by The Association which are in force from time to time:

In respect of a Player's registration:

- (a) A payment to a club which is affiliated with another national association in membership of FIFA; and
- (b) A payment by a member of the Premier League or the EFL to a Club which is a member of the National League System (unless Competition rules require otherwise).

Intermediary/Authorised Agent

- (c) Any payment to an Intermediary in accordance with The FA Regulations on Working with Intermediaries; or
- (d) Any payment to an Authorised Agent (as defined under the relevant FA Football Agents Regulations in force at the relevant time)..

## RULES OF THE ASSOCIATION

- (vi) For leagues sanctioned by The Association, when a Player is temporarily transferred between Clubs in the same league or in different leagues, compliance with the relevant league rules must govern the transfer.
- (vii) A copy of the appropriate association or league's temporary transfer form must be submitted to The Association within five days of its signature.
- (viii) In the case of last-minute registration of a temporary transfer the provisions set out in Rule C1(g)(iii) above must be observed.
- (ix) A Club accepting a Player on temporary transfer must satisfy itself as to the Player's fitness.
- (x) A Player subject to a temporary transfer must not play until such transfer has been authorised by The Association.
- (xi) In the event of a Player under temporary transfer being recalled in accordance with the rules of the league or leagues concerned, a copy of the recall letter or notice must be received and acknowledged by The Association before the Player can play for the Club initiating the recall.

### (h) **Second Registration Not Permitted**

The signing of a second registration form before The Association has declared the first invalid is an offence.

### (i) **Registered Players to Play for One Club Only**

- (i) A Player registered with The Association can play only for the Club holding the registration unless:
  - (A) in the case only of benefit, testimonial and charity matches, the Player obtains by written request special permission of The Association; or
  - (B) is temporarily transferred in accordance with Rule C1(g)(vi); or
  - (C) is registered under a Scholarship in accordance with Rule C3;or
  - (D) at steps 1 to 4 of the Women's Football Pyramid (as defined in the Women's Football Pyramid Regulations) only, where a Player attends a higher education establishment, the Player is also permitted to play for that establishment, provided the Player's Club has provided written consent;
  - (E) has the written permission of the Club, copied to The Association, to play not more than two trial matches for another Club, provided that such matches are not for the first team of that Club in a Competition Match and are both within a period of one month from the date of such permission, which shall not be repeated in the same playing season for the same Player to the same Club.
- (ii) Where a Club has a Nursery Club (as defined in Rule A3(i)), a Player registered with the Club to which it is under obligation may also play for the Nursery Club without further registration.

### (j) **Agreements between Club & Players**

Only sub- Rules C1(j) (i) and C1(j)(xiii) apply to Clubs participating in the Premier League and EFL

- (i) Clubs must enter into a written contract of employment with their Players on the relevant form approved by The Association), with or without an option. Such contracts must clearly indicate all the terms and conditions of employment, be of stated duration and signed at the same time as a relevant registration Form "G" (in such form as shall be published by The Association from time to time). A copy of the contract of employment must be handed to the Player at the time of signing both documents. Contracts of employment signed by Players who are under the age of 18 at the time of signing must also be signed by a parent or guardian.

## RULES OF THE ASSOCIATION

- (ii) There shall be no right to a compensation or transfer fee by the previous Club of a Player who has attained the age of 24 years on or before 30th June and whose contract with that Club has expired. If a Club wishes to offer re-engagement to a Player or exercise an option contained in the agreement the following practice shall prevail.
- (iii) Within 7 days of the first Saturday in May, or the date of the last competitive Match of the Club's first team, whichever is the later, the Club must give notice in writing to the Player indicating that either the Club offers a re-engagement or, if appropriate, exercises any option contained in the agreement.
- (iv) If the notice offers re-engagement it must specify the period which the Club is prepared to agree and the terms and conditions to apply, which must be the same or not less favourable overall than those which applied during the initial period of employment – or the option period (if applicable).
- (v) The Player must notify in writing the Club holding the registration within 28 days of receipt of the said notice whether or not the offer of re-engagement is accepted.
- (vi) If the offer is rejected the Player is immediately free to negotiate with another Club.
- (vii) If the Player does not reply in writing to the offer of re-engagement then at the expiry of a period of 28 days, the Player is free to negotiate with another Club.
- (viii) In either of the instances as set out in Rules C1(j)(vi) and (vii) above, the Club holding the Player's registration has the right to receive compensation. The Player's registration for the new Club will not be accepted until such time as the Club has confirmed in writing to The Association that it will negotiate a compensation fee with the former Club failing which it will abide by any decision taken by a League Appeals Committee.
- (ix) An existing agreement shall continue and have full force and effect between the parties on the terms and conditions as those pertaining prior to the expiration of the initial period of employment, or the option period if appropriate, and the Player will continue to train and play as instructed by the Club until 31st August, or the date on which the Player registers for another Club, whichever is the sooner.
- (x) In the event of the Player continuing to play for the Club after the 31st August, a week-to-week agreement must be completed and submitted to The Association under which the Player will continue to be paid in accordance with the terms of the existing agreement.
- (xi) In the event of the Player signing for another Club which is unable to reach agreement on the payment of a compensation fee to the Club holding the Player's registration in pursuance of the existing agreement then such fee shall be dealt with by a League Appeals Committee.
- (xii) A League Appeals Committee shall comprise one nominated representative from each of the following:
  - (A) Council (to act as an independent chairman);
  - (B) the management committee of the appropriate league or leagues; and
  - (C) the Professional Footballers' Association.

The committee may, at its discretion, order either the Club or the Player to pay all or part of the costs involved in an appeal. The same committee also applies to Rules C1(k), (l) and (m).

## RULES OF THE ASSOCIATION

- (xiii) If the notice to exercise any option contained in the agreement on the same or not less favourable terms and conditions overall, as in the agreement but excluding the option provision, and that such further period shall not be for longer in extent than that of the initial period of employment, the agreement can continue in full force and effect, as between the parties hereto and shall terminate on the last day of the option.
- (xiv) All notices required to be given to Players under this Rule must be sent either by registered mail or recorded delivery or a written acknowledgement otherwise obtained;
- (xv) By 1st June in each calendar year all Clubs must notify The Association of Players who have been offered re-engagement or on whose agreement the option has been exercised.

### (k) **Cancellation of Agreement**

- (i) Where conditions form part of an agreement other than payment of wages for playing football, in dealing with claims, a league or a League Appeals Committee, will restrict its investigations and decisions solely to the question of wages for playing as stipulated in the agreement.
- (ii) Except by mutual consent, a Club or Player is not entitled to determine an agreement between them without the written consent of The Association or in accordance with Rule C1(I).
- (iii) When an agreement has been determined by mutual consent, notice signed by the Club and the Player shall at once be sent to The Association who will cancel the registration.
- (iv) In the case of last-minute cancellation of a Player's registration, a signed notice must first be sent to The Association by facsimile transmission, and then the original documents to follow by first-class mail. Additionally, electronic mail may also be transmitted to indicate the time of posting, which will also be accepted as the time of receipt if the mailed documents are found to be in order.
- (v) When an agreement has been determined by mutual consent the Player shall not be permitted to re-register for the original Club within three months at the date of determination except with the written consent of The Association.
- (vi) The Association has power to cancel the registration of a Player at any time upon application of the Player or the Player's Club. In the event of a Club ceasing to be a member of a league within the National League System, other than by reason of promotion, relegation or expulsion, as set out in Regulation 4 of the National League System, all contract Players and scholars of the that Club may from the date of cessation elect to terminate their registration with that Club by advising them and The Association in writing of their intention.

The Association shall provide to such Players and scholars written confirmation that their registration has been terminated, which shall stipulate the date on which such termination takes effect.

From that stipulated effective date of termination, such Players and scholars shall be free agents and may sign for another Club without a transfer fee becoming payable to the former Club.

### (l) **Termination of Agreement**

Where an agreement between Club and Player in any league or other Competition provides for either the Club or Player terminating by 14 days' notice, the following practice shall prevail:

- (i) a Club or Player has the right to appeal to the management committee of the appropriate league or other Competition and a further right of appeal to the appeals committee of that body;
- (ii) a Club, on giving 14 days' notice to a Player to terminate the agreement, must state in the notice the name and address of the secretary of the appropriate league or Competition to which the Player may appeal, and must at the same time give notice to the league or Competition of which the Club is a member;

## RULES OF THE ASSOCIATION

- (iii) a Player, on giving 14 days' notice to a Club to terminate the agreement, must at the same time give notice to the league or Competition of which the Club is a member.
  - (iv) the notice terminating the agreement must inform the Club or Player of the grounds for such notice;
  - (v) a copy of the notice sent to the Club or Player must at the same time be forwarded to The Association;
  - (vi) either Club or Player shall have the right of appeal to the league or other Competition, but such appeal must be made within seven days of the receipt of a notice; and the management committee must hear such appeal within 14 days of receipt of the notice of appeal;
  - (vii) if either party is dissatisfied with the decision, there shall be a further right of appeal to the appeals committee of the appropriate league or other Competition but such appeal must be made within seven days of the receipt of the decision of the management committee, and must be heard by the appeals committee within 14 days of the receipt of the notice of appeal;
  - (viii) the appropriate league or other Competition must report to The Association when the matter is finally determined, and the agreement and registration shall be cancelled by The Association where necessary;
  - (ix) agreements between Clubs and Players shall contain a clause showing the provisions made for dealing with such disputes and for the cancelling of the agreements and registration by The Association; and
  - (x) Clubs belonging to any league or other Competition may make similar regulations which provide for a right of appeal by either party to the Affiliated Association or to The Association.
- (m) **Disciplinary Suspension**
- (i) In the case of breach by a Player of the training or disciplinary rules or orders of the Club, a Club not wishing to use the larger powers contained in Rule C1(l) shall have the right to suspend such Player for a period not exceeding 14 days or impose a fine not exceeding two weeks' wages and shall state whether or not the Player shall receive his basic wage during the period that the Player is ordered not to attend at the Club.
  - (ii) The Club shall, within two days, notify The Association and the league(s) in which the Club's first team competes of such suspension or fine.
  - (iii) Within seven days of receipt of such notice of a fine or suspension the Player has the right to lodge an appeal to the management committee of the more senior league of which the Club is a member who shall hear the appeal within 14 days of receipt of the notice of appeal.
  - (iv) If either the Club or Player is dissatisfied with the decision of the league each is entitled to appeal to a League Appeals Committee within seven days of receipt of the decision, and be heard within 14 days of receipt of the notice of further appeal. The Player may request that an appeal made in accordance with this Rule shall be dealt with at a personal hearing.
  - (v) In any event the suspension or fine shall not operate as a termination or cancellation of the agreement between the Club and Player.
- (n) **Re-engagement of Players**
- (i) A Player under written contract with a Club who is seeking re-engagement may enter into a new agreement with, and again be registered for, the Club at any time.
  - (ii) Until the existing agreement or any renewal of it has terminated:

## RULES OF THE ASSOCIATION

- (A) a Player may not enter into any agreement with any other Club in membership with The Association, or an Affiliated Association, or of any other national football association; and
  - (B) the Player may not be approached by any other Club, or Club Official of any other Club, or any person with a view to inducing the Player to leave the Club for which the Player is registered, except with the written permission of that Club.
- (iii) If, by the time specified for such notice to be served, the Player has not received notice exercising an option or offering a further re-engagement under paragraph C1(j) of this Rule, the Player is free to make such enquiries or approaches as thought fit to secure employment when the agreement or renewal of it terminates.
  - (iv) A Player under suspension may be re-signed by the Club, or any option conferred on the Club may be exercised, subject to the terms of the suspension.
  - (v) In the event of a Player registered with a Club in membership with the Premier League or the EFL being offered re-engagement terms in accordance with the regulations of the appropriate league but wishing to accept an engagement as a Player with a Club not in membership with either league, and the Clubs not being able to reach agreement on the payment of a compensation fee, providing the Club concerned has complied with the appropriate league's regulations relating to right to a compensation fee, such compensation fee shall be determined by an appeals committee comprising one nominated representative of each of The Association (who shall act as chairman), the Premier League or the EFL, the Professional Footballers' Association and the other league involved.
  - (vi) In the event of a Player registered with a Club not in membership of the Premier League or the EFL not having accepted re-engagement terms in accordance with the Rules C1(j)(ii) to C1(j)(xv) inclusive and having negotiated terms with another Club, and the Clubs not being able to reach agreement on the payment of a compensation fee, then provided the Club holding the Player's registration has complied with the Rules, such compensation fee shall be determined by an appeals committee comprising one nominated representative of each of The Association (who shall act as chairman), the Professional Footballers' Association and the appropriate league or leagues involved. Where one or both clubs are members of the Football Association of Wales, a representative of that Association shall be entitled to sit on the appeals committee.

Where the compensation fee requested by either party is less than

£3,000, such appeals committee may, in using its discretion, make a determination on the basis of written submissions alone.

- (vii) When a case is referred to an appeals committee as referred to in this Rule C(n), it will be necessary for both Clubs involved to pay before adjudication a non returnable administration fee of three hundred pounds (£300).

## PLAYERS WITHOUT WRITTEN CONTRACTS

### 2 (a) Regulations Concerning Approaches

Players who are not under written contract to a Club may be registered with a number of Clubs at any time, subject to the following provisions and those of the Competitions in which they play:

- (i) Competitions sanctioned by The Association under regulation 3 of the "Regulations for the Sanction and Control of Competitions" may make their own regulations for the approach of Players between Clubs of the Competition;
- (ii) during the current season any Club wishing to approach a Player known to be registered with or having played for any other Club must give to the secretary of each such Club, seven days' formal written notice of the intention to approach the Player;

## RULES OF THE ASSOCIATION

Formal written notice of approach need be given by:

- (A) a Saturday Club only to all Saturday Clubs;
  - (B) a Sunday Club only to all Sunday Clubs; and
  - (C) a midweek Club only to all midweek Clubs;
- (iii) the written notice must be sent by special delivery or recorded post, or a written acknowledgement otherwise obtained from the secretary or chairman of the Club approached. Facsimile or e-mail transmission may be used provided a receipt of acknowledgement is also obtained;
  - (iv) following the date of posting of the written notice of approach, or receipt of an acknowledgement:
    - (A) the Player may be registered on or after the eighth day; and
    - (B) the Player must have been registered on or before the 21st day;
  - (v) the approaching Club: (A) may not approach the same Player a second time in the same playing season; (B) may approach only one (1) Player at a Club at any time subject to Rule C2(a)(ix) below; and (C) may not approach another Player at the same Club within 28 days of an earlier notice of approach or acknowledgement;
  - (vi) if an approach is made by a Player to another Club during the current season, that Club shall give the Club(s), for which the Player is known to be registered or has played, seven days' notice of approach as set out in Rule C2(a)(i) to (v) above before registering the Player;
  - (vii) a Club which is the subject of a complaint alleging failure to give notice in accordance with this Rule may be subject to a charge of Misconduct pursuant to Rule E1(b);
  - (viii) a Club proved to have breached the provisions of this Rule may have its current registration of the Player cancelled and be subject to such other penalty as The Association or appropriate Affiliated Association deems appropriate, in accordance with relevant regulations of The Association from time to time in force; and
  - (ix) during the current season a maximum of two Players may be approached in the manner described above if invited to trial at a licensed academy or "Centre of Excellence" of The Association, the Premier League or the EFL.

### (b) Conditions

- (i) All payments made to Players must be made by the Club and fully recorded in the accounting records of the Club.
- (ii) All salaried payments must be subject to PAYE and National Insurance.
- (iii) Any Player's paid expenses must be reimbursed via an expense claim form. The Club must retain all expense records in a format acceptable to the HM Revenue and Customs.
- (iv) A currently registered Player shall not be allowed to register with another Club without first satisfying the Club Officials of the intended Club that all reasonable financial and other liabilities have been discharged to the Club or Clubs with which the Player is or was known to be registered in the current and previous playing seasons.
- (v) A Player approached on or after 1st May in the current season may not play in competitive football for the Club making the approach until the commencement of the following season.

### (c) Service Players

While serving in any branch of Her Majesty's Regular Forces, a Player may not hold a contract of employment with any Club under the jurisdiction of The Association and/or an Affiliated Association.

### SCHOLARSHIPS

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#### 3 (a) Scholarships

- (i) A Player may be registered as a scholar on terms that shall be as determined under relevant league rules from time to time or the following provisions. On or after the 1st January in the year in which he attains the age of 14 years and in any event on or before the 1st March in his Under 16 year, a Club may offer to enter into a Scholarship Agreement with a student whose registration it holds. The registration of a Player on a Scholarship shall be made on Form "G(4)" (in such form as shall be published by The Association from time to time). Each form, after completion of all particulars, including dates and signatures, must be signed at the same time by the Player on a Scholarship and by a parent or guardian and returned to The Association within five days of such signatures accompanied by a copy of the agreement entered into by the Club and the Player on a Scholarship and also a copy of the birth certificate.
- (ii) On or after a Player on a Scholarship's 17th birthday, the Player may remain on a Scholarship or may sign as a Player under written contract subject to the regulations of the league or combination of which the Club is a member, and to the Rules with reference to Players under written contract.
- (iii) A Player on a Scholarship shall not play for a Club until such Club registering the Player has received acknowledgement of the registration from The Association.

The Association will from time to time publish the names of Players registered on Scholarships.

- (iv) Neither a Club nor any person shall induce or attempt to induce such a Player on a Scholarship to leave the Club for which the Player is registered.
- (v) A Player who is registered on a Scholarship may play for another Club (provided that such Club participates in one of the Premier League, EFL, or Steps 1 to 6 of the National League System), subject to first obtaining the written authorisation of all of the following:
  - the Club holding the Player's registration; and
  - the Competition of which the Player's Club is a member; and
  - the Competition of the Club for which the Player will play.

In addition, copies of all written authorisations must be received by The Association in order for the Player to be eligible to play.

- (vi) If a Player on a Scholarship wishes to become a Player under written contract, the Club for which the Player was registered on a Scholarship shall be entitled to the registration of such Player as a Player under written contract. If the Club does not wish to exercise its entitlement the Player shall be free to register for any other Club.
- (vii) The provisions of Rules C1(l) and C1(m) shall apply in the case of Players on a Scholarship.



### AGE GROUPS AND PROVISIONS RELATING TO PLAYERS UNDER 18 YEARS OF AGE

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#### 4 (A) CHILDREN NOT REGISTERED AS ACADEMY PLAYERS.

The following provisions apply to any child not registered as an Academy Player. All matches must be played in accordance with the correct version of the Laws of the Game appropriate for the format specified:

##### (i) Children Under 6 Years Old

A child who has not attained the age of six shall not play, and shall not be permitted or encouraged to play, in a match of any kind.

##### (ii) Children 6 Years Old and Over – Age Groups, Formats and Related Provisions

For the purposes of (a) and (b) below,

- (a) The relevant age for each player is determined by his or her age as at midnight on 31 August of the relevant playing season.

i.e. Children who are aged 6 as at midnight on 31 August in a playing season (together with those who attain the age of 6 during the playing season) will be classed as Under 7 players for that playing season. Children who are aged 7 as at midnight on 31 August in a playing season will be classed as Under 8 players for that playing season, and so on.

- (b) Notwithstanding the above, a child is permitted to “play up” in the age group above his or her chronological age group, irrespective of any difference in format or competition structure, save that a child who attains the age of 6 after 31 August is permitted to play only in the Under 7 age group, and may not play in the Under 8 age group for that playing season.

The age groups that children are eligible to play in are set out in the table below, along with the permitted football formats for each of those age groups. Children shall not play, and shall not be permitted or encouraged to play, in a match between sides of more than the stated number of players, according to their age group (please see following page):

## RULES OF THE ASSOCIATION

AGE ON 31 AUGUST OF THE RELEVANT PLAYING SEASON	ELIGIBLE AGE GROUPS	MAXIMUM PERMITTED FORMAT
6	Under 7	5v5
	Under 8	
7	Under 8	5v5
	Under 9	7v7
8	Under 9	7v7
	Under 10	
9	Under 10	7v7
	Under 11	9v9
10	Under 11	9v9
	Under 12	
11	Under 12	9v9
	Under 13	11v11
12	Under 13	11v11
	Under 14	
13	Under 14	11v11
	Under 15	
14	Under 15	11v11
	Under 16	
15	Under 16	11v11
	Under 17	
	Under 18	
16	Under 17	11v11

- (c) A child under the age of 15 as at midnight on 31 August in a playing season, shall not be permitted to play in a match during that playing season where any other player is older or younger than that child by two years or more.
- (d) However as exceptions to (c) above, The Association may in using its discretion:
  - (i) Enable disabled children to play football in an age group other than the groups dictated by their birth date, including "playing down";
  - (ii) In accordance with a current FA dispensation policy, grant dispensation to enable a child to play football in an age group other than the groups dictated by their birth date, including "playing down".
- (e) To play in an Under 18 competition, a child must have attained the age of 15 as at midnight on 31 August of the relevant playing season.
- (f) To play in an open age competition a child must have attained the age of 16.

### (iii) Children 6 Years Old and Over- Competition Structure

#### (a) Under 7 and Under 8 Mini-Soccer

Leagues may organise a maximum of three trophy events per season, each to be played over a maximum period of two weeks, and may publish the results of such events. The remainder of the season may consist of organised development fixtures only, for which leagues and clubs may collect the results and compile league tables, but must not publish either.

#### (b) Under 9 and Under 10 Mini-Soccer

Leagues may organise a maximum of three trophy events per season, each to be played over a maximum period of four weeks, and may publish the results of such events. The remainder of the season may consist of organised development fixtures only, for which leagues and clubs may collect the results and compile league tables but must not publish either.

#### (c) Under 11

Leagues may organise a maximum of three trophy events per season, each to be played over a maximum period of six weeks, and may publish the results of such events. The remainder of the season may consist of organised development fixtures only, for which leagues and clubs may collect the results and compile league tables but must not publish either.

#### (d) Under 12 to Under 18

There is no restriction on the structure of competitions.

### (iv) Sanction Provisions

The written consent of The Association or of the relevant Affiliated Association or Associations shall be required pursuant to Rules B1 and/or B7 as appropriate for any Competition for Under 18 age groups and below.

### (v) Gender of Players in Under 7 to Under 18 Matches

A child in the age groups Under 7 to Under 18 inclusive may play in a match involving boys and girls.

### (vi) Disability Football - Gender of Players in Under 17 Matches and above

In respect of disability football only, and only in accordance with the current dispensation policy, The Association may, in using its discretion, grant dispensation to permit any team playing at Under 17 level or above to field both male and female players in a match.

### (vii) Priority for School Activities

(a) Priority must at all times be given to school or school organisation's activities in accordance with the recommendations of the "Memorandum: Children of School Age and School Games" whilst a pupil is receiving fulltime education.

(b) All Clubs and Competitions, excluding those whose matches are played on Sundays, shall include in their rules a provision to the effect that the availability of a pupil must be consented to by the head teacher.

## RULES OF THE ASSOCIATION

### (B) PLAYERS OF SCHOOL AGE REGISTERED AS ACADEMY PLAYERS

- (i) Players who reach the age of nine years during the academic year and who are in full-time education may register as an Academy Player.
- (ii) The licensing authority for Academies shall comprise the PGB which shall operate under such Professional Game Youth Development Rules as shall be adopted from time to time.
- (iii) It shall be deemed to be Misconduct for any Club or Club Official to induce any player of school age registered with a separate Club or Academy to leave school for the purpose of signing a contract of employment.

## D. INTERNATIONAL AND OTHER REPRESENTATIVE MATCHES AND CALL-UPS

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### INTERNATIONAL MATCHES

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- 1 A Player selected for an international or other representative team, tour, squad or other call-up arranged by The Association shall attend at the time and place notified to the Player and comply with the arrangements of The Association in every respect, save where there is good and sufficient cause not to do so.
- 2 A Club shall do all things necessary to ensure that a Player referred to in Rule D1 above complies with the arrangements of The Association.
- 3 Illness or injury shall constitute good and sufficient cause for the purposes of Rule D1 above by where The Association is satisfied, following receipt of medical evidence, that such illness or injury is of sufficient seriousness. The Player shall, in any event, submit to assessment by a medical adviser appointed by The Association.

### INTER-AFFILIATED ASSOCIATION MATCHES

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- 4 In inter-Affiliated Association Matches, a Player must be a bona fide member of a Club in membership of the Association for which the Player plays, but a Player shall always be eligible to play for the County Association of birth. A Player shall not be eligible to play for more than one Affiliated Association in the same season in Inter-Affiliated Competition matches.

## E. MISCONDUCT

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Save for where otherwise set out in these Rules, procedural matters concerning Misconduct shall be dealt with in accordance with The Association's Disciplinary Regulations.

- 1 The Association may act against a Participant in respect of any Misconduct, which is defined as being a breach of the following:
  - (a) the Laws of the Game;
  - (b) the Rules and regulations of The Association and in particular Rules E3 to E28 below;
  - (c) the statutes and regulations of UEFA;
  - (d) the statutes and regulations of FIFA;
  - (e) the rules or regulations of an Affiliated Association or Competition; and
  - (f) an order, requirement, direction or instruction of The Association.
- 2 The same facts or matters may constitute a breach of more than one rule, regulation, statute or law referred to above, The Association may bring a charge or such charges as it sees fit.

# RULES OF THE ASSOCIATION

## GENERAL BEHAVIOUR

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- 3 (1) A Participant shall at all times act in the best interests of the game and shall not act in any manner which is improper or brings the game into disrepute or use any one, or a combination of, violent conduct, serious foul play, threatening, abusive, indecent or insulting words or behaviour.
- (2) A breach of Rule E3(1) is an “Aggravated Breach” where it includes a reference, whether express or implied, to any one or more of the following: - ethnic origin, colour, race, nationality, religion or belief, gender, gender reassignment, sexual orientation or disability. Mandatory minimum sanctions are applicable to certain Aggravated Breaches. Further provisions as to sanctions applicable to Aggravated Breaches are found in The Association’s Disciplinary Regulations.
- (3) Where an Aggravated Breach of Rule E3(1) is committed in youth football by a Player aged under 12, no disciplinary charge will be brought. In such cases, the Player will be subject to an education programme, the details of which will be provided to the Player by The Association.
- (4) Where two or more Participants from a Club commit any Aggravated Breach of Rule E3(1) in any twelve month period, regardless of whether any such breach falls within sub-paragraph E3(4), the Club itself will be liable to a sanction imposed by a Regulatory Commission.

## DISCRIMINATION

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- 4 A Participant shall not carry out any act of victimisation as defined in the Equality Act 2010, or any act of discrimination by reason of ethnic origin, colour, race, nationality, religion or belief, gender, gender reassignment, sexual orientation, disability, age, pregnancy, maternity, marital status or civil partnership, unless otherwise permitted by law and The Rules or regulations of The Association.

## INTEGRITY MATTERS IN RELATION TO MATCHES AND COMPETITIONS

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- 5 (a) A Participant shall not, directly or indirectly, seek to influence for an improper purpose the result, progress, conduct or any other aspect of, or occurrence in or in connection with, a football match or competition.
- (b) A Participant shall not, directly or indirectly, offer, agree to give, give, solicit, agree to accept or accept any bribe, gift or reward or consideration of any nature which is or could appear to be related in any way to:
- (i) that Participant, or any other Participant, failing to perform to the best of their ability; or
  - (ii) that Participant or any other person (whether a Participant or not), directly or indirectly, seeking to influence for an improper purpose, the result, progress, conduct or any other aspect of, or occurrence in or in connection with, a football match or competition.
- 6 A Participant shall immediately report to The Association any offer, incidents, facts or matters which are or could appear to be contrary to Rule E5 above,

The terms ‘football match’ and ‘competition’ as used in Rule E5 include: (i) any Match or Competition (as appropriate); and (ii) any other football match or competition not within those definitions, including but not limited to any football match or competition sanctioned by UEFA, or FIFA, or by any other association, federation or governing body.

# RULES OF THE ASSOCIATION

## TICKETS

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- 7 A Participant shall not:
- (a) Sell a ticket for any football match; or
  - (b) Otherwise dispose of such a ticket to another person or entity,
- unless he is authorised to do so in writing by the organisers of the match.

## BETTING

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- 8 References to "Participant" in Rule E8 shall be construed in accordance with the following:

Rule E8(2) applies to any Match Official, Match Official coach or Match Official observer operating at Level 4 or below, and any other person who is a Participant by virtue only of their involvement at a Club below Step 4 in the National League System, or at a Club at Steps 3-7 inclusive of the Women's Football Pyramid. Such Participants are not subject to Rule E8(1).

All other Participants are subject to Rule E8(1), and are not subject to Rule E8(2).

All Participants are subject to Rule E8(3).

- (1)** (a) A Participant shall not bet, either directly or indirectly, or instruct, permit, cause or enable any person to bet on -
- (i) the result, progress, conduct or any other aspect of, or occurrence in or in connection with, a football match or competition; or
  - (ii) any other matter concerning or related to football anywhere in the world, including, for example and without limitation, the transfer of players, employment of managers, team selection or disciplinary matters.
- (b) Where a Participant provides to any other person any information relating to football which the Participant has obtained by virtue of his or her position within the game and which is not publicly available at that time, the Participant shall be in breach of this Rule where any of that information is used by that other person for, or in relation to, betting.
- (c) It shall be a defence to a charge brought pursuant to sub-paragraph E8(1)(b) if a Participant can establish, on the balance of probability, that the Participant provided any such information in circumstances where he did not know, and could not reasonably have known, that the information provided would be used by the other person for or in relation to betting.(2)
- (2)** (a) A Participant shall not bet, either directly or indirectly, or instruct, permit, cause or enable any person to bet on -
- (i) the result, progress, conduct or any other aspect of, or occurrence in or in connection with, a football match or competition:
    - (A) in which the Participant is participating, or has participated in that season; or
    - (B) in which the Participant has any influence, either direct or indirect; or
  - (ii) any other matter concerning or related to any Club participating in any league Competition, as defined in Rule A2, that the Participant is participating in or has participated in during that season, including, for example and without limitation, the transfer of players, employment of managers, team selection or disciplinary matters.

## RULES OF THE ASSOCIATION

For these purposes, without limitation to the application of this Rule to other circumstances, all Employees and Officials of a Club are deemed to participate in every football match played by that Club while they are so employed or acting as a Club Official; all Players registered with a Club are deemed to participate in every football match played by that Club while they are so registered.

- (b) Notwithstanding the provisions of sub-paragraph E8(2)(a), a Participant shall not bet, either directly or indirectly, or instruct, permit, cause or enable any person to bet, on the result, progress, conduct or any other aspect of, or occurrence in, any football match played at under 18 level or below.
  - (c) A Participant shall not use any information relating to football which the Participant has obtained by virtue of his or her position within the game and which is not publicly available at that time for or in relation to betting.
  - (d) Where a Participant provides to any other person any information relating to football which the Participant has obtained by virtue of his or her position within the game and which is not publicly available at that time, the Participant shall be in breach of this Rule where any of that information is used by that other person for or in relation to betting.
  - (e) It shall be a defence to a charge brought pursuant to sub-paragraph E8(2)(d) if a Participant can establish, on the balance of probability, that the Participant provided any such information in circumstances where he did not know, and could not reasonably have known, that the information provided would be used by the other person for or in relation to betting.
- (3) An individual Participant, when acting in a personal capacity, shall not be permitted to advertise or promote any betting activity that the Participant is prohibited from engaging in by Rule E8(1) or E8(2).
  - (4) An individual Participant, when acting in any capacity, shall not deliberately participate in the production of audio, or audio visual content (for publication on any platform whatsoever) where the conduct and/or words of the Participant could reasonably be considered to be actively encouraging the engagement in betting activity which the Participant is prohibited from engaging in by Rule E8(1) or E8(2).
  - (5) A Club shall not instruct, compel, permit, cause, or enable any Participant to be in breach of Rule E8(4).

### ATTEMPTS AND AGREEMENTS TO BREACH

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- 9 An attempt by a Participant or any agreement with any other person (whether or not a Participant) 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.

### COMPLIANCE WITH DECISIONS, INCLUDING SUSPENSIONS

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- 10 Each Participant shall comply with a decision made pursuant to the Rules and regulations of The Association.
- 11 A Participant shall not participate in any activity with another Participant suspended from carrying out such activity.
- 12 A Club shall do all things necessary to ensure that a Player associated with it complies with a penalty or order imposed pursuant to the Rules and regulations of The Association.
- 13 An Affiliated Association, Competition, or Club shall not appoint to any position, or allow to continue in such position, any individual who has been suspended from holding such position.

## RULES OF THE ASSOCIATION

### REPORTING MISCONDUCT

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**14** A Participant shall immediately report to The Association any incident, facts or matters which may constitute Misconduct. This shall include (but not be limited to) any incident, facts or matters which may:

- (a) Constitute a potential or actual breach of The Association's Safeguarding Children Regulations and/or Adults at Risk Regulations; or
- (b) Relate to an approach made to a Participant by any person, whether or not that person is a Participant, in relation to betting on football contrary to FA Rules.

For the purposes of this Rule, a report to an Affiliated Association shall constitute a report to The Association.

**15** A report to The Association of any incidents, facts or matters shall not be made for vexatious or frivolous reasons.

### INTERIM SUSPENSION ORDERS

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The provisions below are without prejudice to any powers of The Association to order interim suspensions, or other interim measures, in accordance with any regulations in force from time to time.

#### **16 Suspension before charge**

- (a) Prior to a charge being brought, a Regulatory Commission shall have the power to issue an Interim Suspension Order in relation to a Participant associated with a Club in the Premier League, the EFL, The National League, Isthmian League, Northern Premier League, Southern League or The FA Women's Super League for such period and on such terms and conditions as the Regulatory Commission considers fit where:
  - (i) the Participant is under investigation for an alleged breach of, or an attempt or agreement to breach, FA Rule E5 and / or E8, or of rules or regulations of the Premier League, the EFL, The National League, Isthmian League, Northern Premier League or Southern League, UEFA or FIFA, or any alleged criminal offence which may involve such an alleged breach or attempt or agreement to breach, and has not been charged by The Association or other relevant authority; and
  - (ii) The Association, The Professional Footballer's Association (in the case of a Player who is a PFA member), and the relevant league have each agreed to an application being made to the Regulatory Commission for an Interim Suspension Order.
- (b) An application made for an Interim Suspension Order pursuant to Rule E16(a) shall proceed in accordance with the Interim Suspension Order Regulations.

#### **Grounds**

- (c) A Regulatory Commission may only issue an Interim Suspension Order pursuant to sub-paragraph E16(a) where it is satisfied that the serious nature and / or factual circumstances of the allegation(s) under investigation are such that the Participant's continued participation in football presents a real risk that either:
  - (i) the integrity of football would be affected; and / or
  - (ii) the public's confidence in the integrity of football would be affected;to such an extent that either or both of these factors outweigh(s) the Participant's interest in continued participation in football.



## RULES OF THE ASSOCIATION

### Suspension after charge

- (d) The Association, acting by the Chief Regulatory Officer or his or her nominee, shall have the power to issue an Interim Suspension Order in relation to a Participant associated with a Club in the Premier League, the EFL or The National League, Isthmian League, Northern Premier League, Southern League or The FA Women's Super League for such period and on such terms and conditions as The Association considers fit where:
- (i) The Participant has been charged by The Association, the Premier League, the EFL, National League, UEFA or FIFA in relation to any alleged act of Misconduct, or with any criminal offence; and
  - (ii) The Association, the Professional Footballers' Association (in the case of a Player who is a PFA member), and the relevant league have each agreed to the Interim Suspension Order.

### Periodic review

- (e) A Participant subject to an Interim Suspension Order imposed pursuant to either Rule E16(a) or E16(d) shall be entitled to have the Order reviewed by a Regulatory Commission. Such review shall proceed in accordance with the Interim Suspension Order Regulations.
17. An Interim Suspension Order shall not last beyond the date upon which the related investigation or charge(s) of Misconduct or criminal offence or other disciplinary proceedings is / are decided or brought to an end.
18. Notification of any Interim Suspension Order issued shall be given as soon as reasonably practicable to the individual concerned and/or the Club with which the individual is associated.

## ATTENDANCE AT AND PARTICIPATION IN MATCHES

19. An individual may take part in or attend at a Match only on condition that such individual observes the Rules, and each Affiliated Association, Competition and Club is required to observe and enforce such Rules.
20. Each Affiliated Association, Competition and Club shall be responsible for ensuring:
- (a) that its directors, players, officials, employees, servants, representatives, spectators, and all persons purporting to be its supporters or followers, conduct themselves in an orderly fashion and refrain from any one or combination of the following: improper, violent, threatening, abusive, indecent, insulting or provocative words or behaviour, (including, without limitation, where any such conduct, words or behaviour includes a reference, whether express or implied, to any one or more of ethnic origin, colour, race, nationality, religion or belief, gender, gender reassignment, sexual orientation or disability) whilst attending at or taking part in a Match in which it is involved, whether on its own ground or elsewhere; and
  - (b) that no spectators or unauthorised persons are permitted to encroach onto the pitch area, save for reasons of crowd safety, or to throw missiles, bottles or other potentially harmful or dangerous objects at or on to the pitch.
21. Any Affiliated Association, Competition or Club which fails effectively to discharge its said responsibility in any respect whatsoever shall be guilty of Misconduct. It shall be a defence in respect of charges against a Club for Misconduct by spectators and all persons purporting to be supporters or followers of the Club, if it can show that all events, incidents or occurrences complained of were the result of circumstances over which it had no control, or for reasons of crowd safety, and that its responsible officers or agents had used all due diligence to ensure that its said responsibility was discharged.

This defence shall not apply where the Misconduct by spectators or any other person purporting to be a supporter or follower of the Club included a reference, whether express or implied, to any one or more of ethnic origin, colour, race, nationality, religion or belief, gender, gender reassignment, sexual orientation or disability.

## RULES OF THE ASSOCIATION

- 22 Any individual referred to in Rule E20 above may be removed from any ground, and such force used as may be necessary for the purpose of effecting such removal.
- 23 Each Club is expected to provide a private way from the playing area to dressing room wherever this is practicable.
- 24 Each Club shall have bills printed and posted in their grounds, threatening with expulsion anyone responsible for any insulting or improper conduct towards a Match Official.

### ANTI-DOPING

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- 25 A Participant shall comply with the provisions of any anti-doping regulations and any social drugs regulations of The Association from time to time in force.

### SUSPENSION FOR SERIOUS CRIMINAL OFFENCES

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- 26 Council shall have the power to order that a Participant be suspended from all or any specific football activity for such period and on such terms and conditions as it considers fit where the Participant has been convicted of a criminal offence and where Council considers there to be a risk of physical harm to another Participant or Participants through the convicted Participant's continuing participation in the game.

## F. POWERS OF INQUIRY

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### POWERS OF INQUIRY OF THE ASSOCIATION

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- 1 The Association shall have the power to monitor the compliance by each Participant with the Rules, the Laws of the Game, the statutes and regulations of FIFA and UEFA and the rules and regulations of each Affiliated Association and Competition to which a Participant is subject and/or inquire into any incident, facts or matters which may constitute misconduct under these Rules. It is for The Association to determine in its absolute discretion the manner in which it conducts an inquiry.
- 2 In carrying out its functions under Rule F1, The Association shall have the power to require of any Participant upon reasonable notice:
  - (a) his or her attendance to answer questions and provide information at a time and place determined by The Association; and
  - (b) the provision to The Association of documents, information or any other material of any nature held by the Participant; and
  - (c) the procurement and provision to The Association of documents, information or any other material of any nature not held by the Participant but which the Participant has the power to obtain.

It is for The Association to determine the nature and extent of any material required for disclosure in accordance with (b) or (c).

Where a Participant is interviewed by The Association pursuant to sub-paragraph (a) above, such interview may be recorded by any method determined by The Association in its absolute discretion to be appropriate, including tape-recording.

A copy of any such recording shall be provided to the Participant as soon as practicable after the interview.

## RULES OF THE ASSOCIATION

- 3 Any failure by a Participant to comply with any requirement under Rule F2 may constitute Misconduct under the Rules and The Association may bring a charge or such charges as it sees fit.
- 4 Each Affiliated Association, Competition, or Club shall ensure the compliance by its officials, directors, players, representatives or servants with a requirement to answer questions and provide information and/or produce any one or a combination of documents, information or other material in whatever form held.
- 5 In carrying out its functions under Rule F1, The Association may request any person who is not a Participant to assist it by producing any one or a combination of documents, information or other material in whatever form held and/or answering questions and providing information.
- 6 The powers of The Association, as set out in Rules F1 to F5 above, shall be exercised on the authority of Council as it sees fit.
- 7 The Association may share information that it holds about any Participant with a public body (including, but not limited to, UK Anti-Doping, WADA and the Gambling Commission) sports governing body or competition organiser (including, but not limited to, UEFA and FIFA), where The Association reasonably considers such sharing is necessary in order to -
  - (a) carry out its functions under Rule F1; and / or
  - (b) protect the integrity of football or sport generally.The Association will ensure that any sharing of information is carried out in accordance with data protection law.
- 8 Save in respect of any matter to be dealt with under Rules F1 to F5 above, a commission of inquiry may be appointed by the chairman of the Football Regulatory Authority from time to time (or, in his or her absence, the deputy chairman of the Football Regulatory Authority) as it sees fit and may consist of such persons and have such terms of reference as are considered appropriate. The terms of reference of the commission of inquiry may be published at the time of its appointment. The terms of reference may relate to any matter connected with the affairs of The Association.
- 9 A commission of inquiry may adopt such procedures as it considers appropriate; and shall have the same powers as set out under Rules F2, 4 and 5 above.
- 10 A commission of inquiry shall present a report to the chairman of the Football Regulatory Authority (or, in his or her absence, the deputy chairman of the Football Regulatory Authority).

The chairman of the Football Regulatory Authority from time to time (or, in his or her absence, the deputy chairman of the Football Regulatory Authority) may publish a report in any way considered appropriate, subject to law or statute, and taking into account matters of confidentiality and/or commercial sensitivity.

## G. DISCIPLINARY POWERS

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### JURISDICTIONAL ARRANGEMENTS

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- 1 Misconduct under Rule E1(a) shall be dealt with by The Association, or an Affiliated Association on its behalf, notwithstanding that the alleged breach may constitute Misconduct under the rules and regulations of an Affiliated Association or Competition.

## RULES OF THE ASSOCIATION

- 2 The Association shall have the power to take disciplinary action in all cases where facts or matters give rise to alleged Misconduct under Rule E1(b) to (f) inclusive and these powers of The Association shall be exercised on the authority of Council as it sees fit.
- 3 Facts or matters giving rise to alleged Misconduct under Rule E1(b) to (f) inclusive, which also give rise to an alleged breach of the rules and/or regulations of:
  - (a) the Premier League or the EFL, may be dealt with by The Association under the Rules and regulations of The Association, unless The Association and either the Premier League or the EFL as appropriate, agree that either league shall act; or
  - (b) a Competition other than those referred to at Rule G3(a) above, shall be dealt with by the Competition having jurisdiction under its rules and regulations, unless The Association and/or an Affiliated Association acts. A Competition shall not act before The Association or Affiliated Association acts.
- 4 The power to impose a penalty or other order for Misconduct shall be exercised on the authority of Council as it sees fit. The power to impose an interim or provisional suspension order where possible Misconduct is alleged or under investigation shall be exercised on the authority of Council as it sees fit.

## H. APPEALS TO AN APPEAL BOARD

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- 1 There shall be a right of appeal to an Appeal Board under the Rules and regulations of The Association only where the Rules and regulations of The Association expressly provide for such an appeal or in any other case where The Association, acting by the Chief Executive Officer (or his or her nominee), agrees to an appeal taking place.
- 2 There shall be no right of appeal to an Appeal Board under the Rules and regulations of The Association where an appeal has been heard by the Premier League, or the EFL, or an Affiliated Association in respect of a decision of a Competition, or in respect of decisions arising out of competitions of Affiliated Associations where the rules and regulations provide that such decisions are final.
- 3 An Appeal may be made only by:
  - (a) the person or body who is the subject of the original decision appealed against;
  - (b) The Association; or
  - (c) in respect of certain decisions made under and prescribed by the Anti-Doping Regulations, FIFA, WADA, or the NADO.
- 4 An appeal shall be dealt with under the relevant regulations of The Association from time to time in force.

## I. FINANCIAL RECORDS

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- 1 (a) **Records to be Kept**

An Affiliated Association, Competition or Club shall keep accounting records for recording the fact and nature of all payments and receipts so as to disclose with reasonable accuracy, at any time, the financial position including the assets and liabilities of the Affiliated Association, Competition or Club.
- (b) **Records to be Retained**

An Affiliated Association, Competition or Club must retain accounting records for six years.
- (c) **Corporate Bodies – Accounts**

## RULES OF THE ASSOCIATION

An Affiliated Association, Competition or Club which is formed and registered under the 2006 Act shall, on demand, forward to The Association a copy of its annual accounts most recently approved by its board of directors. Such accounts must:

- (i) be prepared in accordance with the requirements of the 2006 Act and any other applicable regulatory requirements; and
- (ii) have attached either an accountant's compilation report or an audit report prepared by an independent Appropriately Qualified Accountant. A copy of the report must be provided to The Association with the accounts; and
- (iii) be laid before the members of the Club at a general meeting.

An affiliated Association, Competition or Club is required to file a set of annual accounts with the Registrar of Companies within the period available for delivering such accounts under the 2006 Act.

If the Affiliated Association, Competition or Club is a Subsidiary Undertaking, then the annual accounts of any Group of which it is a member most recently approved by its board of directors shall also on demand be forwarded to The Association.

### (d) **Unincorporated Bodies – Financial Statements**

An Affiliated Association, Competition or Club which does not prepare annual accounts in accordance with the 2006 Act shall prepare annual accounts, including a profit and loss account and balance sheet.

Such accounts must:

- (i) be forwarded to The Association on demand; and
- (ii) be prepared within nine months of the financial year end of the Affiliated Association, Competition or Club; and
- (iii) be prepared in accordance with the constitution of the Affiliated Association, Competition or Club and any applicable regulatory or legal requirements; and
- (iv) have attached either an accountant's compilation report or an audit report prepared by an independent Appropriately Qualified Accountant; and
- (v) have been laid before the members of the Affiliated Association, Competition or Club at a general meeting called in accordance with its constitution.

### (e) **Bodies Required to Prepare only a Receipts and Payments Statement**

An Affiliated Association, Competition or Club that is not a member of the Premier League, the EFL, The National League, the Isthmian League, the Northern Premier League or the Southern League and is not a Full Member or Associate Member of The Association and does not own gross assets exceeding ten thousand pounds, and does not prepare accounts under the provisions of Rules I1(c) or (d) must prepare an annual Receipts and Payments Statement in a form acceptable to The Association.

Such a Receipts and Payments Statement must be prepared within nine months of the financial year end of the Affiliated Association, Competition or Club and must be approved by its board or executive committee.

A copy of any Receipts and Payments Statement shall, on demand, be forwarded to The Association or relevant Affiliated Association.

### (f) **Errors and Omissions to be Reported**

Any material errors or omissions in the accounting records of an Affiliated Association, Competition or Club must be reported by such body to The Association or, in the case of a Competition not sanctioned by The Association, or a Club not being a Full Member Club nor an Associate Member Club, to the relevant Affiliated Association.

## RULES OF THE ASSOCIATION

### (g) Documentation of Loans Made to a Club

All loans extended to a Club should be documented. Copies of the documentation should be retained by the Club. The loan document should include the following information:

- (i) the value of the loan;
- (ii) the length of the loan;
- (iii) the interest rate charged, and whether this is fixed or variable;
- (iv) repayment terms;
- (v) the full names of the individual or corporate body extending the loan; and
- (vi) the terms in the event of a default on the loan, and the document should be signed by two Club Officials or Management Committee Members who are independent of the party extending the loan

### (h) Gate Records to be Kept by Clubs

When a Club charges for admission to a match, it is necessary for that Club to have a system that enables them to:

- (i) record the full gate receipts for each Match;
- (ii) account for the full gate receipts in the Club's accounting records and bank account; and
- (iii) accurately record the number of entrants into the ground for each Match. The Club should retain documentation supporting this system for six years.

## PROVISIONS RELATING TO CLUBS

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### 2 (a) Form of Clubs

A Club must not be a sole trader and must have Articles of Association, rules or other form of written constitution in a form acceptable to The Association that as a minimum is capable of complying with the following provisions.

### (b) General Provisions

A Club shall include the following provisions in its Articles of Association (where a corporate body) or Club rules (where an unincorporated association):

- (i) "The members and the directors of the company shall so exercise their rights, powers and duties and shall where appropriate use their best endeavours to ensure that others conduct themselves so that the business and affairs of the company are carried out in accordance with the Rules and regulations of The Football Association Limited for the time being in force.
- (ii) No proposed alteration to the provisions set out herein shall be effective unless the proposed alteration has been approved in writing by The Football Association Limited 14 days or more before the day on which the alteration is proposed to take place.
- (iii) The office of (a/an Director/Officer or Official) shall be vacated if such person is subject to a decision of The Football Association Limited that such person be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club."

### (c) Club Companies – Winding Up Provisions

A Club which is incorporated under the 2006 Act shall have the following provisions in its Articles of Association:

“On the winding-up of the Company the surplus assets shall be applied, first, in repaying the Members the amount paid on their shares respectively. If such assets are insufficient to repay the said amount in full, they shall be applied rateably, so that the loss shall fall upon the Members in proportion to the amount called up on their shares respectively. No Member shall be entitled to have any call upon other Members for the purpose of adjusting the Members’ rights; but where any call has been made and has been paid by some of the Members such call be enforced against the remaining Members for the purpose of adjusting the rights of the Members between themselves.

If the surplus assets shall be more than sufficient to pay to the Members the whole amount paid upon their shares, the balance shall be given by the Members of the Club, at or before the time of dissolution as they shall direct, to The Football Association Benevolent Fund, or to some Club or Institute in the [here insert the name of the appropriate city or county] having objects similar to those set out in the Memorandum of Association or to any local charity, or charitable or benevolent institution situate within the said [here insert the name of the appropriate city or county].

In default of any such decision or apportionment by the Members of the Club, the same to be decided upon and apportioned by a Judge of the High Court of Justice having jurisdiction in such winding-up or dissolution and as he shall determine.

Alternatively such balance may be disposed of in such other manner as the Members of the Club may, with the written consent of The Football Association Limited, determine.”

Where a Club is registered as a Community Interest Company under the 2006 Act or as a registered society under the Cooperative and Community Benefit Societies Act 2014, it shall include all of the above provisions in its Articles of Association or rules. Should these provisions not be acceptable to the relevant Regulator, any proposed variation from the above provisions must receive prior written approval from The Association. The Association will consider any such variations on a case by case basis.

**(d) Unincorporated Clubs – Winding Up Procedures**

A Club which is an unincorporated association shall have the following provisions in its Rules:

“Any surplus assets remaining after the discharge of the debts and liabilities of the Club shall be transferred to another Club, Competition, Parent Association or The Association for use by them for related community sports”.

**(e) Notifiable Changes**

A Club shall not alter its constitution or make a material change to its financial structure without prior notification to The Association or if not a Full or Associate Member Club then the Parent Association of the Club. Any new entity shall be deemed, for the purposes of playing status in a Competition, to be a new Club.

For the purposes of this Rule, an alteration in constitution or material change in financial structure shall include such as winding-up of a Club, incorporation of an unincorporated Club, an agreement by which all the assets and goodwill of the Club are sold or transferred, entry into compulsory or voluntary liquidation, the convening of a meeting of creditors or the appointment of a receiver, administrative receiver, manager or administrator or if the Club ceases for any reason to carry on business or becomes a Parent Undertaking or Subsidiary Undertaking.

### CLUB BANK ACCOUNTS

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- Each Club must submit to The Association an authority signed by two directors (or two authorised signatories where the Club is not a limited company) in respect of a specified bank account, to be registered with a Financial Institution in the name of and controlled by the Club, from which The Association shall receive, and into which The Association shall pay, monies in accordance with and subject to these Rules.

## RULES OF THE ASSOCIATION

If the Club has assigned its entitlement to such monies or any part of them, payment will be made by The Association as directed in the assignment. For the avoidance of doubt such assignment will only be permitted if it is in accordance with The FA Third Party Interest Regulations, in particular Regulation B relating to Permitted Club Agreements (as defined under those Regulations).

### J. RULES, REGULATIONS AND LAWS OF THE GAME

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**1 (a) Alterations to Rules**

Subject to any procedural provisions as set out in the Articles, The Association may make alterations to these Rules as and when considered necessary, so as to conform to any alterations to the Memorandum of Association of The Association or the Articles.

**(b) Forms**

The Association shall settle the forms required by these Rules from time to time.

**(c) Rules and Regulations**

(i) The Association shall have the power to make or alter such regulations as are deemed necessary to provide for matters arising from or to implement these Rules in so far as any such regulation is not in conflict with any Rule.

(ii) Affiliated Associations and Clubs in membership with The Association and/or an Affiliated Association, as well as all other Participants, shall be deemed to have knowledge of and be bound by the said Rule or regulation if the same shall have been published by The Association, the production of which shall constitute at all times undisputed proof of the validity of such Rule or regulation.

**(d) Regulations Concerning Cup Competitions and Match Officials**

The Association is authorised to make such regulations with reference to "Cup Competitions" and Match Officials, as it may deem expedient.

**(e) Laws of the Game**

The Laws of the Game as amended at a meeting of the International Football Association Board in each calendar year shall come into force on such a date as is directed by the International Football Association Board.

**(f) Owners and Directors**

A Participant shall comply with the provisions of any regulations relating to "Owners and Directors" as shall be in force from time to time as determined by The Association.

**(g) Safeguarding Children**

A Participant shall abide by any regulations for safeguarding children as determined by The Association from time to time.

### ADVERTISING ON PLAYER'S CLOTHING

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- 2** Advertising on Player's wearing apparel is permitted providing such advertising complies with relevant regulations as determined by The Association from time to time in force.



# RULES OF THE ASSOCIATION

## MIXED FOOTBALL

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- 3 Players in a Match must be of the same gender save for matches in a playing season in the age groups Under 7 to Under 18 inclusive (as defined at Rule C).

## K. ARBITRATION

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### AGREEMENT TO ARBITRATION

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- 1 (a) Subject to Rule K1(b), K1(c) and K1(d) below, any dispute or difference between any two or more Participants (which shall include, for the purposes of this section of the Rules, The Association) including but not limited to a dispute arising out of or in connection with (including any question regarding the existence or validity of):
- (i) the Rules and regulations of The Association which are in force from time to time;
  - (ii) the rules and regulations of an Affiliated Association or Competition which are in force from time to time;
  - (iii) the statutes and regulations of FIFA and UEFA which are in force from time to time; or
  - (iv) the Laws of the Game,
- shall be referred to and finally resolved by arbitration under these Rules.
- (b) No arbitration shall be commenced under these Rules unless and until the party or parties wishing to commence an arbitration under these Rules (the “Claimant(s)”) has exhausted all applicable rights of appeal pursuant to the Rules and regulations of The Association.
- (c) Rule K1(a) shall not apply to any dispute or difference which falls to be resolved pursuant to any rules from time to time in force of any Affiliated Association or Competition.
- (d) Rule K1(a) shall not operate to provide an appeal against the decision of a Regulatory Commission or an Appeal Board under the Rules and shall operate only as the forum and procedure for a challenge to the validity of such decision under English law on the grounds of ultra vires (including error of law), irrationality or procedural unfairness, with the Tribunal exercising a supervisory jurisdiction.
- (e) The parties agree that the powers of the court under Sections 44, 45 and 69 of the Arbitration Act 1996 are excluded and shall not apply to any arbitration commenced under these Rules.

### COMMENCEMENT OF ARBITRATION

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- 2 (a) In order to commence an arbitration under these Rules the Claimant(s) shall serve on the other party or parties to the dispute (the “Respondent(s)”) a written notice of arbitration (the “Notice of Arbitration”) which shall set out:
- (i) the names and addresses of the parties to the arbitration;
  - (ii) a brief statement describing the nature and circumstances of the dispute and specifying the relief claimed;
  - (iii) any proposals in relation to the procedures for the arbitration including any proposed variation of the Standard Directions set out under Rule K 4(b) below; and either
  - (iv) a proposal that a single arbitrator be appointed; or

## RULES OF THE ASSOCIATION

- (v) the name and address of the Claimant(s)'s appointed arbitrator (between them if more than one), who must have confirmed to the Claimant(s) his or her willingness and availability to accept the appointment.
- (b) Within 14 days of service of the Notice of Arbitration, the Respondent(s) shall each serve on the Claimant(s) and any other Respondent(s) a response to the Notice of Arbitration (the "Response(s)") which shall set out:
  - (i) an admission or denial of all or part of the claims set out in the Notice of Arbitration;
  - (ii) a brief statement of the nature and circumstances of the Respondent(s)'s denial, if any, and of the nature and circumstances of any counterclaim;
  - (iii) a response to any proposals made by the Claimant in the Notice of Arbitration in relation to the procedures for the arbitration, together with any proposals that the Respondent(s) may have;
  - (iv) a response to any proposal made by the Claimant that a single arbitrator be appointed, stating whether or not that proposal is agreed to;
  - (v) where either the Respondent does not agree to a proposal made by the Claimant that a single arbitrator be appointed, or where no such proposal is made, the name and address of the Respondent(s)'s appointment to act as appointed arbitrator (between them if more than one), who must have confirmed to the Respondent(s) his or her willingness and availability to accept the appointment.
- (c) Where the Claimant(s) proposes that a single arbitrator be appointed in accordance with Rule K 2(a)(iv) and this is not agreed to by the Respondent in the Response, the Claimant(s) shall have a further 7 (seven) days from receipt of the Response to notify the Respondent in writing of the name and address of the Claimant(s)'s appointed arbitrator (agreed between them if more than one), who must have confirmed to the Claimant(s) his or her willingness and availability to accept the appointment.
- (d) Where the parties agree to the appointment of a sole arbitrator, the parties shall, within 14 days of service of the Response(s) agree the identity of the sole arbitrator. Where the parties cannot agree on the identity of the sole arbitrator within 14 days of service of the Response(s):
  - (i) in a dispute to which The Association is not a party, the Chairman of the FRA or his or her nominee shall appoint the sole arbitrator; or
  - (ii) in a dispute to which The Association is a party, the President of the Chartered Institute of Arbitrators shall appoint the sole arbitrator.

## THE TRIBUNAL

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- 3
- (a) In these Rules, "Tribunal" means the arbitrator or arbitrators appointed pursuant to these Rules to determine the dispute. Subject to the appointment of a single arbitrator under Rule K2, Rules K (3)(C)(i) or (ii) or Rule K (3)(d) below, the Tribunal shall consist of three arbitrators. Where the Tribunal comprises a sole arbitrator, the sole arbitrator shall undertake the duties of both the Tribunal and the chairman of the Tribunal.
  - (b) The Claimant(s) and the Respondent(s) shall within 14 days of service of the Response(s) agree to the appointment of a third arbitrator who shall act as chairman of the Tribunal.
  - (c) Where:
    - (i) in a dispute to which The Association is not a party, any party fails to serve a Response under Rule K2(b) above within 14 days of service of the Notice of Arbitration, the Chairman of the FRA or his or her nominee shall appoint either a single arbitrator, where the Claimant(s) consents to this, or an arbitrator on behalf of the Respondent(s) and the chairman of the Tribunal. Such

- appointments will ordinarily be made within 14 days after the date upon which the Response(s) should have been served, but may be made later. A Respondent shall have no right to oppose such arbitrator(s) who shall be treated as if appointed (or agreed to in respect of the appointment of a single arbitrator or the chairman of the Tribunal) by the Respondent(s);
- (ii) in a dispute to which The Association is a party, any party fails to serve a Response under Rule K2(b) above within 14 days of service of the Notice of Arbitration, the Claimant shall forward a copy of the Notice of Arbitration to the President of the Chartered Institute of Arbitrators who shall appoint either a single arbitrator, where the Claimant consents to this, or an arbitrator on behalf of the Respondent(s) and the chairman of the Tribunal. Such appointments will ordinarily be made within 14 days after the date upon which the Response(s) should have been served, but may be made later. A Respondent shall have no right to oppose such arbitrator(s) who shall be treated as if appointed (or agreed to in respect of the appointment of a single arbitrator or the chairman of the Tribunal) by the Respondent(s); and
  - (iii) the parties cannot agree on the appointment of a third arbitrator who shall act as chairman of the Tribunal under Rule K3(b) above:
    - (A) in a dispute in which The Association is not a party, the Chairman of the FRA or his or her nominee shall appoint the chairman of the Tribunal as appropriate; or
    - (B) in a dispute in which The Association is a party, the President of the Chartered Institute of Arbitrators shall appoint the chairman of the Tribunal as appropriate.
- (d) Each arbitrator must be, and remain, impartial and independent of all the parties to the arbitration at all times. Each arbitrator must be resident in England.
- (i) Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence. A party who intends to challenge an arbitrator shall send to the other party or parties a notice of challenge setting out the reasons for its challenge within 14 days after notification of the appointment of the challenged arbitrator, or within 14 days from the date when the party making the challenge is informed of the facts and circumstances upon which the challenge is based if such date is subsequent to the receipt of such notification. A copy of the notice shall be sent at the same time to the arbitrator who is challenged and the other members of the Tribunal and The Association or the President of the Chartered Institute of Arbitrators (in the event that either appointed the arbitrator challenged). The notification shall be in writing and shall state the reasons for the challenge.
  - (ii) If the other party or parties do(es) not agree to the challenge or the challenged arbitrator does not withdraw, the decision on the challenge will be made, in a dispute in which The Association is not a party, by the Chairman of the FRA or his or her nominee, or in a dispute in which The Association is a party, by the President of the Chartered Institute of Arbitrators. If the challenge is sustained, a replacement arbitrator shall be appointed pursuant to Rule K3(f).
- (e) In the event that the procedure for the appointment of any arbitrator fails, upon the application by any party or parties, the Chairman of the FRA or his or her nominee (in a dispute to which The Association is not a party) or, the President of the Chartered Institute of Arbitrators (in a dispute to which The Association is a party) shall make such appointments as are necessary.
- (f) If, for any reason, an arbitrator becomes unable to act or refuses to act, a replacement shall be appointed in the same manner as the original appointment.

## RULES OF THE ASSOCIATION

### PROCEDURE

---

- 4 (a) The periods referred to in this Rule K 4 shall be calculated from (as appropriate) the date on which the chairman of the Tribunal has been appointed or the date on which the sole arbitrator is appointed (referred to hereafter as the Tribunal having been “Fully Constituted”).
- (b) Subject to Rule K 4(c) below, the following Standard Directions shall apply to the conduct of an arbitration under these Rules:
- (i) within 21 days, the Claimant(s) shall serve its (their) Points of Claim;
  - (ii) within 42 days, the Respondent(s) shall serve its (their) Points of Defence;
  - (iii) within 70 days, the parties shall exchange statements of the witnesses they will rely upon;
  - (iv) within 98 days, the parties shall exchange and serve on the Tribunal their written submissions; and
  - (v) within 119 days, the hearing shall take place.
- (c) In the event that any or all of the parties wish to vary the Standard Directions, or wish for any other direction to be given (such as in relation to disclosure or expert evidence), then:
- (i) the parties shall be free to agree to a variation of the Standard Directions, or for other directions to be given; or
  - (ii) in the event that the parties cannot reach an agreement as to directions, either party may at any time apply in writing to the Tribunal for the directions to be varied, or for any other directions to be given.
- (d) In varying the Standard Directions, or making other directions, the Tribunal shall exercise its powers with a view to obtaining a fair resolution of the dispute without unnecessary delay or expense, and shall make its directions as soon as reasonably practicable.
- (e) Unless otherwise agreed by the parties, the powers of the Tribunal under Rules K 4(c) and K 4(d) shall be carried out by the chairman of the Tribunal on his or her own.
- (f) The parties shall be entitled to agree all other procedural and evidential matters, failing which such matters shall be determined by the Tribunal. These matters may include (but are not limited to):
- (i) whether to apply strict rules of evidence or any other rules as to the admissibility, relevance or weight of any material tendered by a party on any matter of fact or expert opinion and to determine the true manner and form in which material should be exchanged between the parties and presented to the Tribunal; and
  - (ii) whether there should be a hearing or hearings before the Tribunal or whether the dispute should be determined on the basis of written submissions and documents alone.
- (g) In the event of default by either party in respect of any matter under these Rules or of any order or direction of the Tribunal (or of an Interim Tribunal under Rule K8(c) below), the Tribunal shall have the power, upon application by any party or of its own motion:
- (i) to debar that party from further participation, in whole or in part, in the arbitration; and/or
  - (ii) proceed with the arbitration and deliver its award; and/or
  - (iii) make such other order as it sees fit.
- (h) Parties may be represented in an arbitration conducted under these Rules by a Solicitor or Barrister or any other individual of their choice.

# RULES OF THE ASSOCIATION

## THE TRIBUNAL'S GENERAL POWERS

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- 5 The Tribunal shall have power to:
- (i) determine any question of law or fact arising in the course of the arbitration;
  - (ii) determine any question as to its own jurisdiction
  - (iii) order a stay or adjournment of the arbitral proceedings, provided that it is just and equitable to do so;
  - (iv) summarily determine the claim, including having the power to grant summary award or strike-out if it is just and equitable to do so;
  - (v) order the Claimant to provide security for costs of the arbitration;
  - (vi) allow either party upon such terms (as to costs and otherwise) as it shall think fit to amend any statement of case (including the Notice of Arbitration, Response, Points of Claim and Points of Defence);
  - (vii) give directions in relation to the preservation, custody, detention, disclosure, inspection or photographing of property owned by or in the possession of a party to the arbitration;
  - (viii) give directions as to the preservation of evidence in the custody or control of a party;
  - (ix) direct that a witness be examined on oath;
  - (x) require each party to give notice of identity of witnesses it intends to call;
  - (xi) require exchange of witness statements and any experts' reports;
  - (xii) appoint one or more experts to report to it on specific issues;
  - (xiii) require a party to give any such expert any relevant information or to produce or provide access to any relevant document or property;
  - (xiv) order that a transcript be taken of the proceedings;
  - (xv) extend or abbreviate any time limits provided under Rule K or by the directions ordered by the Tribunal;
  - (xvi) require the parties to attend such procedural meetings as it deems appropriate to identify or clarify the issues to be decided and the procedures to be adopted; and
  - (xvii) give such other lawful directions as it shall deem necessary to ensure the expeditious, economical, just and final determination of the dispute.

## DUTIES OF THE PARTIES

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- 6 The parties shall do all things necessary for the proper and expeditious conduct of the arbitration and shall comply without delay with any directions of the Tribunal as to procedural or evidential matters.

## REMEDIES

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- 7 The Tribunal shall have the power to:
- (i) make a declaration as to any matter to be determined in the proceedings;
  - (ii) order the payment of a sum of money;
  - (iii) award simple or compound interest;
  - (iv) order a party to do or refrain from doing anything;
  - (v) order specific performance of a contract (other than a contract relating to land); and
  - (vi) order the rectification, setting aside or cancellation of a deed or other document.

## RULES OF THE ASSOCIATION

### INTERIM APPLICATIONS

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- 8 (a) Section 44 of The Arbitration Act 1996 shall not apply to the arbitrations commenced under this Rule K.
- (b) Following the Tribunal having been Fully Constituted, the parties shall make any application for interim relief to the Tribunal, which shall determine any such applications as it sees fit with the Tribunal exercising the powers provided under Rule K5 and Rule K7 above.
- (c) In the event that a party wishes to seek interim relief prior to the Tribunal being Fully Constituted, then that party shall be entitled to seek such relief in accordance with the following procedure:
- (i) The party seeking interim relief (the “Applicant”) shall serve its application on the other party and file its application (the “Application”) with Sport Resolutions (UK), contact details for which can be obtained from the Disciplinary Department at The Association.
  - (ii) Within 2 Business Days of being served with the Application, Sport Resolutions (UK) shall appoint a single arbitrator, who shall be a Barrister or Solicitor of seven or more years’ standing, to hear the Application (the “Interim Tribunal”);
  - (iii) The Interim Tribunal shall decide all procedural and evidential matters and shall give directions within 2 Business Days of its appointment. The directions shall include without limitation:
    - (A) the extent to which there shall be oral or written evidence or submissions;
    - (B) whether to have an oral hearing to determine the Application, or whether to determine the Application on paper.
  - (iv) In determining the Application the Interim Tribunal shall exercise the powers provided under Rule K5 and Rule K7 above.
  - (v) The Interim Tribunal’s award shall be in writing and shall be provided to both parties and to the Tribunal.
  - (vi) Subject to Rule K 8(c)(vii) below, the Applicant shall be responsible for the costs of the Interim Tribunal.
  - (vii) The Interim Tribunal shall have the power but not the obligation to:
    - (A) make such order against one or more of the parties as it considers appropriate as to the costs of the Application, which shall include:
      - (i) the fees and expenses of the Interim Tribunal and any hearings;
      - (ii) the parties’ legal and other costs in the Application, including administrative costs (if any); and,
      - (iii) the parties’ legal and other costs incurred in any cost assessment or determination under Rule K8(c)(ix) below.
    - (B) order that the costs of the Application be reserved to the Tribunal.
  - (viii) In appropriate cases the Interim Tribunal may award costs on an indemnity basis.
  - (ix) The Interim Tribunal shall have the power to assess or determine the costs of the Application (either summarily or upon detailed representations by the parties) if requested to do so by either party.

## RULES OF THE ASSOCIATION

### PROVISIONAL AWARD

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- 9 The Tribunal shall have the power to make provisional awards during the proceedings including without limitation requiring a party to make an interim payment on account of the claim or the costs of the arbitration. Any such provisional award shall be taken into account when the final award is made.

### AWARD

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- 10 (a) The Tribunal shall make its award ("the Award") in writing and, unless all parties otherwise agree in writing, shall state the reasons for its decision. The Award shall be dated and signed by the Tribunal. Without prejudice to its obligations under Rule K11, the Tribunal shall inform The Association of its Award and provide The Association with a copy of any written decision.
- (b) Subject to the provisions of sections 67 and 68 of the Arbitration Act 1996, the Award shall be final and binding on the parties from the date that it is made, who shall be 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.
- (c) Where there were three arbitrators and the Tribunal fails to agree on any issue, the arbitrators shall decide that issue by a majority. Failing a majority decision on any issue, the chairman of the Tribunal shall decide that issue.

### CONFIDENTIALITY

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- 11 (a) The parties shall preserve and respect the confidentiality of the arbitration proceedings, including the issues in the dispute and the evidence and arguments presented by the parties.
- (b) Subject to Rules K11(c) to K11(e), no disclosure shall be made to any third party of the existence of the proceedings, the contents of any documents or other evidence produced in the arbitration or any procedural decision of the Tribunal or its Award, or any part of them save and to the extent that the disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce an award, except with the prior written agreement of the parties to the arbitration.
- (c) Where The Association is party to an arbitration, unless otherwise agreed between the parties the Award shall be made public, subject to appropriate redaction to protect third party confidentiality.
- (d) Where the Association is not a party to an arbitration, a copy of any Award, interim award or other award or decision (whether provisional or otherwise) of a Tribunal, single arbitrator or Interim Tribunal must be provided to The Association within 24 hours of it having been made by any parties to the proceedings. Where The Association considers, in its absolute discretion, that the terms of any such Award, interim award or other award or decision are of general importance to Participants, The Association may, subject to appropriate redaction to protect confidentiality, produce (in such a manner and to such Participants as it considers appropriate) a summary of it.
- (e) In such cases, The Association shall provide the summary to the chairman of the Tribunal, or Interim Tribunal, or single arbitrator (as applicable) and shall provide them with a reasonable opportunity to provide comment prior to publication. However, the final content and timing of any publication shall be at the sole discretion of The Association.

## RULES OF THE ASSOCIATION

### COSTS

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- 12 (a) The Tribunal shall have the power but not the obligation to make such order against one or more of the parties as it considers appropriate as to the costs of the arbitration, which shall include:
- (i) the fees and expenses of the arbitrators and any hearings;
  - (ii) the parties' legal and other costs in the arbitration, including administrative costs (if any); and,
  - (iii) the parties' legal and other costs incurred in any cost assessment or determination under Rule K12(c) below.
- (b) In appropriate cases the Tribunal may award costs on an indemnity basis.
- (c) The Tribunal shall have the power to assess or determine the costs (either summarily or upon detailed representations by the parties) if requested to do so by either party.

### SERVICE OF DOCUMENTS

---

- 13 (a) Any document served under this Rule K (including any Notice of Arbitration or Response) will be deemed to be received by the relevant party on a particular day, if it is received by that body or person (as appropriate) at or before 17:00 hours on a Business Day. If it is received at any time thereafter, or if it is received during a non-Business Day, it will be deemed to have been received the next Business Day (the "Date of Receipt"). Any time periods stipulated in this Rule K are deemed to commence from the Date of Receipt.
- (b) Any document served under this Rule K shall be deemed to be served:
- (i) in person: On that day, if it is delivered on a Business Day before 17:00, failing which it will be deemed to be served on the next following Business Day after it is delivered;
  - (ii) by first class post or by registered post: On the second Business Day after the date of posting; or
  - (iii) by facsimile or email transmission: On that day, if it is transmitted on a Business Day before 17:00, failing which it will be deemed to be served on the next Business Day after it is transmitted.
- (c) Where The Association is not a party to the dispute, the Claimant(s) and Respondent(s) must:
- (i) send a copy of all statements of case (including the Notice of Arbitration, Response, Points of Claim and Points of Defence), applications, evidence and written submissions to The Association at the same time that such documents are sent to the other party or parties to the dispute; and
  - (ii) provide The Association with a copy of any decision, order or award of the Tribunal, or of any Interim Tribunal, upon receipt of the same.

### GOVERNING LAW AND SEAT OF THE ARBITRATION

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- 14 (a) These Rules and any arbitration pursuant to them shall be governed by English law.
- The Tribunal shall apply English law (both procedural and substantive) in determining any dispute referred to arbitration under the Rules.
- (b) The seat of any arbitration under this Rule K shall be England and Wales and, unless otherwise agreed between the parties and The Association, the arbitration shall be conducted in the English language.



### L. FAIR PLAY IN FOOTBALL

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Fair play in football means that EVERYONE connected with football:

- (a) shows understanding of and respect for the Laws of the Game;
- (b) supports the belief that the game should be played in an entertaining and positive way; and
- (c) behaves on and off the field in a sporting manner towards all others involved, be they players, officials or spectators, irrespective of results.

### M. TRANSITIONAL PROVISIONS

---

- 1 The Rules of The Association and all regulations made there under in force immediately prior to the Effective Date shall be applied in relation to all disputes in connection with proceedings which have been commenced on or before the Effective Date until the conclusion of such proceedings.
- 2 All Full Member Clubs, Associate Member Clubs, County Associations and Other Football Associations who are recognised as such immediately prior to the Effective Date shall, for the purposes of Rules A3(c) and A4(a)(i) and (ii), be accorded their respective status by The Association as on the Effective Date.



# Regulations

## **I - REGULATION CHANGES – NOTE TO PARTICIPANTS**

Participants should be aware that any of The Association's Regulations may be amended during the season following publication of The FA Handbook. Reference should be made to The FA's website, located at [www.TheFA.com](http://www.TheFA.com), for updated versions of the Regulations.



# DISCIPLINARY REGULATIONS

Unless otherwise stated, definitions are as set out in Rule A of The Association and Appendix I of these Regulations.

The Disciplinary Regulations shall comprise:

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A	General Provisions	139
	Section One: All Panels	139
	Section Two: Regulatory Commissions	142
B	Non-Fast Track Regulations	148
C	Appeals – Non-Fast Track	154
D	On-Field Regulations	159
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	Fast Track 1: Not Seen Incidents and Successful Deception	203
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# DISCIPLINARY REGULATIONS

## A: GENERAL PROVISIONS

---

- 1 These General Provisions are split into two parts:
  - 1.1 The provisions in Section One shall apply to Inquiries, Commissions of Inquiry, Regulatory Commissions, Disciplinary Commissions, Appeal Boards and Safeguarding Review Panels.
  - 1.2 The provisions in Section Two shall apply to Regulatory Commissions and, where stated in paragraph 27, Disciplinary Commissions.

## SECTION ONE: ALL PANELS

### SCOPE

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- 2 This Section One shall apply to Inquiries, Commissions of Inquiry, Regulatory Commissions, Disciplinary Commissions, Appeal Boards and Safeguarding Review Panels.
- 3 In relation to proceedings before a Disciplinary Commission, references in this Section One to The Association shall be taken to mean the relevant Affiliated Association.

### GENERAL

---

- 4 The bodies subject to these General Provisions are not courts of law and are disciplinary, rather than arbitral, bodies. In the interests of achieving a just and fair result, procedural and technical considerations must take second place to the paramount object of being just and fair to all parties.
- 5 All parties involved in proceedings subject to these General Provisions shall act in a spirit of co-operation to ensure such proceedings are conducted expeditiously, fairly and appropriately, having regard to their sporting context.
- 6 The bodies subject to these General Provisions shall have the power to regulate their own procedure.
- 7 Without limitation to paragraph 6 above, any breach of procedure by The Association, or a failure by The Association to follow any direction given (including any time limit), shall not invalidate the proceedings or its outcome unless the breach is such as to seriously and irredeemably prejudice the position of the Participant Charged.
- 8 Save where otherwise stated, the applicable standard of proof shall be the civil standard of the balance of probabilities.

### EVIDENCE

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- 9 A panel to which these General Provisions apply:
  - 9.1 shall not be obliged to follow the strict rules of evidence;
  - 9.2 shall not be bound by any enactment or rule of law relating to the admissibility of evidence in proceedings before a court of law;
  - 9.3 may admit such evidence as it thinks fit and accord such evidence such weight as it thinks appropriate in all the circumstances; and
  - 9.4 may draw such inference from the failure of a witness (including the Participant Charged) to give evidence or answer a question as it considers appropriate.

## DISCIPLINARY REGULATIONS

### REPRESENTATION

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- 10 A Participant Charged attending a personal hearing, or an individual attending a Safeguarding Review Panel, may be represented by an or individuals (including a legal representative), provided that they notify The Association both of the fact that they are to be represented and of the identity of the representatives by the date on which the Reply is served. The representatives may speak on behalf of the Participant Charged / the individual.
- 11 An individual acting as a representative for a Participant Charged shall not be allowed to give evidence.
- 12 The Association may nominate an individual or individuals to represent it at a personal hearing.

### CONSOLIDATION OF PROCEEDINGS

---

- 13 Where the subject matter or of facts relating to a Charge or Charges against one or more Participant(s) is sufficiently linked (including, but not limited to, where offences are alleged to have been committed in the same Match or where there is common evidence of The Association or the defence) and where appropriate for the timely and efficient disposal of the proceedings, The Association and/or the relevant panel shall have the power to consolidate proceedings so that they are conducted together and the Charges may be determined at a joint hearing. In respect of such matters:
  - 13.1 evidence adduced by or on behalf of a Participant shall be capable of constituting evidence against another Participant (the relevant panel shall give appropriate weight to such evidence);
  - 13.2 Participants or their representatives shall be entitled to cross-examine other Participants and their witnesses; and
  - 13.3 the relevant panel may hear evidence in any order and shall have complete discretion to take matters out of order for the timely, efficient and appropriate disposal of the proceedings.

### CONFIDENTIALITY / PUBLICATION

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- 14 The proceedings of a Commission of Inquiry, a Regulatory Commission, a Disciplinary Commission, Appeal Board and Safeguarding Review Panel shall take place in private.
- 15 All oral or written representations, submissions, evidence and documents created in the course of any proceedings shall be subject to qualified privilege.
- 16 Subject to paragraphs 17 to 19 below, all oral or written representations, submissions, evidence and documents created in the course of any proceedings are confidential between The Association and the individual or body concerned.
- 17 The Association shall have the power to publish in the public press, on a web site or in any other manner considered appropriate:
  - 17.1 the outcome of any proceedings or inquiry (irrespective of whether a Charge is issued in respect of that inquiry);
  - 17.2 reports of any hearing, order, requirement, instruction, decision, proceedings, acts, resolution, finding and penalty; or
  - 17.3 any representations, submissions, evidence and documents created in the course of any proceedings or inquiry (including but not limited to the written reasons of a Regulatory Commission and Appeal Board) whether or not this reflects on the character or conduct of a Participant.
- 18 Each Participant will take part in any Commission of Inquiry, Regulatory Commission, Disciplinary Commission, Appeal Board, or Safeguarding Review Panel as required to ensure the appropriate discharge of these Regulations, and acknowledges that reports of decisions will be published.

## DISCIPLINARY REGULATIONS

- 19 The Association shall have the right to use and rely upon any representations, submissions, evidence and documents that are provided to it during the course of any inquiry pursuant to Rule F (or otherwise) and/or are created or otherwise generated during the proceedings of a panel to which these General Provisions apply for the purpose of carrying out its regulatory functions and monitoring and implementing compliance with its Rules and Regulations (including, but not limited to, taking action against any Participant under Rule E).

### SERVICE OF DOCUMENTS

- 20 A document may be served by:
- 20.1 giving it to the person to whom it is addressed;
  - 20.2 leaving it at, or sending it by first class post to, the last known address of the addressee or, in the case of an individual, the Club with which they are associated; or
  - 20.3 sending it by e-mail or by fax to the last known email address or fax number of the addressee or, in the case of an individual, the Club with which they are associated.

### FEES

- 21 Where a Participant lodges a Notice of Appeal in respect of:
- 21.1 a decision of a Regulatory Commission, they must pay an appeal fee of £100;
  - 21.2 a decision of an Affiliated Association, they must pay an appeal fee of £50;
  - 21.3 any other decisions of The Association subject to appeal, or a decision of Competition, they must pay an appeal fee as follows:

RELEVANT COMPETITION	FEE
Premier League, EFL Championship, EFL League One, EFL League Two and National League	£500
Steps 2 to 4 of the National League System	£250
Steps 5 to 7 of the National League System	£100
Any other Competition (including those outside the National League System)	£50

- 22 In respect of other matters where fees are payable, the relevant fees shall be as prescribed in the relevant regulations.

### OTHER PROCEEDINGS

- 23 The fact that a Participant is liable to face or has pending any other criminal, civil, disciplinary or regulatory proceedings (whether public or private in nature) in relation to the same matter shall not prevent or fetter The Association commencing, conducting and/or concluding proceedings under the Rules.
- 24 The result of those proceedings and findings upon which such result is based shall be presumed to be correct and true unless it is shown, by clear and convincing evidence, that this is not the case.

### EXCLUSION OF LIABILITY

- 25 Panel members to which these General Provisions apply and any executive staff member of The Association involved in any proceedings subject to these General Provisions, shall not be held liable for any acts or omissions in relation to any such proceedings.

## DISCIPLINARY REGULATIONS

### SECTION TWO: REGULATORY COMMISSIONS

#### SCOPE

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- 26 This Section Two sets out provisions applicable to matters of Misconduct proceeding before Regulatory Commissions. Further detail, to include the timetable to be followed in respect of such matters, is found in:
- 26.1 Part B: Non-Fast Track Regulations (where the matter proceeds according to the ordinary timetable);
  - 26.2 Part E: Fast Track Regulations (where the matter proceeds according to an expedited timetable).
- As such, the procedures set out at Part B: Non-Fast Track Regulations and Part E: Fast Track Regulations should be read in conjunction with these provisions.
- 27 In addition, the following paragraphs of this Section Two shall apply to matters of Misconduct proceeding before Disciplinary Commissions: paragraphs 28, 31, 38 to 43, 46 to 50 and 52 to 53. The content of those paragraphs shall be construed accordingly (e.g. references to The Association shall be taken to mean the relevant Affiliated Association).

#### THE COLLECTION OF EVIDENCE

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- 28 In accordance with Rule F, all Participants must take all reasonable measures to assist The Association in the collection of evidence. Where The Association requests the production of evidence from any Participant, that Participant shall (subject to considerations of legal professional privilege) be under an obligation to provide it.
- 29 Where on-field offences are concerned, The Association may request that a Club provides or procures the delivery of video evidence to assist it in investigating possible Misconduct. Clubs must provide such video evidence to The Association as soon as reasonably practicable and in any event no later than 12 noon on the next Business Day following The Association's request (or a later date if stipulated by The Association). Failure to provide such evidence within this deadline may result in The Association issuing a Charge against the Club.

#### CHARGE

---

- 30 The decision that facts or matters may give rise to Misconduct and that a Charge be brought will be made by the Chief Regulatory Officer (or their nominee) on behalf of The Association.
- 31 Where any facts or matters give rise to alleged Misconduct by a Participant, The Association will serve on the Participant a Charge which shall:
- 31.1 state briefly the nature of the alleged Misconduct;
  - 31.2 identify the provision(s) alleged to have been breached; and
  - 31.3 enclose copies of documents or other material referred to in the Charge.
- 32 The Charge may include a request for the provision of a summary of the current terms and conditions of employment of a Participant.
- 33 A copy of the Charge shall be forwarded to the Judicial Panel Chairman who shall appoint a Regulatory Commission in accordance with, and subject to, the Terms of Reference for the Composition and Operation of the Judicial Panel.



## DISCIPLINARY REGULATIONS

### TIME LIMITS AND DIRECTIONS

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#### General

- 34** The standard directions for a Regulatory Commission processing a matter under these Regulations shall be as set out in Part B: Non-Fast Track Regulations and Part E: Fast Track Regulations.
- 35** In complex cases the standard directions may, at the discretion of the Regulatory Commission, be the subject of a directions hearing which may be conducted in accordance with paragraph 26 of Part B: Non-Fast Track Regulations.

#### Exceptional Circumstances

- 36** Where the circumstances of a case are such that the Chief Regulatory Officer (or their nominee) or a Participant considers that it would be impractical or unfair for a Charge to be processed in accordance with the directions or other time limits set out in Part B: Non-Fast Track Regulations and Part E: Fast Track Regulations, the Chief Regulatory Officer (or their nominee) or a Participant may apply to the Judicial Panel Chairman (or their nominee) for an order that the relevant time limits be amended, suspended, reduced or dispensed with.
- 37** Examples of circumstances in which the processing of a Charge would be impractical or unfair within the time limits set out in Part B: Non-Fast Track Regulations and Part E: Fast Track Regulations are where:
- 37.1** there is a pending police investigation; or
  - 37.2** the seriousness or complexity of the matter necessitates a longer period of investigation; or
  - 37.3** substantial evidence needs to be obtained from non-Participants.

### REGULATORY COMMISSION DELIBERATIONS

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- 38** Deliberations of a Regulatory Commission shall take place in private.
- 39** The decision of the Regulatory Commission shall be determined by majority. Each member of the Regulatory Commission shall have one vote, save that the Chairman of the Regulatory Commission shall have a second and casting vote in the event of a deadlock.

### PENALTIES AND ORDERS

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#### General

- 40** Save where expressly stated otherwise, a Regulatory Commission shall have the power to impose any one or more of the following penalties or orders on the Participant Charged:
- 40.1** a reprimand and/or warning as to future conduct;
  - 40.2** a fine;
  - 40.3** suspension from all or any specified football activity from a date that the Regulatory Commission shall order, permanently or for a stated period or number of Matches;
  - 40.4** the closure of a ground permanently or for a stated period;
  - 40.5** the playing of a Match or Matches without spectators being present, and/or at a specific ground;
  - 40.6** any order which may be made under the rules and regulations of a Competition in which the Participant Charged participates or is associated, which shall be deemed to include the deduction of points and removal from a Competition at any stage of any playing season;
  - 40.7** expulsion from a Competition;
  - 40.8** expulsion from membership of The Association or an Affiliated Association;

## DISCIPLINARY REGULATIONS

40.9 such further or other penalty or order as it considers appropriate.

41 In imposing penalties, a Regulatory Commission shall consider any:

41.1 applicable standard sanctions or sanction guidelines as may be communicated by The Association from time to time. A Regulatory Commission shall have the discretion, to depart from such sanction guidelines where it, in its absolute discretion, deems it appropriate having regard to the facts of an individual case (for example, where a particular act of Misconduct is sufficiently serious that the guideline sanction would not constitute a sufficient penalty for the Misconduct that has taken place);

41.2 mitigating and/or aggravating factors, to include but not limited to the disciplinary record of the Participant and other factors that may be communicated by The Association from time to time.

### Suspended Penalty

42 Save where any Rule or regulation expressly requires an immediate penalty to be imposed, and subject to paragraphs 43 to 45 below, the Regulatory Commission may order that a penalty imposed is suspended for a specified period or until a specified event and on such terms and conditions as it considers appropriate.

43 Where the penalty to be imposed is to be suspended, no more than three-quarters of any such penalty may be suspended. If the period of such a suspension is a lifetime, the non-suspended period must be no less than eight years.

44 Where a Participant has committed a breach of Rules E5, E8 or E14, the Regulatory Commission must consider suspending a portion of the penalty to be imposed if:

44.1 that Participant has provided assistance and / or information to any Competition, The Association, UEFA, FIFA, any other national football association, a law enforcement agency or professional disciplinary body; and

44.2 the assistance and / or information provided results in the discovery or establishment of a criminal offence or the breach of disciplinary rules by another person relating to betting or integrity (not including anti-doping, in respect of which the Anti-Doping Regulations shall apply) in football or sport generally.

45 Where the Regulatory Commission, in exercising its discretion under paragraph 44, considers it to be appropriate to suspend a portion of the penalty, the extent to which the penalty may be suspended will be based on the significance of the assistance provided by the Participant to the effort to eliminate corruption from sport.

### Aggravated Breaches (Rule E3(2))

46 Whether or not a suspension has been imposed by the Regulatory Commission in accordance with paragraphs 47 to 50 below, in respect of an Aggravated Breach that Regulatory Commission:

46.1 must order that the Participant who commits an Aggravated Breach be subject to an education programme, the details of which will be provided to the Participant by The Association;

46.2 may impose a financial penalty or any other sanction that it considers appropriate.

47 **Subject to paragraphs 48 and 49 below:**

47.1 where a Participant commits an Aggravated Breach for the first time, a Regulatory Commission shall impose an immediate suspension of at least six Matches on that Participant. The Regulatory Commission may increase the suspension where additional aggravating factors are present.

47.2 where a Participant commits a second (or further) Aggravated Breach, a Regulatory Commission shall impose an immediate suspension of no fewer than seven Matches. In determining the suspension to be imposed, the Regulatory Commission shall use as an entry point an immediate suspension of 11 Matches. The Regulatory Commission may depart from the entry point where aggravating or mitigating factors are present.

## DISCIPLINARY REGULATIONS

- 48** Where an Aggravated Breach is committed:
- 48.1** by a Participant for whom a match-based suspension would be inappropriate due only to that Participant's particular role in football (for the avoidance of doubt, this sub-paragraph shall not apply to a Manager, coach or Player);
  - 48.2** in writing only;
  - 48.3** via the use of any communication device, public communication network (to include, but not limited to, social media) or broadcast media only; or
  - 48.4** by reference to nationality only,
- a Regulatory Commission will not be bound to impose an immediate suspension of at least six Matches for a first such breach, or of no fewer than seven Matches for a second or further such breach. Instead the Regulatory Commission may impose any sanction that it considers appropriate, taking into account any aggravating or mitigating factors present.
- 49** Where a Player in youth football aged 12 to 15 (inclusive) commits an Aggravated Breach for the first time, a Regulatory Commission shall impose a suspension of at least six Matches on that Player. The Regulatory Commission may increase the suspension where additional aggravating factors are present. A minimum of one Match shall come into effect immediately, however the Regulatory Commission may suspend such number of the remaining Matches on such terms and for such period as it considers appropriate. For the avoidance of doubt, where such a Player commits a second (or further) aggravated breach, a Regulatory Commission shall apply the provisions of paragraph 47.2 above.
- 50** Where a Regulatory Commission sanctions a Club in accordance with Rule E3(4), it may impose any sanction it considers appropriate, taking into account any aggravating or mitigating factors present.

### Drug Rehabilitation and Counselling

- 51** Where a Participant has breached the provisions of the Anti-Doping Regulations or the Social Drugs Policy Regulations, a Regulatory Commission may order a compulsory period of target testing, rehabilitation and counselling, and attach such conditions as it considers appropriate.

### Compensation Orders

- 52** The Regulatory Commission may, where it considers it appropriate, order the Participant Charged to pay compensation to another Participant (the "Compensation Claimant"), instead of or in addition to any penalty or other order. Such an order may be for such amount as the Regulatory Commission considers appropriate.
- 53** The Regulatory Commission may order compensation only where:
- 53.1** it receives, in advance of its determination as to whether a Charge has been proven, a written claim by or on behalf of the Compensation Claimant which sets out the amount claimed and detailed reasons for the claim;
  - 53.2** it is satisfied that the Compensation Claimant has suffered loss as a consequence of the Misconduct of the Participant Charged; and
  - 53.3** the Participant Charged has had an opportunity both of seeing the claim in advance of an order being made and of making submissions to the Regulatory Commission in relation to it.

## DISCIPLINARY REGULATIONS

### COSTS ORDERS

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- 54 Save where otherwise provided, any costs incurred:
- 54.1 in bringing or defending a Charge will be borne by the party incurring the costs; and
  - 54.2 by a Regulatory Commission, which are considered by the Chairman of the Regulatory Commission to be appropriate, may be ordered to be paid in full or in part by either party (such costs may include, but are not limited to, the costs of the Regulatory Commission and related expenses).
- 55 The applicable deadlines for any appeal against only the quantum of costs shall be those set out in paragraph 5 of Part C: Appeals – Non-Fast Track. Any such appeal shall be heard and determined by a single person appointed by Sport Resolutions (UK) (or similar independent body as determined by The Association from time to time). That person shall decide all matters of procedure for how such an appeal will be conducted.
- 56 A Notice of Appeal against a decision of a Regulatory Commission shall be deemed not to have been lodged unless either:
- 56.1 all financial orders, including costs orders, relating to the Participant in question have been paid in full; or
  - 56.2 the Chairman of the Regulatory Commission has made an order to set aside the relevant financial orders pending the outcome of the Appeal.
- 57 In the event of an appeal being lodged, where applicable payments of costs made will be held in escrow by The Association.

### COMPLIANCE WITH PENALTIES AND ORDERS

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- 58 Unless the Regulatory Commission determines otherwise, a penalty or order shall come into effect immediately at the date of the notification of the decision.
- 59 A Regulatory Commission may issue such further order, requirement or instruction as it considers appropriate for the purpose of giving effect to its decision.
- 60 Where a Regulatory Commission is satisfied that a Participant Charged has failed to observe or comply with a penalty or order imposed by the Regulatory Commission, it shall have the power to order that the Participant Charged be suspended immediately from all or any football activity for such period and on such conditions as it considers appropriate.
- 61 In respect of any appeal made by a Participant Charged against a decision of a Regulatory Commission, the Regulatory Commission shall have the power, upon application and its absolute discretion, to stay the effect of, or compliance by the Participant Charged with, a penalty or order of a Regulatory Commission.

## DISCIPLINARY REGULATIONS

### PAYMENT OF FEES, FINES AND COMPENSATION ORDERS

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- 62 Payment of any administration fee, fine or compensation shall be made to The Association by such deadline and under such terms as ordered by The Association at the time of the written notification or decision.
- 63 The failure to make payment within the deadline ordered may result in an automatic increase of 25% of the amount due. Failure to pay within a further 30 days from the deadline ordered may result in the automatic suspension of the Participant until such time as payment has been received. Where the Participant is a person, such suspension will be from all football and football activity. Where the Participant is a Club, such suspension will be from playing in any Match or Competition.

### WRITTEN DECISION

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- 64 The Regulatory Commission shall as soon as practicable send to the Participant Charged and the Chief Regulatory Officer (or their nominee) a written statement of its decision, which shall state:
- 64.1 the Charge(s) considered and whether admitted or denied;
  - 64.2 the decision as to whether Misconduct has been proven or not; and
  - 64.3 any penalty or other order imposed.
- 65 The written decision shall be signed and dated by the Chairman of the Regulatory Commission and be the conclusive record of the Regulatory Commission's decision. A copy of the written decision shall be forwarded to The Association.

### WRITTEN REASONS

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- 66 Where the relevant parts of Part B: Non-Fast Track Regulations and Part E: Fast Track Regulations so provide, written reasons may be requested and provided.
- 67 Where written reasons are provided they shall state in writing:
- 67.1 the findings of fact made by the Regulatory Commission;
  - 67.2 the reasons for the Regulatory Commission's decision finding the Charge(s) proven; and
  - 67.3 the reasons for any penalty or order.

### APPEALS

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- 68 The rights of appeal shall be as set out in Part B: Non-Fast Track Regulations or Part E: Fast Track Regulations.

# DISCIPLINARY REGULATIONS

## B: NON-FAST TRACK REGULATIONS

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### SCOPE

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- 1 These Non-Fast Track Regulations shall apply to all matters of Misconduct proceeding before Regulatory Commissions, save for those matters which are stated in Part E: Fast Track Regulations to be conducted in accordance with the expedited timetables set out therein.
- 2 For the avoidance of doubt, the matters which shall proceed under these Non-Fast Track Regulations shall include (but are not limited to):
  - 2.1 any Aggravated Breach of Rule E3(1); or where it is thought any such charge may arise when an investigation is initiated;
  - 2.2 breaches of integrity and betting matters in accordance with Rules E5 and E8;
  - 2.3 breaches of a Participant's reporting obligations in accordance with Rule E14;
  - 2.4 the conduct of a Club's spectators, supporters or followers in accordance with Rule E20;
  - 2.5 breaches of the Anti-Doping Regulations;
- 3 Unless otherwise stated, any reference to a day or days in these Non-Fast Track Regulations shall not include Bank Holidays.

### CHARGE

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- 4 Disciplinary proceedings shall be commenced by the service of a Charge in accordance with paragraphs 30 to 33 of Part A: General Provisions, Section Two.

### REPLY

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- 5 Subject to paragraph 7 below, the Participant Charged must serve on The Association a Reply by e-mail (as directed by The Association) within seven days of the service of the Charge which:
  - 5.1 admits or denies each Charge or part of the Charge;
  - 5.2 states whether they wish the matter to be dealt with:
    - 5.2.1 on written submissions alone; or
    - 5.2.2 at a personal hearing (in which case a fee of £100 must be submitted to The Association, in such manner as may be prescribed by The Association from time to time);and
  - 5.3 where requested in the Charge (or accompanying documents), provides a summary of the current terms and conditions of employment of the Participant Charged.
- 6 The Reply must also include:
  - 6.1 a clear explanation of the nature and extent of the Participant's admission or denial of the Charge(s) or any part of a Charge;
  - 6.2 a signed written statement of each witness upon whom the Participant intends to rely which sets out their evidence in full;
  - 6.3 copies of any documentation, evidence, mitigation or other relevant material (of whatever nature) on which the Participant intends to rely.

## DISCIPLINARY REGULATIONS

- 7 In complex or exceptional cases, a Participant Charged may apply (on notice to The Association) to the Judicial Panel Chairman or the Chairman of the Regulatory Commission (if appointed) for an extension of time in which to provide the Reply.
- 8 Where the Participant Charged fails to:
- 8.1 serve their Reply within seven days (or, where applicable, within any period set by the Judicial Panel Chairman or the Chairman of the Regulatory Commission in accordance with paragraph 7); or
  - 8.2 comply with any of the requirements at paragraphs 5 to 6 above;
- the Regulatory Commission shall determine the Charge in such manner and upon such evidence as it considers appropriate.

### FURTHER EVIDENCE OR MATERIAL

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- 9 Upon review of the Reply, The Association may provide to the Participant and the Regulatory Commission any further evidence or relevant material on which it intends to rely.
- 10 Where a Participant is provided with material in accordance with paragraph 9, they may provide The Association with such further evidence or relevant material on which they intend to rely provided that they do so at the earliest opportunity and in any event no later than seven days before the date on which the Regulatory Commission is to determine the matter (whether at a hearing or on the papers). Evidence or material not provided within time may not be relied upon at the hearing.
- 11 The purpose of the provisions relating to the Reply and further evidence or material at paragraphs 5 to 10 above is to:
- 11.1 clarify for all parties and the Regulatory Commission the issues to be determined at a hearing; and
  - 11.2 ensure the just, timely and efficient disposal of the case,
- and the parties shall cooperate with one another in so far as they are able in order to achieve this purpose.

### REGULATORY COMMISSION APPOINTMENT

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- 12 The Regulatory Commission shall be appointed in accordance with, and subject to, the Terms of Reference for the Composition and Operation of the Judicial Panel.
- 13 Where a matter is to be dealt with at a hearing in accordance with paragraph 30 below, a party may, within seven days of the Charge and on notice to all other parties, make an application to the Judicial Panel Chairman for an order that the Chairman of the Regulatory Commission shall be a Specialist Panel Member, who is a solicitor or barrister of seven or more years' standing. Approval by the Judicial Panel Chairman shall not be unreasonably withheld or delayed. Any additional costs incurred in respect of appointing such Specialist Panel Member may be borne by the party who made the application, as determined by the Chairman of the Regulatory Commission in accordance with paragraph 54 of Part A: General Provisions.

### PRELIMINARY APPLICATIONS AND PRELIMINARY HEARINGS

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- 14 A party to disciplinary proceedings may make a Preliminary Application. A Preliminary Application must be made as soon as practicable following service of the Charge, and in any case no later than ten Business Days prior to the full hearing date.
- 15 Where a party wishes to have the Preliminary Application determined by a separate Regulatory Commission to that appointed to determine the Charge, the party may submit the Preliminary Application to the Judicial Panel Chairman who shall determine whether it will be considered by the Regulatory Commission appointed to determine the Charge or by a separate Regulatory Commission. In the absence of such an application, the

## DISCIPLINARY REGULATIONS

Preliminary Application will be conducted by the Regulatory Commission appointed to determine the Charge.

- 16 The relevant Regulatory Commission, or the Chairman of the relevant Regulatory Commission, shall have the power to decide the procedure to be followed in determining the Preliminary Application, including for the Preliminary Application to be heard by the Chairman of the relevant Regulatory Commission alone.
- 17 In determining the Preliminary Application the relevant Regulatory Commission, or the Chairman of the relevant Regulatory Commission, shall have the power to:
  - 17.1 dismiss the Preliminary Application summarily;
  - 17.2 order that the issues raised in the Preliminary Application be dealt with as part of the main proceedings and not on a preliminary basis;
  - 17.3 allow or dismiss the Preliminary Application in full or in part; or
  - 17.4 make such further order as it considers appropriate.
- 18 The decision relating to a Preliminary Application shall be final and binding and there shall be no right of further challenge.

### **PROVISIONAL SUSPENSIONS AND PROVISIONAL HEARINGS UNDER THE ANTI-DOPING REGULATIONS**

- 19 In respect of a Provisional Suspension imposed upon a Participant pursuant to the Anti-Doping Regulations, that Participant may apply for a Provisional Hearing before or after they have been issued with a Charge for a breach of Rule E25 to which the Provisional Suspension relates.

#### **Prior to a Charge**

- 20 Where the Participant has not been issued with a Charge, the Participant may apply to the Judicial Panel Chairman to request a Provisional Hearing. Upon such request, the Judicial Panel Chairman will appoint a Regulatory Commission to conduct the Provisional Hearing.

#### **After a Charge**

- 21 Where the Participant has been issued with a Charge, but wishes to have the Provisional Hearing conducted by a separate Regulatory Commission to that appointed to determine the Charge, the Participant may apply to the Judicial Panel Chairman who shall determine whether it will be conducted by the Regulatory Commission appointed to determine the Charge or by a separate Regulatory Commission. In the absence of such an application, the Provisional Hearing will be conducted by the Regulatory Commission appointed to determine the Charge.

#### **Procedure**

- 22 Save that the Provisional Hearing may be conducted orally or in writing, the relevant Regulatory Commission shall have the power to decide the procedure to be followed in conducting the Provisional Hearing.
- 23 In conducting the Provisional Hearing, the relevant Regulatory Commission, shall have the power to:
  - 23.1 order that the issues raised at the Provisional Hearing be dealt with as part of the main proceedings and not at the Provisional; Hearing;
  - 23.2 order that the Provisional Suspension remain in place; or
  - 23.3 order that the Provisional Suspension be removed, save that it may only do so on one or more of the bases provided for in the Anti-Doping Regulations.
- 24 The decision of a Regulatory Commission at a Provisional Hearing shall be subject to appeal only as provided for in the Anti-Doping Regulations.



## DISCIPLINARY REGULATIONS

### DIRECTIONS

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- 25 The Regulatory Commission may give any further directions considered necessary for the proper conduct of the proceedings, including but not limited to:
- 25.1 establishing the date, time and place of the hearing;
  - 25.2 extending or reducing any time limit;
  - 25.3 amending or dispensing with any of the procedural steps set out in these Regulations;
  - 25.4 instructing that a transcript be made of the proceedings;
  - 25.5 determining that issues be dealt with as preliminary issues, or at a preliminary hearing;
  - 25.6 requiring that the parties make written submissions, or submit skeleton arguments in advance of the Regulatory Commission's hearing;
  - 25.7 requiring that the disclosure be made of specific and identifiable documents in the possession of The Association, the Participant Charged or any third-party Participant which are considered by the Regulatory Commission to be relevant to the Charge; or
  - 25.8 determining who shall attend a hearing;
  - 25.9 whether on the application of one of the parties or otherwise, requiring a Participant (whether before or during a hearing) to:
    - 25.9.1 attend before the Regulatory Commission to provide information, in which case questions may be put by the Regulatory Commission, The Association and any Participant Charged; or
    - 25.9.2 produce documents or records to the Regulatory Commission.
- 26 The Regulatory Commission may order for there to be a directions hearing which it may direct to be conducted by way of oral hearing, telephone or video conference or by written submissions. If satisfied that all matters are agreed prior to the time set for the directions hearing, the Regulatory Commission may direct that no hearing take place and that the agreed directions shall stand as the decision of the Regulatory Commission.
- 27 The Regulatory Commission will circulate a note of its directions within three Business Days of a directions hearing.
- 28 A decision of a Regulatory Commission concerning any matters referred to in paragraphs 5 to 27 is final and not subject to appeal.

## DISCIPLINARY REGULATIONS

### DETERMINATION

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#### On Written Submissions

- 29 Where the Participant Charged states, in accordance with paragraph 5.2.1, that they wish for the matter to be dealt with on written submissions, the Regulatory Commission may dispense with an oral hearing. In such cases, the Regulatory Commission shall determine the Charge, and the sanction if the Charge is found proven, in the absence of the Participant Charged and shall make such penalty or order as it deems appropriate.

#### At a Hearing

- 30 Where the Participant Charged states, in accordance with paragraph 5.2.2, that they wish for the matter to be dealt with at a hearing, the Regulatory Commission shall proceed in accordance with this paragraph 30:
- 30.1 The Participant Charged must, if an individual, attend a hearing of the Regulatory Commission in person. If the Participant Charged is not an individual, it shall attend through a Club Official.
- 30.2 The Association, through the Chief Regulatory Officer (or their nominee), shall nominate an individual or individuals to present the Charge, call evidence and make submissions in support of the Charge.
- 30.3 The Regulatory Commission may adjourn a hearing for such period and upon such terms (including as to the costs of the Regulatory Commissions) as it considers appropriate.
- 30.4 Any Participant Charged appearing before the Regulatory Commission has the right to be represented in accordance with and subject to the requirements of paragraphs 10 to 11 of Part A: General Provisions.
- 30.5 Where a Participant Charged gives evidence in their own defence, they must give their evidence first (i.e. before any other defence witness gives evidence). All other witnesses of fact for The Association or the defence cannot enter the hearing until they are called to give their evidence.
- 30.6 The Regulatory Commission may proceed at a hearing in the absence of the Participant Charged where it is satisfied that there are no reasonable grounds for the failure to attend, and will do so in such manner as it considers appropriate.
- 30.7 Where a party fails to comply with an order, requirement, direction or instruction of the Regulatory Commission, it may take such action as it considers appropriate in relation to such failure and may make an award of costs against that party.

### DECISION ON CHARGE

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#### Deliberation

- 31 The Regulatory Commission will first consider whether or not a Charge is proven. In doing so, it will have regard to any admission of all or part of the Charge made by the Participant Charged. Where a Charge is denied, or where it is admitted but there remains a factual dispute between the Participant Charged and The Association, the Regulatory Commission shall consider the witness and other evidence placed before it together with each party's submissions in order to make findings in respect of any factual dispute(s) in order to determine: (i) whether a Charge is proven; (ii) if so proven or admitted, the factual basis on which the Charge is proven.

#### Notification of the decision on Charge

- 32 The Regulatory Commission shall notify parties of its decision as to whether a Charge is proven. The Regulatory Commission may cite such findings as it considers appropriate to enable the parties to understand its decision. The Regulatory Commission shall notify parties of its decision as soon as reasonably practicable and in such manner as it considers appropriate. Where such decision is reached at a hearing at which the Participant Charged is present it should be notified immediately, save where the Regulatory Commission considers it appropriate to act otherwise.

## DISCIPLINARY REGULATIONS

### PENALTY

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- 33 As regards penalty, the Regulatory Commission may impose any penalty that it considers to be appropriate in accordance with its general powers as set out in paragraphs 40 to 53 of Part A: General Provisions.

#### Matters relevant to the decision on penalty

- 34 Where a Charge is proven following determination at a hearing, the parties shall be invited to address the Regulatory Commission as to any matter relevant to its consideration of penalty, which shall include the disciplinary record of the Participant Charged and any mitigation raised.
- 35 Where a Charge is proven following determination on written submissions, the Regulatory Commission shall then consider the disciplinary record of the Participant together with any mitigation, and any other matters it considers relevant in its consideration of penalty.

#### Notification of decision on penalty

- 36 The Regulatory Commission shall notify parties of its decision as to any penalty or other order to be imposed as soon as is reasonably practicable and in such manner as it deems appropriate. Where such decision is reached at a hearing at which the Participant Charged is present it should be notified immediately, save where the Regulatory Commission considers it appropriate to act otherwise.

### COSTS

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- 37 Costs shall fall to be determined in accordance with paragraph 54 of Part A: General Provisions.

### WRITTEN DECISION

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- 38 A Regulatory Commission shall provide a written statement of its decision in accordance with paragraphs 64 and 65 of Part A: General Provisions.

### WRITTEN REASONS

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- 39 Where the Chief Regulatory Officer (or their nominee) or Participant Charged requires written reasons, they must make a written request to the secretary of the Regulatory Commission (by email to [Disciplinary@TheFA.com](mailto:Disciplinary@TheFA.com)) within seven days of receipt of the written decision.

### APPEALS

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- 40 Participants and The Association shall have the right to appeal a decision of a Regulatory Commission to an Appeal Board in accordance with Part C: Appeals – Non-Fast Track. There shall be no further right of challenge in respect of a decision of a Regulatory Commission, which is otherwise final and binding.

## DISCIPLINARY REGULATIONS

### C: APPEALS - NON-FAST TRACK

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These Regulations set out the provisions relating to appeals conducted in accordance with the Rules, save for appeals arising from matters proceeding under Part E: Fast Track Regulations (which shall be conducted in accordance with Part E: Fast Track 7: Appeals – Fast Track therein).

#### GROUNDS OF APPEAL

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- 1 The grounds of appeal available to The Association shall be that the body whose decision is appealed against:
  - 1.1 misinterpreted or failed to comply with the Rules and/or regulations of The Association relevant to its decision; and/or
  - 1.2 came to a decision to which no reasonable such body could have come; and/or
  - 1.3 imposed a penalty, award, order or sanction that was so unduly lenient as to be unreasonable.
- 2 The grounds of appeal available to Participants shall be that the body whose decision is appealed against:
  - 2.1 failed to give that Participant a fair hearing; and/or
  - 2.2 misinterpreted or failed to comply with the Rules and/or regulations of The Association relevant to its decision; and/or
  - 2.3 came to a decision to which no reasonable such body could have come; and/or
  - 2.4 imposed a penalty, award, order or sanction that was excessive.
- 3 Where an appeal is brought by FIFA, UKAD or WADA against a decision of a Regulatory Commission pursuant to the Association's Anti-Doping Regulations, any of the grounds set out at paragraphs 1 and 2 above may be relied upon.

#### APPEAL PROCESS

##### Commencement of Appeal and Response

- 4 Appeal timings shall run from the date of notification of the decision being appealed against ("**Notification Date**"). The Notification Date shall be:
  - 4.1 the date of provision of the written decision; or
  - 4.2 where the relevant rules or regulations provide that written reasons may be produced or requested, the date of provision of the written reasons.
- 5 In the case of an appeal from a decision of a Regulatory Commission or Disciplinary Commission;
  - 5.1 notification of the intention to appeal shall be made in writing to The Association (or to the relevant Participant, where The Association is the appellant) within seven days of the Notification Date.
  - 5.2 a notice of appeal (the "**Notice of Appeal**") with The Association by email to [Disciplinary@TheFA.com](mailto:Disciplinary@TheFA.com) (or, where The Association is the appellant, with the relevant Participant) within 14 days of the Notification Date.
- 6 In case of all other appeals, the timings set out in paragraph 5 above shall apply, unless the relevant rules provide otherwise.

## DISCIPLINARY REGULATIONS

- 7 The Notice of Appeal must:
  - 7.1 identify the specific decision(s) being appealed;
  - 7.2 set out the ground(s) of appeal and the reasons why it would be substantially unfair not to alter the original decision;
  - 7.3 set out a statement of the facts upon which the appeal is based;
  - 7.4 save for where the appellant is The Association, in which case no appeal fee will be payable, be accompanied by the relevant appeal fee as set out in paragraph 21 of Part A: General Provisions. Where an appeal is lodged electronically, the appeal fee must be received not later than the third day following the day of despatch of the electronic notification (including both the day of despatch and receipt);
  - 7.5 where appropriate, apply for leave to present new evidence under paragraph 10 below.
- 8 The respondent shall serve a written reply to the Notice of Appeal (the “**Response**”) on an appellant and the Appeal Board within 21 days of the lodging of the Notice of Appeal. Where appropriate, the Response must include an application for leave to present new evidence under paragraph 10 below.
- 9 Where the Regulatory Commission or other body appealed against has not stated the reasons for its decision, either:
  - 9.1 the appellant shall request written reasons from that body which shall be provided to the Appeal Board; or
  - 9.2 the Appeal Board shall require that a member of that body attends the appeal hearing. In which case:
    - (i) questions may be put by the Appeal Board at a hearing to satisfy itself as to the reasons for the decision); (ii) cross-examination by the appellant or respondent shall not be permitted; (iii) representations may be made by the parties to the Appeal Board who may then put questions to the member of the body that made the decision.

### New Evidence

- 10 The Appeal Board shall hear new evidence only where it has given leave that it may be presented. An application for leave to present new evidence must be made in the Notice of Appeal or the Response. Such application must set out the nature and the relevance of the new evidence, and why it was not presented at the original hearing. Save in exceptional circumstances, the Appeal Board shall not grant leave to present new evidence unless satisfied with the reason given as to why it was not, or could not have been, presented at the original hearing and that such evidence is relevant. The Appeal Board’s decision shall be final. Where leave to present new evidence has been granted, in all cases the other party will be given an opportunity to respond.

### Appeal Board Proceedings

- 11 The appellant shall prepare a set of documents which shall be provided to the Appeal Board and respondent at least seven days before the hearing and which shall comprise the following (or their equivalent):
  - 11.1 the Charge;
  - 11.2 the Reply;
  - 11.3 any documents or other evidence referred to at the original hearing relevant to the appeal;
  - 11.4 any transcript of the original hearing;
  - 11.5 the notification of decision appealed against and, where they have been given, the reasons for the decision;
  - 11.6 any new evidence;
  - 11.7 the Notice of Appeal;
  - 11.8 the Response.

## DISCIPLINARY REGULATIONS

- 12 An appeal shall be by way of a review on documents only. The parties shall however be entitled to make oral submissions to the Appeal Board. Oral evidence will not be permitted, except where the Appeal Board gives leave to present new evidence under paragraph 10 above.
- 13 Once an appeal has been commenced, it shall not be withdrawn except by leave of the Appeal Board. Where an appeal is so withdrawn, the Appeal Board may make such order for costs, or such order in respect of any bond lodged pursuant to paragraphs 27 to 37 below, as it considers appropriate.
- 14 The chairman of an Appeal Board may upon the application of a party or otherwise, give any instructions considered necessary for the proper conduct of the proceedings, including but not limited to:
- 14.1 extending or reducing any time limit;
  - 14.2 amending or dispensing with any procedural steps set out in these Regulations;
  - 14.3 instructing that a transcript be made of the proceedings;
  - 14.4 ordering parties to attend a preliminary hearing;
  - 14.5 ordering a party to provide written submissions.
- The decision of the chairman of the Appeal Board shall be final.
- 15 The Appeal Board may adjourn a hearing for such period and upon such terms (including an order as to costs) as it considers appropriate.
- 16 The Appeal Board shall proceed in the absence of any party, unless it is satisfied that there are reasonable grounds for the failure of the party to attend, and shall do so in such manner as it considers appropriate.
- 17 The following procedures shall be followed at an appeal hearing unless the Appeal Board thinks it appropriate to amend them:
- 17.1 the appellant to address the appeal board, summarising its case;
  - 17.2 any new evidence to be presented by the appellant;
  - 17.3 the respondent to address the appeal board, summarising its case;
  - 17.4 any new evidence to be presented by the respondent;
  - 17.5 each party to be able to put questions to any witness giving new evidence;
  - 17.6 the Appeal Board may put questions to the parties and any witness giving new evidence at any stage;
  - 17.7 the respondent to make closing submissions;
  - 17.8 the appellant to make closing submissions.
- 18 The Appeal Board may, in the event of a party failing to comply with an order, requirement or instruction of the Appeal Board, take any action it considers appropriate, including an award of costs against the offending party.

## APPEAL BOARD DECISIONS

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### General

- 19 A decision, order, requirement or instruction of the Appeal Board shall (save where to be made under the Rules by the Chairman of the Appeal Board alone) be determined by a majority. Each member of the Appeal Board shall have one vote, save that the Chairman shall have a second and casting vote in the event of deadlock.
- 20 The Appeal Board shall notify the parties of its decision to the parties as soon as practicable in such a manner as it considers appropriate; and unless it directs otherwise, its decision shall come into effect immediately.

## DISCIPLINARY REGULATIONS

- 21 The Appeal Board shall have power to:
- 21.1 allow or dismiss the appeal;
  - 21.2 exercise any power which the body against whose decision the appeal was made could have exercised, whether the effect is to increase or decrease any penalty, award, order or sanction originally imposed;
  - 21.3 remit the matter for re-hearing;
  - 21.4 order that any appeal fee be forfeited or returned as it considers appropriate;
  - 21.5 make such further or other order as it considers appropriate, generally or for the purpose of giving effect to its decision.
  - 21.6 order that any costs, or part thereof, incurred by the Appeal Board be paid by either party or be shared by both parties in a manner determined by the Appeal Board.
- 22 Decisions of the Appeal Board shall be final and binding and there shall be no right of further challenge, except in relation to appeals:
- 22.1 to CAS brought by FIFA or WADA pursuant to the Anti-Doping Regulations; or
  - 22.2 concerning the amount of costs any party is ordered to pay by the Appeal Board (which is considered in paragraph 24 below).

### Other Costs

- 23 Any costs incurred in bringing, or responding to, an appeal shall normally be borne by the party incurring the costs. In exceptional circumstances the Appeal Board may order one party to pay some or all of the other party's costs. Such costs will not include any legal costs. Any applications for such costs must be made at the Appeal Board and must include details of the exceptional circumstances.
- 24 An appeal against only the quantum of costs ordered to be paid shall be heard and determined by a single person appointed by Sport Resolutions (UK) (or a similar independent body as determined by The Association from time to time). That person shall decide all matters of procedure for how such an appeal will be conducted.

### Written Decision and Written Reasons

- 25 As soon as practicable after the hearing, the Appeal Board shall publish a written statement of its decision, which shall state:
- 25.1 the names of the parties, the decision(s) appealed against and the grounds of appeal;
  - 25.2 whether or not the appeal is allowed; and
  - 25.3 the order(s) of the Appeal Board.
- 26 The Appeal Board shall, upon the request of the appellant or the respondent (such request to be received at The Association within three days of the date of the notification of the decision), give written reasons for the decision.

### APPEALS FROM DECISIONS OF LEAGUES: BOND APPLICATIONS

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- 27 The provisions relating to bond applications at paragraphs 28 to 37 shall only apply where an appellant is appealing a decision of a League (save for decisions of the Premier League or the EFL).
- 28 Within seven days of lodging the Notice of Appeal, the League (as respondent) may make an application for the Appeal Board to require a bond to be lodged by the appellant before the appeal may progress.
- 29 Whilst such a bond application is being processed, no Response to the Notice of Appeal will be due from the Respondent in accordance with paragraph 8 above.

## DISCIPLINARY REGULATIONS

- 30** Any bond application must be copied to the appellant, and must:
- 30.1** state the grounds for the application; and
  - 30.2** state the amount applied for.
- 31** The appellant may provide a response to the bond application within seven days of its submission.
- 32** Whether or not the appellant has provided any response to it, the Appeal Board shall consider the bond application as soon as practicable after the seventh day following its submission. The Appeal Board may, in its discretion, consider the bond application on papers alone, or require the parties to attend a personal hearing. Any such personal hearing shall be conducted according to such timings and procedure as the Appeal Board may determine at its discretion.
- 33** The test to be applied by the Appeal Board is whether it is satisfied that there is a real risk that the appellant will not pursue the appeal to a final determination by the Appeal Board. Where it is so satisfied, the Appeal Board may order the appellant to lodge a bond with The Association on such date and in such amount as it considers appropriate. The Appeal Board's decision in this respect shall be final and binding with no further right of appeal. For the avoidance of doubt, consideration of a bond may only be given by an Appeal Board following submission of an application by a respondent in accordance with paragraph 28.
- 34** Where an Appeal Board orders a bond to be lodged with The Association, the Appeal may not proceed until the bond is duly lodged. In any such appeal, notwithstanding the terms of paragraph 8 above, the respondent shall serve its response to the Notice of Appeal within 14 days from the date that the bond is lodged with The Association.
- 35** Where an Appeal Board decides not to order a bond to be lodged with The Association, notwithstanding the terms of paragraph 8 above, the respondent shall serve its response to the Notice of Appeal within 14 days from the date of the Appeal Board's decision.
- 36** Any bond lodged with The Association pursuant to paragraph 33 above will be held by The Association until the final determination of the appeal by an Appeal Board. Following such final determination, the bond shall in all cases be returned to the appellant in full.
- 37** Notwithstanding the terms of paragraph 23 below, in any case where a bond has been lodged with The Association, and the appeal is not pursued by the appellant to a final determination by the Appeal Board, the Appeal Board shall have a discretion to order the forfeiture of any part or all of the bond, such amount to be paid in full to the respondent to cover any costs it has so far incurred in responding to the appeal.



## D: ON-FIELD REGULATIONS

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### SCOPE

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- 1 Section One of these On-Field Regulations applies to Players associated with:
  - 1.1 **Category 1:** Clubs in the Premier League, EFL Leagues, the National League, The FA WSL and The FAWC playing First Team Competitive Matches;
  - 1.2 **Category 2:** Clubs in the Premier League, EFL Leagues, the National League playing Non-First Team Competitive Matches in male open aged teams, Under 19s, Under 18s and Academy teams; and
  - 1.3 **Category 3:** a team competing in the National League (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League playing Matches in any League, League cup competition, the FA Challenge Cup and the FA Trophy.
- 2 Section Two of these On-Field Regulations applies to Players associated with:
  - 2.1 **Category 4:** Clubs in the Premier League, EFL Leagues, the National League, The FA WSL and The FAWC playing Friendly Matches.
- 3 Section Three of these On-Field Regulations applies to Players (and, where stated, other Participants) associated with:
  - 3.1 **Category 5:**
    - a) a team competing in all divisions of Leagues at Steps 5 to 7 of the National League System playing Matches in any Competition;
    - b) a team competing outside the National League System playing in Saturday Football, Sunday Football, Midweek Football, Representative Football, Veterans Football, Further Education Football and Youth Football (as recognised by The Association from time to time); and
    - c) any affiliated team of a Club to which Categories 1 to 4 above do not apply playing Matches in any Competition.
- 4 Section Four of these On-Field Regulations applies to Technical Area Occupants associated with:
  - 4.1 Clubs in Category 1 playing First Team Competitive Matches; and
  - 4.2 Clubs or teams in Category 3 and Category 5 (as set out above).

## DISCIPLINARY REGULATIONS

### SECTION ONE: PROVISIONS APPLICABLE TO CATEGORIES 1, 2 AND 3

#### CHARGES

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- 5 The Association may issue a Charge against a Player in relation to an incident whether or not the same incident has been dealt with by the Referee and/or pursuant to this Section One. In deciding whether or not to issue a Charge, The Association will have particular (but not exclusive) regard to the following:
- 5.1 any applicable Law(s) of the Game or Rules and Regulations or FIFA instructions and/or guidelines;
  - 5.2 the nature of the incident, and in particular any intent, recklessness, negligence or other state of mind of the Player;
  - 5.3 where applicable, the level of force used;
  - 5.4 any injury to any Participant caused by the incident;
  - 5.5 any other impact on the Match in which the incident occurred;
  - 5.6 the prevalence of the type of incident in question in football generally;
  - 5.7 the wider interests of football in applying consistent sanctions.
- 6 A Regulatory Commission considering a Charge pursuant to paragraph 5 above shall have regard to any standard punishment imposed pursuant to paragraphs 23 to 32 below for the same incident when considering any penalty in accordance with paragraph 40 of Part A: General Provisions Section Two.
- 7 The Association may issue a Charge against a Club at any time during the playing season in relation to cautionable or sending-off offences committed by Players of the Club.

#### MATCH OFFICIALS' REPORTING OF OFFENCES TO THE ASSOCIATION

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- 8 Where a Referee fails to show a Player the appropriate card when communicating a caution or a sending-off, the relevant disciplinary action shall not be invalidated. However, the attention of the Referee should be drawn to the correct procedure.
- 9 Referees must submit a report to The Association following a Match stating the cautionable and/or sending-off offences. In the case of sending-off offences, the Assistant Referees must also submit a report.
- 10 The deadline for the submission of report(s) to The Association under paragraph 9 is:
- 10.1 for Matches falling within Category 1, 12 noon the day following the Match; or
  - 10.2 for Matches falling within Categories 2 and 3, within two days of the Match (excluding Sundays).

#### NOTIFICATION OF CAUTIONABLE AND SENDING-OFF OFFENCES

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- 11 A Player who has been cautioned or sent off in a Match will be notified by The Association, through their Club, of:
- 11.1 the cautionable and/or sending-off offence reported by the Referee to The Association;
  - 11.2 in the case of a cautionable offence, the total number of cautions accumulated by the Player under this Section One during the current playing season; and
  - 11.3 any automatic suspension, fine or other consequences resulting from an accumulation of cautions or the sending-off offence pursuant to paragraphs 23 to 32 below. Any automatic suspension will take effect regardless as to whether the notification is received by the Club from The Association before it is due to take effect in accordance with this Section One.

## DISCIPLINARY REGULATIONS

- 12 An administration fee of £10.00 will be charged to the Player through their Club for the cost of processing each notification made in accordance with paragraph 11. It is the responsibility of the Club to collect the administration fee from the Player and forward it to The Association upon request.

### MISTAKEN IDENTITY (CAUTIONABLE AND SENDING-OFF OFFENCES)

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- 13 Where a Player has been cautioned or sent off in a Match but claims they have been the victim of mistaken identity, that Player or their Club may make a claim of mistaken identity in relation to that cautionable or sending-off offence in accordance with the procedure set out in Fast Track 3 of the Fast Track Regulations.
- 14 Where, despite there being clear evidence that there is a case of mistaken identity, a Player or their Club does not submit a claim within the specified time limits, The Association may within seven days of the incident request a Regulatory Commission to review the matter. A Club failing to submit a claim for mistaken identity may be charged with Misconduct by The Association if there is evidence that the Club sought to gain an advantage by remaining silent on the matter.

### WRONGFUL DISMISSAL (SENDING-OFF OFFENCES)

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- 15 Where a Player has been sent off in a Match but claims that the dismissal was wrongful, that Player and their Club may seek to limit the disciplinary consequences of that dismissal by making a claim of wrongful dismissal in accordance with the procedure set out in Fast Track 4 of the Fast Track Regulations. In order to demonstrate that the decision was wrongful, the Player / their Club must establish that the Referee made an obvious error in sending off the Player.
- 16 A Player and their Club may make a claim of wrongful dismissal for any sending-off offence under the provisions of Law 12 of the Laws of the Game, save for where the Player is sent off for a receiving a second caution in the same Match.
- 17 Notwithstanding the outcome of the claim of wrongful dismissal, the relevant sending-off offence will remain on the record of the Club and the Player.
- 18 Where a Player or their Club:
- 18.1 submits a notification of their intention to claim wrongful dismissal in accordance with the provisions of Fast Track 4 of the Fast Track Regulations but fails to complete the claim; or
  - 18.2 withdraws a complete claim prior to it being considered by a Regulatory Commission,
- and, in either case, The Association believes that the notification or claim of wrongful dismissal had no prospect of success or amounted to an abuse of process, the Participant may be charged with Misconduct by The Association.

### CLEARLY EXCESSIVE OR CLEARLY INSUFFICIENT CLAIMS (SENDING-OFF OFFENCES)

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- 19 In truly exceptional circumstances:
- 19.1 a Player and their Club may seek to limit the disciplinary consequences of a sending-off offence by making a claim that the standard punishment would be clearly excessive in accordance with the procedure set out in Fast Track 5 of the Fast Track Regulations. In bringing such a claim, the Player / their Club must establish that the circumstances of the particular sending-off offence were truly exceptional, such that the standard punishment otherwise applicable to that sending-off offence would be clearly excessive. Such claims may only be made by a Player and their Club for the following sending-off offences: (a) using offensive, insulting or abusive language and/or gestures; (b) serious foul play; (c) violent conduct; or (d) spitting at an opponent or any other person.

## DISCIPLINARY REGULATIONS

- 19.2 The Association may seek to increase the disciplinary consequences of a sending-off offence by making a claim that the standard punishment is clearly insufficient in accordance with the procedure set out in Fast Track 6 of the Fast Track Regulations. The Association may bring such a claim where it is satisfied that the standard punishment otherwise applicable to that sending-off offence would be clearly insufficient. Such claims may only be made by The Association for the following sending-off offences: (a) serious foul play; (b) violent conduct; or (c) spitting at an opponent or any other person.
- 20 The ability to claim under paragraphs 19.1 and 19.2 above is provided only so exceptional cases may be rectified. It is not intended to lead to the systematic, regular review of standard punishments. Regulatory Commissions will be instructed to approach such cases with these principles in mind and it is envisaged that, for the vast majority of sending-off offences, the standard punishments applicable pursuant to paragraph 27 below will be appropriate and will be applied.
- 21 Notwithstanding the outcome of a claim made pursuant to paragraph 19.1 or paragraph 19.2 above:
- 21.1 the Player will be suspended for at least one Match, save where a successful claim for wrongful dismissal is made pursuant to paragraph 15 above; and
- 21.2 the sending-off offence:
- 21.2.1 will remain on the record of the Club and the Player;
- 21.2.2 will remain the subject of the administration fee set out in paragraph 12 above; and
- 21.2.3 will still accrue the applicable number of penalty points as set out in paragraph 62 below.
- 22 Where a Participant:
- 22.1 submits a notification of their intention to make a claim that the standard punishment is clearly excessive in accordance with the provisions of Fast Track 5 of the Fast Track Regulations but fails to complete the claim; or
- 22.2 withdraws a complete claim prior to it being considered by a Regulatory Commission,
- and, in either case, The Association believes that the notification or claim had no prospect of success or amounted to an abuse of process, the Participant may be charged with Misconduct by The Association.

## STANDARD PUNISHMENTS

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### Accumulation of Cautions

- 23 The accumulation of a set number of cautions by a Player in certain Competitions during a playing season will, subject to any applicable cut-off points, result in that Player receiving an automatic suspension and/or fine.
- 24 The relevant number of cautions, automatic suspensions and/or fines, the applicable cut-off points and the Competition(s) in which the automatic suspensions are to be served are as set out in:
- 24.1 **Category 1:** Table 1;
- 24.2 **Category 2:** Table 3; and
- 24.3 **Category 3:** Table 5.
- 25 Unless otherwise stated, such automatic suspensions shall only be served in the Competition in which the cautions were accumulated.
- 26 Where a Player accumulates 20 cautions in certain Competitions (as set out in Tables 1, 3 and 5) during a playing season, that Player shall be required to attend a Regulatory Commission within seven days of the date of the last caution. The Regulatory Commission shall have the power to deal with the Player in such manner as it deems fit. The same procedure will apply for every further five cautions received by that Player.

## DISCIPLINARY REGULATIONS

### Sending-Off Offences

- 27 The commission of a sending-off offence by a Player will result in that Player receiving an automatic suspension and/or fine.
- 28 The relevant automatic suspensions and/or fines arising from a sending-off offence by a Player and the Competition(s) in which the automatic suspensions are to be served are as set out in:
- 28.1 **Category 1:** Table 2;
  - 28.2 **Category 2:** Table 4; and
  - 28.3 **Category 3:** Table 6.

### Additional Sending-Off Offences

- 29 **Category 1:** subject to paragraph 30 below, a Player who, in the same playing season, has previously been sent off in a Match falling within Category 1 (or suspended by a Regulatory Commission under Fast Track 1 of the Fast Track Regulations in relation to a Match falling within Category 1) will be automatically suspended for one extra Match for each such previous sending-off offence or suspension, in addition to the automatic suspension applicable to the latest sending-off offence.

For the purposes of this paragraph 29, a sending-off offence committed by a Player in a Match falling within Category 2 will only be taken into account where it was for a) violent conduct, b) serious foul play or c) spitting at any opponent or any other person.

- 30 **EFL Trophy only:** a Player who, in the same playing season, has previously been sent off in an EFL Trophy Match (or suspended by a Regulatory Commission under Fast Track 1 of the Fast Track Regulations in relation to an EFL Trophy Match) will be automatically suspended for one extra EFL Trophy Match for each such previous sending-off offence or suspension, in addition to the automatic suspension applicable to the latest sending-off offence.
- 31 **Category 2:** a Player who, in the same playing season, has previously been sent off in a Match falling within Categories 1 or 2 will be automatically suspended for one extra Match falling within Category 2 for each such previous sending-off offence, in addition to the automatic suspension applicable to the latest sending-off offence.

For the purposes of this paragraph 31, a sending-off offence committed by a Player in a Match falling within Category 1 (or a suspension under Fast Track 1 of the Fast Track Regulations) will only be taken into account where it was for a) violent conduct, b) serious foul play or c) spitting at any opponent or any other person.

- 32 **Category 3:** a Player who, in the same playing season, has previously been sent off in a Match falling within Category 3 will be automatically suspended for one extra Match falling within Category 3 for each such previous sending-off offence, in addition to the automatic suspension applicable to the latest sending-off offence.

### Commencement of Suspension

- 33 **Categories 1 and 2:** a period of suspension arising from an accumulation of cautions or a sending-off offence by a Player associated with a Club in Categories 1 and 2 will commence forthwith, save for where a Player / their Club have brought a claim under paragraph 13 in relation to a cautionable or sending-off offence or paragraph 15 above in relation to a sending-off offence.
- 34 **Category 3:** a period of suspension arising from an accumulation of cautions or a sending-off offence by a Player of a team in Category 3 will commence on the seventh day following either the date of the last offence (in relation to an accumulation of cautions) or the date of the relevant offence (in relation to sending-off offences), save for where a Player / their Club have brought a claim under paragraph 13 in relation to a cautionable or sending-off offence or paragraph 15 in relation to a sending-off offence.

## DISCIPLINARY REGULATIONS

### Scope of Suspension

- 35** **Category 1:** a period of suspension applicable to a Player associated with a Club in Category 1 will, where the period of suspension arises from either an accumulation of cautions or a sending-off offence apply only to the relevant number and type of First Team Competitive Matches as set out in Tables 1 or 2.
- 36** **Category 2:** a period of suspension applicable to a Player associated with a Club in Category 2 will, where the period of suspension arises from either an accumulation of cautions or a sending-off offence, apply to the relevant number of Non-First Team Competitive Matches (as set out in Tables 3 and 4) played during the period between the opening date in the League in which their Club's first team participates to the final Match of any Competition in which their Club is participating during that playing season.
- Any dispute in relation to this paragraph 36 above shall only be dealt with by a Regulatory Commission on written submissions. Such written submissions must be received by The Association within three days of the suspension notice being received by the Player's Club.
- 37** **Category 3:** a period of suspension applicable to a Player associated with a team in Category 3 will:
- 37.1** only constitute a suspension from playing Saturday Football for teams competing at Steps 2-4 of the National League System, save for a period of suspension arising from sending-off offences for serious foul play, violent conduct or spitting which will constitute a suspension from Saturday Football of any kind during the relevant period;
  - 37.2** where the period of suspension arises from a sending-off offence, encompass a suspension from Friendly Matches during the relevant period (Friendly Matches will not however count towards the service of such a suspension); and
  - 37.3** where a suspension is as a result of a Charge, also constitute a suspension from playing any Match falling within Category 5.
- 38** In exceptional cases, a Player may make a claim to The Association that a suspension is disproportionately harsh, due to the period of time required to serve the suspension. In such circumstances, The Association may at its absolute discretion amend the suspension to a Football Category-specific suspension.

### Re-arranged Matches

- 39** A Regulatory Commission may determine that a Match shall not count towards the service of a suspension if it is satisfied that the Match has been arranged by the Club with a view to enabling a Player to complete their suspension so that the Player may be eligible to play in a particular Match.

### Collection of Fines

- 40** The Player's Club is responsible for collecting from the Player any fine payable pursuant to paragraph 23 and/or 27 above and forwarding the amount to The Association upon request.

### Imposition of Fines by a Club under a Player's Employment Contract

- 41** Clubs may impose a fine on Players for cautionable and sending-off offences under their employment contract (where applicable). If a Club chooses to impose such a fine it must, without delay, notify The Association of the details of the fine.
- 42** Clubs in Categories 1 and 2 are required to submit a nil return for any offence under the guidelines on Club discipline issued from time to time by the Professional Football Negotiating Consultative Committee for which a Player was not fined.

## DISCIPLINARY REGULATIONS

### Outstanding Suspensions

- 43** Subject to paragraph 44 below, any period of suspension or part thereof arising from this Section One or as a result of a Charge which remains outstanding at the end of the playing season must be served at the commencement of the following playing season.
- 44** Any period of suspension or part thereof arising from an accumulation of cautions in relation to the FA Cup, EFL Cup, EFL Trophy or FA Trophy which remains outstanding at the end of the playing season will be repealed and need not be served at the commencement of the following playing season.
- 45** Any period of suspension arising from this Section One related to Category 2 which remains outstanding shall be served at the commencement of the relevant period outlined in paragraph 36 above in the following playing season.

### Transfer of Outstanding Suspensions

- 46** Where a Player, who is subject to an outstanding suspension arising from a sending-off offence in an EFL Trophy Match, either:
- 46.1** remains registered to the same Club, but that Club becomes ineligible for or does not enter the EFL Trophy; or
  - 46.2** moves to a different Club that is ineligible or does not enter the EFL Trophy;
- that period of suspension shall be transferred so that it may be served with reference to Matches other than those in the EFL Trophy (to which the suspension originally applied).

### Players Moving Between Clubs

- 47** Where a Player moves between Clubs at a time when that Player is subject to a suspension, the following shall apply:
- 47.1** until the Player moves, the suspension shall be served by reference to Matches completed by the Club from which that Player moves;
  - 47.2** where the Club that the Player moves to competes at the same level as the Club that the Player moves from, any remaining period of suspension at the time that the Player moves shall be served by reference to Matches completed by the Club to which that the Player moves;
  - 47.3** where the Club that the Player moves to competes at a different level as the Club that the Player moves from, any remaining period of suspension at the time that the Player moves shall continue to be served by reference to Matches completed by the Club that the Player moves from unless dispensation has been granted in writing by The Association for the suspension to be served with reference to Matches completed by the Club to which that Player moves.
- 48** For the purposes of paragraph 47, Clubs compete at three different levels. Each level is comprised as follows:
- 48.1** Premier League, EFL Leagues and the National League;
  - 48.2** The National League (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League;
  - 48.3** Steps 5 to 7 of the National League System, or any other League outside the National League System which operates a match-based disciplinary system.
- 49** Paragraph 47 applies to all moves by Players between Clubs which are completed and evidenced to the satisfaction of The Association, however they occur. This includes, but is not limited to, all transfers, loans and the expiration of loans, and Players whose registration is cancelled by the Club that the Player moves from, where that Player is subsequently registered by the Club to which that Player moves.

## DISCIPLINARY REGULATIONS

### DISCIPLINARY ACTION AGAINST CLUBS – MULTIPLE OFFENCES IN A SINGLE MATCH

- 50 The Association will take disciplinary action against a Club if six or more of the Club's Players are either cautioned or sent off in a Match falling within Category 1 or Category 3.
- 51 On the first occasion that this happens in a playing season, The Association may offer the Club a standard punishment as set out in the following table:

LEAGUE	FINE
Premier League	£25,000
EFL Championship	£5,000
EFL League One	£2,500
EFL League Two	£1,000
National League	£750
National League (North and South)	£500
Northern Premier League, Southern League and the Isthmian League	£250

- 52 For each successive occasion that this happens in the same playing season, the standard punishment offered will be a fine that is double and then treble (and so on) the amount set out in the table at paragraph 51 above.
- 53 A Club may either; a) accept The Association's offer of a standard punishment or; b) make written representations in mitigation before a Regulatory Commission. In the event the written representations in mitigation are rejected, the Regulatory Commission may consider whether or not the standard punishment should be increased.

### DISCIPLINARY ACTION AGAINST CLUBS – ACCUMULATION OF PENALTY POINTS BY A CLUB'S PLAYERS

#### General

- 54 For the purposes of paragraphs 55 to 71 below, in relation to Category 3, references to a Club's Players shall mean a reference to Players of a Club's team competing in Matches falling with Category 3.
- 55 The purpose of the penalty points system is to assess the disciplinary record of a Club's Players across two periods during a playing season:
- 55.1 penalty points period 1: the beginning of a playing season to 31 December (inclusive); and
- 55.2 penalty points period 2: the beginning of a playing season to the end of a playing season (inclusive).
- 56 The number of penalty points accumulated by a Club is calculated in accordance with paragraphs 60 to 64 below.
- 57 In determining whether to issue a Charge against a Club, The Association will (in accordance with paragraphs 65 and 67 below) compare the number of penalty points accumulated by a Club during each penalty point period against the number of penalty points accumulated by other Clubs competing in the same League during the same penalty points period.
- 58 A Club required to appear before a Regulatory Commission for matters related to an accumulation of penalty points must be represented by at least one of its Directors and its Manager.
- 59 A Club's disciplinary record will be subject to interim review as at 31 December annually. Any such record may be requested from the Club by The Association pursuant to Rule F2. Clubs may be ordered to attend a Regulatory Commission to discuss a disciplinary record that is deemed to be poor at that stage of the playing season.



## DISCIPLINARY REGULATIONS

### Calculating Penalty Points Totals

- 60** Each cautionable or sending-off offence committed by a Club's Players in each Match falling within Category 1 or Category 3 during a playing season will incur that Club a set number of penalty points in accordance with the table at paragraph 62 below.
- 61** Cautionable or sending-off offences committed by a Club's Players in Matches falling within Category 2 will not incur that Club any penalty points.
- 62** The number of penalty points incurred for a cautionable offence and each sending-off offence is as follows:

OFFENCE	PENALTY POINTS INCURRED
Any cautionable offence	4 penalty points
Denying the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball	10 penalty points
Denying a goal or an obvious goal-scoring opportunity to an opponent whose overall movement is towards the offender's goal by an offence punishable by a free kick	10 penalty points
Serious foul play	12 penalty points
Spitting at an opponent or any other person	12 penalty points
Violent conduct	12 penalty points
Using offensive, insulting or abusive language and/or gestures	12 penalty points
Receiving a second caution in the same Match	10 penalty points

- 63** In relation to teams in Category 3 only, Players of those teams charged with Misconduct for a breach of Rule E3 which is subsequently found proven will incur 12 penalty points.
- 64** Where any sending-off offence is subject to a successful claim for wrongful dismissal under paragraph 15 above, any penalty points that the sending-off offence would otherwise have incurred shall be disregarded for the purposes of calculating a Club's cumulative total of Penalty Points in accordance with paragraphs 60 and 63 above.

### Accumulation of Penalty Points and Sanctions

#### *Penalty Points Period 1*

- 65** A Club whose Players accumulate a total number of penalty points (as calculated in accordance with paragraphs 60 to 64 above) in Matches between the start of the playing season and 31 December (including any Match played on that day) which is 40% or more above the median number of penalty points per Match average in the same League, will be required to appear before a Regulatory Commission to explain the conduct of its Players.
- 66** The Regulatory Commission may order that a visit be made to the Club by representatives of The Association and/or PGMOL or other appropriate body, in order to discuss and/or offer advice on the Club's disciplinary record.

## DISCIPLINARY REGULATIONS

### *Penalty Points Period 2*

- 67** A Club whose Players accumulate a total number of penalty points (as calculated in accordance with paragraphs 60 to 64 above) in Matches during the whole playing season which is 40% or more above the median number of penalty points per Match average in the same League, will be required to appear before a Regulatory Commission to explain the conduct of its Players.
- 68** If the Regulatory Commission considers that the Club is not able to provide a reasonable explanation for such occurrence, the Club may be warned and/or ordered to pay a fine up to the relevant amount set out in the following table:

LEAGUE	FINE (MAXIMUM)
Premier League	£100,000
EFL Championship	£50,000
EFL League One	£25,000
EFL League Two	£12,500
National League	£6,000
National League (North and South)	£1,000
Northern Premier League, Southern League and the Isthmian League	£500

- 69** Where any Club's Players accumulate a total number of penalty points which is between 40% and 50% (inclusive) above the median number of penalty points per Match average in the same League, any fine will normally be suspended in whole or in part for a period of one playing season, unless the Regulatory Commission determines that this is not appropriate, in which case it will be imposed immediately.
- 70** Where any Club's Players accumulate a total number of penalty points which is more than 50% above the median number of penalty points per Match average in the same League, any fine will normally be imposed immediately, unless the Regulatory Commission determines that this is not appropriate, in which case it will be suspended in whole or in part for a period of one playing season.
- 71** In addition, the Regulatory Commission may order the Club to pay the cost of the hearing to The Association. Any action taken by the Club to discipline its Players under paragraph 41 above may be taken into consideration by the Regulatory Commission.

# DISCIPLINARY REGULATIONS

## SECTION TWO: PROVISIONS APPLICABLE TO CATEGORY 4

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### CHARGES

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- 1 The Association may issue a Charge against a Player in relation to an incident whether or not the same incident has been dealt with by the Referee and/or pursuant to this Section Two.
- 2 A Regulatory Commission considering a Charge pursuant to paragraph 1 above shall have regard to any standard punishment imposed pursuant to paragraphs 6 to 9 below for the same incident when considering any penalty in accordance with paragraph 40 of Part A: General Provisions Section Two.

### MATCH OFFICIALS' REPORTING OF OFFENCES TO THE ASSOCIATION

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- 3 Where a Referee fails to show a Player the appropriate card when communicating a caution or a sending-off, the relevant disciplinary action shall not be invalidated. However, the attention of the Referee should be drawn to the correct procedure.
- 4 Referees must submit a report to The Association following a Match stating the cautionable and/or sending-off offences. In the case of sending-off offences, the Assistant Referees must also submit a report to The Association.
- 5 The deadline for the submission of report(s) to The Association under paragraph 4 above is within two days of the Match (excluding Sundays).

### STANDARD PUNISHMENTS

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#### Cautionable Offences

- 6 The Association shall not impose any standard punishments in respect of cautionable offences.
- 7 Where standard punishments are imposed on Players in respect of cautionable offences with their agreement (for example, as part of tournament rules), any such standard punishment can only apply to Matches played by Clubs falling within Category 4, as determined by The Association.

#### Sending-Off Offences

- 8 The commission of a sending-off offence by a Player will result in that Player receiving an automatic suspension of one Match.
- 9 Such automatic suspension can only apply to Matches played by Clubs falling within Category 4, as determined by The Association.

## DISCIPLINARY REGULATIONS

### SECTION THREE: PROVISIONS APPLICABLE TO CATEGORY 5

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#### GENERAL

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- 1 Each Affiliated Association must set out in its rules or regulations a copy of this Section Three, which is to be followed where a Participant of a Club in Category 5 commits an alleged act of Misconduct and where a Player commits a cautionable or sending-off offence in a Match.
- 2 Nothing in this Section Three shall preclude:
  - 2.1 an Affiliated Association delegating to The Association or to another Affiliated Association its powers and duties to investigate and/or adjudicate in cases where it may be advantageous so to do; or
  - 2.2 the exercise by The Association of its powers pursuant to Rule G1.
- 3 All written communications from a Player to the Affiliated Association Secretary must be sent by the secretary of the Player's Club unless the Player is no longer registered with that Club (in which case written communications must be sent by the Player or the secretary of the Club to which that Player has moved).
- 4 Where a Club receives a notification pursuant to this Section Three, it is the duty of the Club Secretary and the Player, by the deadline stated on any notification, to ensure that either (a) the Affiliated Association Secretary receives the completed player reply form or (b) ensure that a response has been provided via the electronic system operated by The Association from time to time with such information that includes:
  - 4.1 the full name and address of the Player;
  - 4.2 the Player's date of birth (and other personal identification data requested);
  - 4.3 the name of each Club for which the Player is currently registered or was registered in the previous two playing seasons;
  - 4.4 the signature of the Player concerned (where applicable); and
  - 4.5 the names of any school, college or other educational establishment currently attended by the Player.

Where the Player is not available to sign the player reply form, the Club should complete and return it indicating the reason for the non-completion together with the administration fee and confirmation as to whether or not the Player has been made aware of the contents. Where the Club provides a response via the electronic system operated by The Association from time to time, in doing so the Club Secretary acknowledges that the Player has been made aware of the contents. Any suspension order resulting from failure to comply with this paragraph 4 shall be on the Club and the individual Player, subject to paragraph 108 below.
- 5 Clubs may participate in a pilot programme as set out by Council and will be required to abide by the regulations and terms of that programme.
- 6 Payment of any fine or costs in respect of disciplinary matters must be paid in accordance with the terms set out by the Affiliated Association.
- 7 Any period of suspension under this Section Three shall apply only to football at Step 5 and below of the National League System and for Clubs operating outside of the National League System, unless approval has been granted by The Association for such suspension to be extended across all levels of football.

## DISCIPLINARY REGULATIONS

### CHARGES

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- 8** An administration fee of £15.00 will be charged to the Player through their Club for the cost of processing each Charge.
- 9** References to cautionable offences in this Section Three shall include those punished by a temporary dismissal.
- 10** An Affiliated Association may issue a Charge against a Player in relation to an incident whether or not the same incident has been dealt with by the Referee and/or pursuant to this Section Three. In deciding whether or not to issue a Charge, an Affiliated Association will have particular (but not exclusive) regard to the following:
- 10.1** any applicable Law(s) of the Game or rules and regulations or FIFA instructions and/or guidelines;
  - 10.2** the nature of the incident, and in particular any intent, recklessness, negligence or other state of mind of the Player;
  - 10.3** where applicable, the level of force used;
  - 10.4** any injury to any Participant caused by the incident;
  - 10.5** any other impact on the Match in which the incident occurred;
  - 10.6** the prevalence of the type of incident in question in football generally;
  - 10.7** the wider interests of football in applying consistent sanctions.
- 11** A Disciplinary Commission considering a Charge pursuant to paragraph 10 above shall have regard to any automatic suspension or sanction imposed pursuant to paragraphs 51 and 56 for the same incident when considering any sanction.

### MATCH OFFICIALS' REPORTING OF OFFENCES TO AFFILIATED ASSOCIATIONS

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- 12** Where a Referee fails to show a Player the appropriate card when communicating a caution or a sending-off, the relevant disciplinary action shall not be invalidated. However, the attention of the Referee should be drawn to the correct procedure.
- 13** Referees must submit a report to the relevant Affiliated Association within two days of the Match (excluding Sundays) stating the cautionable, sending-off offences and/or extraordinary incidents. In the case of sending-off offences and extraordinary incidents, the Assistant Referees may also submit a report.
- 14** Reports related to Players participating in Matches in County Representative and FA County Youth Cup football must be sent to the Affiliated Association of the Club of the offending Player. A copy of each such report must also be provided to The Association.
- 15** An Affiliated Association may reserve the right not to process a caution if the report is deemed to be invalid for any reason.

### NOTIFICATION OF CAUTIONABLE AND SENDING-OFF OFFENCES

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- 16** A Player who has been cautioned or sent off in a Match will be notified by the relevant Affiliated Association, through their Club, of:
- 16.1** the cautionable and/or sending-off offence reported by the Referee to the Affiliated Association;
  - 16.2** in the case of a cautionable offence, the total number of cautions accumulated by the Player under this Section Three during the current playing season; and

## DISCIPLINARY REGULATIONS

- 16.3 any automatic suspension, fine or other consequences resulting from an accumulation of cautions, sending-off offence and/or multiple temporary dismissals pursuant to paragraphs 51 and 56 below. Any automatic suspension will take effect regardless as to whether the notification is received by the Club from The Association before it is due to take effect in accordance with this Section Three.
- 17 Save for single cautionable offences also punished by a temporary dismissal, an administration fee will be charged to the Player through their Club for the cost of processing each notification made in accordance with paragraph 16 above. The applicable administration fee is £10.00 for each notification of a cautionable offence and £15.00 for each notification of a sending-off offence. It is the responsibility of the Club to collect the administration fee from the Player and forward it to the Affiliated Association upon request.

### MISTAKEN IDENTITY (CAUTIONABLE OR SENDING-OFF OFFENCES)

- 18 Where a Player has been cautioned or sent off in a Match but claims they have been the victim of mistaken identity, that Player or their Club may make a claim of mistaken identity in relation to that cautionable or sending-off offence in accordance with the procedure set out at paragraphs 19 to 20 below.

#### Making a Claim of Mistaken Identity

- 19 To make a claim of mistaken identity, the Players concerned and their Club must submit to the Affiliated Association:
- 19.1 written particulars upon which the claim is founded (which must include identifying specifically the name of the Player responsible for the relevant offence);
- 19.2 any evidence in support of the claim; and
- 19.3 the relevant fee as set out in paragraph 36.
- 20 The relevant timings for a Player or their Club to make a claim of mistaken identity are as follows:

	TIMINGS	GENERAL GUIDE*
Claim / Evidence	5pm on the third Business Day following the incident	Wednesday
Disciplinary Commission	To be determined prior to the suspension being served.	Friday
* based on a Match taking place on Saturday or Sunday		

#### Disciplinary Commission Procedure

- 21 If the Affiliated Association is satisfied that the claim of mistaken identity warrants further investigation, a Disciplinary Commission shall be convened and will meet before any automatic suspension is due to take effect.
- 22 The Disciplinary Commission shall determine the matter on video and/or written evidence only, and parties shall not be present or represented in person. For the avoidance of doubt, none of the Match Officials nor the Club or Player are entitled to be present or represented in person at the Disciplinary Commission established for such purpose.
- 23 If the appointed Disciplinary Commission is satisfied that the claim of mistaken identity has been proven, the record of the offence will be transferred to the appropriate offender, who will be subject to any applicable disciplinary consequences in accordance with this Section Three.

## DISCIPLINARY REGULATIONS

### WRONGFUL DISMISSAL (SENDING-OFF OFFENCES)

#### General

- 24 Where a Player has been sent off in a Match but claims that the dismissal was wrongful, that Player and their Club may seek to limit the disciplinary consequences of that dismissal by making a claim of wrongful dismissal in accordance with the procedure set out in paragraphs 26 to 28 below. In order to demonstrate that the decision was wrongful, the Player and/or their Club must establish that the Referee made an obvious error in dismissing the Player.
- 25 A Player and their Club may make a claim of wrongful dismissal for any sending-off offence under the provisions of Law 12 of the Laws of the Game, save for where the Player is sent off for a) receiving a second caution in the same Match or b) using offensive, insulting or abusive language and/or gestures.

#### Making a Claim of Wrongful Dismissal

- 26 Where a Player and their Club intend to make a claim of wrongful dismissal, they must notify the Affiliated Association that they intend to make such a claim. Notification can be provided to the Affiliated Association by fax or email. If confirmation is provided via email it should be sent to discipline@[insert name of county]fa.com – for example discipline@kentfa.com.
- 27 To make a claim of wrongful dismissal, the Player and their Club must submit to the Affiliated Association:
- 27.1 written particulars upon which the claim is founded;
  - 27.2 any evidence in support of the claim (this must include video footage showing the incident if available); and
  - 27.3 the relevant fee as set out in paragraph 36.
- 28 The relevant timings for a Player and their Club to make a claim of wrongful dismissal are as follows:

	TIMINGS	GENERAL GUIDE*
Notification of Intention to Submit a Claim	5pm on the second Business Day following the incident	Tuesday
Claim / Evidence	5pm on the fourth Business Day following the incident	Thursday
Disciplinary Commission	To be determined prior to the suspension being served.	Friday
* based on a Match taking place on Saturday or Sunday		

- 29 Upon receipt of a claim of wrongful dismissal by the Affiliated Association, it will determine whether the claim is capable of acceptance by determining whether the claim complies with the requirements set out at paragraph 27 above and the timings set out at paragraph 28 above.
- 30 Claims of wrongful dismissal accepted by the Affiliated Association will be placed before a Disciplinary Commission for consideration as soon as possible but no later than the date upon which an automatic suspension is due to take effect.

#### Disciplinary Commission Procedure

- 31 The Disciplinary Commission shall determine the matter on video and/or written evidence only, and parties shall not be present or represented in person. For the avoidance of doubt, none of the Match Officials nor the Club or Player are entitled to be present or represented in person at the Disciplinary Commission established for such purpose.

## DISCIPLINARY REGULATIONS

- 32 After considering the evidence, the Disciplinary Commission will decide whether the claim of wrongful dismissal is rejected or is successful. A claim will only be successful where the Disciplinary Commission is satisfied that the Referee made an obvious error in dismissing the Player.
- 33 If the claim of wrongful dismissal is successful, the automatic suspension will be withdrawn the fee is returned to the Player and their Club. If the claim is unsuccessful, the fee is not returned to the Player and their Club.
- 34 Where the standard punishment is withdrawn, the sending-off offence shall not be counted for the purposes of paragraph 58 below.
- 35 Notwithstanding the outcome of a claim of wrongful dismissal, the relevant sending-off offence will remain on the record of the Club and the Player.

### FEE FOR CLAIMS OF MISTAKEN IDENTITY OR WRONGFUL DISMISSAL

- 36 The following fees apply in respect of claims of mistaken identity or wrongful dismissal proceeding under this Section Three:

LEVEL OF CLUB	FEE
Steps 5-7 of the National League System	£50
Outside of the National League System	£30

### CLEARLY INSUFFICIENT CLAIMS (SENDING-OFF OFFENCES)

#### General

- 37 In truly exceptional circumstances, an Affiliated Association may seek to increase the disciplinary consequences of a sending-off offence by making a claim that the standard punishment is clearly insufficient. An Affiliated Association may bring such a claim where it is satisfied that the standard punishment otherwise applicable to the sending-off offence would be clearly insufficient. Such claims may only be made by an Affiliated Association for the following sending-off offences: (a) serious foul play; (b) violent conduct; or (c) spitting at an opponent or any other person.
- 38 The ability for an Affiliated Association to bring a claim under paragraph 37 above is provided only so exceptional cases may be rectified. It is not intended to lead to the systematic, regular review of standard punishments. Disciplinary Commissions will be instructed to approach such cases with these principles in mind and it is envisaged that, for the vast majority of sending-off offences, the standard punishments applicable pursuant to paragraph 57 below will be appropriate and will be applied.
- 39 Where an Affiliated Association brings such a claim:
- 39.1 a Referee's report showing that a Player was sent off for a) serious foul play; (b) violent conduct; or (c) spitting at an opponent or any other person shall be conclusive evidence that the Player committed the relevant sending-off offence under Law 12 of the Laws of the Game and shall not be subject to challenge, save for where a sending-off is subject to a claim for wrongful dismissal pursuant to paragraph 24 above; and
- 39.2 the Player will be provided notice of the claim together with any evidence in support of the claim and will be invited to submit a written reply to the claim together with any evidence and submissions in support of that reply.



## DISCIPLINARY REGULATIONS

- 40 A Disciplinary Commission that considers a claim of wrongful dismissal is concerned with only the question of whether any sanction of a suspension from play is one which should be imposed in view of the facts of the case. This role is not to usurp the role of the Referee.
- 41 Notwithstanding the outcome of a claim made by an Affiliated Association pursuant to paragraph 37 above:
- 41.1 the Player will be suspended for at least one Match, save where a successful claim for wrongful dismissal is made pursuant to paragraph 24 above; and
  - 41.2 the sending-off offence:
    - 41.2.1 will remain on the record of the Club and the Player;
    - 41.2.2 will remain the subject of the administration fee set out in paragraph 17 above; and
    - 41.2.3 will still accrue the applicable number of penalty points as set out in paragraph 90 below.

### Disciplinary Commission

- 42 A claim made by an Affiliated Association pursuant to paragraph 37 above will be determined by a Disciplinary Commission on the basis of video and/or written evidence only, and parties shall not be present or represented in person. For the avoidance of doubt, none of the Match Officials nor the Club or Player are entitled to be present or represented in person at the Disciplinary Commission established for such purpose.
- 43 Claims pursuant to paragraph 37 above will be placed before a Disciplinary Commission for consideration prior to the commencement of the automatic suspension (if possible) but in any event no later than the date upon which an automatic suspension is completed.
- 44 A Disciplinary Commission will be convened to decide the matter on any relevant video and written evidence submitted.
- 45 The following procedures will be used at a Disciplinary Commission unless the Disciplinary Commission thinks it appropriate to amend them:
- 45.1 the Disciplinary Commission Secretary will produce:
    - 45.1.1 the Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action;
    - 45.1.2 any video and written evidence provided in support of the claim.
    - 45.1.3 the written reply and all evidence and submissions provided by the Player in response to the claim.
  - 45.2 after considering the evidence, the Disciplinary Commission will decide whether the claim should be successful or rejected.
  - 45.3 The claim will only be successful where the Affiliated Association satisfies the Disciplinary Commission so that it is sure that:
    - 45.3.1 the circumstances of the sending-off offence under review are truly exceptional, such that the standard punishment should not be applied; and
    - 45.3.2 the standard punishment would be clearly insufficient.
  - 45.4 in considering the matters at paragraph 45.3, the Disciplinary Commission shall have regard to those factors set out at paragraphs 10.1 to 10.7 above.
  - 45.5 in the event the claim is rejected, the Player shall serve the standard punishment.
  - 45.6 in the event the claim is successful, the Disciplinary Commission will then decide on the additional punishment to be applied to the Player in respect of the sending-off offence. In deciding on such punishment, the Disciplinary Commission shall have regard to the matters at paragraphs 10.1 to 10.7 above.

## DISCIPLINARY REGULATIONS

- 46 The decision will be subject to appeal only:
- 46.1 in the event that the additional suspension imposed (over and above the automatic suspension) is in excess of three Matches; and
  - 46.2 on the single ground that the additional suspension is excessive; and
  - 46.3 in respect of that part of the additional suspension in excess of the additional three Matches, not accounting for any additional Matches included in the penalty as a result of a Player having served a suspension earlier in the same playing season.
- For example, where a Player is suspended for 8 Matches following a sending-off for violent conduct, they may appeal only in respect of the two Matches in excess of the three automatic and three additional Match suspension.
- 47 Appeals shall proceed in accordance with Part C: Appeals - Non-Fast Track.

### STANDARD PUNISHMENTS

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#### Friendly Matches

##### *Cautionable Offences*

- 48 An Affiliated Association shall only impose standard punishments in respect of cautionable offences committed by Players during Friendly Matches where Participants have agreed, for example as part of tournament rules, that such punishments apply. Any such punishment may only apply to Friendly Matches.

#### Multiple Temporary Dismissals

- 49 Where a Player is the subject of more than one temporary dismissal during a Friendly Match, that Player will receive an automatic suspension of 1 Friendly Match and a fine of £25.00.

##### *Sending-Off Offences*

- 50 The commission of a sending-off offence by a Player in a Friendly Match will result in that Player receiving an automatic suspension from Friendly Matches until such time as their Club has completed its next Friendly Match, as decided by the relevant Affiliated Association.

#### Competitive Matches

##### *Accumulation of Cautions*

- 51 The accumulation of a set number of cautions by a Player in the same Football Category or Competition during a playing season will, subject to any applicable cut-off points, result in that Player receiving an automatic suspension and/or fine.
- 52 The relevant automatic suspensions and/or fines, the applicable cut-off points and the Football Categories or Competition in which the automatic suspensions are to be served are as set out in Table 7. Unless otherwise stated, such automatic suspensions shall only be served in the Football Category or Competition in which the cautions were accumulated.
- 53 Where a Player accumulates 20 cautions in the same Football Category (as set out in Table 7) during a playing season, that Player shall be required to attend a Disciplinary Commission within seven days of the date of the last caution. The Disciplinary Commission shall have the power to deal with the Player in such manner as it deems fit. The same procedure will apply for every further five cautions received by that Player during the same playing season.
- 54 For the avoidance of doubt, the accumulation of cautions by a Player in relation to Matches in the same Football Category shall include those that are punished by a temporary dismissal.

## DISCIPLINARY REGULATIONS

- 55 Where a Player is the subject of more than one temporary dismissal during a Match in a Football Category, that Player will receive a fine of £25.00 and an automatic suspension of 1 Match to be served in the same Football Category in which the temporary dismissals were incurred.

### **Sending-Off Offences**

- 56 The commission of a sending-off offence by a Player will result in that Player receiving an automatic suspension and/or fine.
- 57 The relevant automatic suspensions and/or fines arising from a sending-off offence by a Player and the Football Category and Competition(s) in which the automatic suspensions are to be served are as set out in Table 8.

### **Additional Sending-Off Offences**

- 58 A Player who, in the same playing season, has previously been sent off in a Match, will be automatically suspended for one extra Match for each such previous sending-off offence in addition to the automatic suspension applicable to the latest sending-off offence as set out in Table 8.

### **Commencement of Suspension**

- 59 Any period of suspension arising from an accumulation of cautions, a sending-off offence or multiple temporary dismissals will commence on the seventh day following either the date of the last offence (in relation to an accumulation of cautions) or the date of the relevant offence(s) (in relation to multiple temporary dismissals and sending-off offences), irrespective of whether paperwork has been received from the relevant Affiliated Association.

### **Period of Suspension**

- 60 During a period of suspension, a Player will
- 60.1 be suspended from operating as a Match Official:
  - 60.2 will remain eligible to play in Matches in a Football Category (or Competition) other than that to which the suspension applies.
- 61 If the suspension is as a result of a Charge, during the whole period of suspension the Player is suspended from playing all football (including Friendly Matches). The Football Categories affected by this paragraph are Saturday, Sunday, Midweek, Veterans, Further Education and Representative Football. This will be deemed to be a suspension from playing only, unless specified otherwise by a Disciplinary Commission.
- 62 A period of suspension will be complete once the Player's team has completed the appropriate number of Matches in the Football Category or Competition in which the suspension must be served as set out in Tables 7 and 8. In respect of suspensions arising from County Association and League Representative Football, any such suspension will be from Representative Football only and not any other Football Category unless a Disciplinary Commission has specified that the suspension is to be from all football.
- 63 In exceptional cases, the Player may make a claim to the Affiliated Association that a suspension from all football is disproportionately harsh due to the period taken to serve the suspension. In such circumstances, The Association may at its absolute discretion amend the suspension so that it applies only to a single Football Category.
- 64 Where a Player has to serve more than one suspension at the same time the following criteria will apply:
- 64.1 any suspensions arising from this Section Three and due to commence on the same date will result in the total number of Matches involved running consecutively.
  - 64.2 any suspensions that overlap (i.e. where a suspension starts before the previous suspension ends) will also run consecutively.
  - 64.3 Matches cannot be used more than once to cover two or more suspensions.

## DISCIPLINARY REGULATIONS

### Payment to Players Under Suspension

- 65** During a Player's applicable period of suspension, Clubs must not pay a Player more than the basic wage payable under the Player's contract (where applicable).

### Outstanding Suspensions

- 66** Subject to paragraph 67 below, any period of suspension or part thereof arising from this Section Three or as a result of a Charge which remains outstanding at the end of playing season must be served at the commencement of the following playing season.
- 67** Any period of suspension or part thereof arising from an accumulation of cautions in relation to the FA Cup or FA Vase which remains outstanding at the end of the playing season will be repealed and need not be served at the commencement of the following playing season.
- 68** Affiliated Associations will impose split suspension periods where suspensions have to be carried over to the following playing season. The last day of the first suspension period shall be the Player's team's last competitive Match of the playing season. The suspension will recommence upon that team's start of the following playing season.

### Players Moving Between Clubs

- 69** Where a Player moves between Clubs at a time when that Player is subject to a suspension, the following shall apply:
- 69.1** until the Player moves, the suspension shall be served by reference to Matches completed by the Club from which the Player moves;
  - 69.2** where the Club that the Player moves to is within the same level as the Club that the Player moves from, any remaining period of suspension at the time that the Player moves shall be served by reference to Matches completed by the Club to which the Player moves;
  - 69.3** where the Club that the Player moves to is within a different level as the Club that the Player moves from, any remaining period of suspension at the time that the Player moves shall continue to be served by reference to Matches completed by the Club that the Player moves from unless dispensation has been granted in writing by The Association for the suspension to be served with reference to Matches completed by the Club to which the Player moves.
- 70** For the purposes of paragraph 69, Clubs compete at three different levels. Each level is comprised as follows:
- 70.1** Premier League, EFL Leagues and the National League;
  - 70.2** The National League (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League;
  - 70.3** Steps 5 to 7 of the National League System, or any other League outside the National League System which operates a match-based disciplinary system.
- 71** Paragraph 69 applies to all moves by Players between Clubs which are completed and evidenced to the satisfaction of The Association, however they occur. This includes, but is not limited to, all transfers, loans and the expiration of loans, and Players whose registration is cancelled by the Club that the Player moves from, where that Player is subsequently registered by the Club that the Player moves to.
- 72** Players who are otherwise eligible (i.e. but for any suspension) to play for two or more Clubs competing at the level referred to at paragraph 70.3 above will not be taken to have moved between those Clubs for the purposes of this paragraph by virtue only of the fact that they are so eligible to play for them.

## DISCIPLINARY REGULATIONS

### Re-arranged Matches

- 73 A Disciplinary Commission may determine that a Match shall not count towards the completion of a suspension if it is satisfied that the Match has been arranged by the Club with a view to enabling a Player to complete their suspension and thus enable the Player to play in a specific Match.

## RESPECT SANCTION SYSTEM

### Respect Offences

- 74 A Respect Offence for the purposes of Respect Sanctions comprises any of the following:
- 74.1 a caution received by a Player for dissent;
  - 74.2 a sending-off of a Player for using offensive, insulting or abusive language and/or gestures;
  - 74.3 or any proven Charge issued to a Player or an occupant of the technical area for Misconduct on a Match day.
- 75 Where any team accumulates a set number of Respect Offences during a playing season, a Respect Sanction shall be imposed on that team's Club in accordance with the table at paragraph 77 below.
- 76 Where any team accumulates 20 Respect Offences during a playing season, that team's Club shall be issued a Charge for a breach of Rule E20. Further Charges for a breach of Rule E20 shall be issued against the team's Club for every five Respect Offences accumulated after the twentieth.

### Respect Sanctions

- 77 The Respect Sanctions referred to in paragraph 75 above are as follows:

	STAGE 1	STAGE 2	STAGE 3	STAGE 4
	Accumulation of 6 Respect Offences	Accumulation of 10 Respect Offences	Accumulation of 15 Respect Offences	Accumulation of 20 Respect Offences
Step 5	Warning as to future conduct	£150	£300	Club issued with a Charge
Step 6		£75	£150	
Outside the National League System (including Youth Football)		£50	£100	

- 78 An administration fee of £10.00 will be charged to the team's Club for the cost of processing each Respect Sanction.

### Responding to the imposition of a Respect Sanction

- 79 A Club may submit a written plea in mitigation in respect of the Respect Sanctions imposed at Stages 2 and 3 only and this mitigation may be considered by a Disciplinary Commission at a non-personal hearing.
- 80 There is no right of appeal in relation to the Respect Sanctions imposed up to and including Stage 3.

## DISCIPLINARY REGULATIONS

### DISCIPLINARY ACTION AGAINST CLUBS – MULTIPLE OFFENCES IN A SINGLE MATCH

- 81 An Affiliated Association will take disciplinary action against a Club if six or more Players in one of a Club's teams are either cautioned or sent off in a single Match.

#### Clubs at Steps 5 to 7 of the National League System

- 82 On the first occasion that this happens in a playing season, the Affiliated Association will impose an automatic fine on the Club in accordance with the following table:

STEP OF THE NATIONAL LEAGUE SYSTEM	FINE
Step 5	£150
Step 6	£150
Step 7	£75

- 83 For each successive occasion that this happens in the same playing season, the automatic fine imposed by the Affiliated Association will be a fine that is double and then treble (and so on) the amount set out in the table at paragraph 82 above.

#### Clubs Outside the National League System

- 84 On the first occasion that this happens in a playing season, the Affiliated Association will issue a Charge against the Club and warn the Club as to the future conduct.
- 85 On the second occasion that this happens in the same playing season, the Affiliated Association will impose an automatic fine on the Club of £25. For each successive occasion that this happens in the same playing season, the automatic fine imposed by the Affiliated Association will increase by £25.

#### Plea in Mitigation

- 86 In truly exceptional circumstances, a Club may submit a written plea in mitigation against the imposition of a fine under paragraphs 82, 83 or 85 above.

### DISCIPLINARY ACTION AGAINST CLUBS – ACCUMULATION OF PENALTY POINTS BY A CLUB'S PLAYERS

#### General

- 87 The purpose of the penalty points system is to assess the disciplinary record of Players of each of a Club's teams across a playing season.
- 88 The number of penalty points accumulated by a one of a Club's teams is calculated in accordance with paragraphs 89 to 90 below.

#### Calculating Penalty Points Totals

- 89 Each cautionable offence and sending-off offence committed by a team's Players in each Match during a playing season (together with each Charge issued to a team's Players in that playing season) will incur that team a set number of penalty points.

## DISCIPLINARY REGULATIONS

- 90 The number of penalty points incurred for a cautionable offence, each sending-off offence and Charge are as follows:

TYPE OF OFFENCE/CHARGE	PENALTY POINTS INCURRED
Cautionable Offences	1 penalty point (with the exception of a caution for dissent, which will incur 2 penalty points)
Denying the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball	3 penalty points
Denying a goal or an obvious goal-scoring opportunity to an opponent whose overall movement is towards the offender's goal by an offence punishable by a free kick	3 penalty points
Serious foul play	5 penalty points
Spitting at an opponent or any other person	7 penalty points
Violent conduct	6 penalty points
Using offensive, insulting, or abusive language and/or gestures	4 penalty points
Receiving a second caution in the same Match	3 penalty points
Charge	5 penalty points (subject to any increase by the Disciplinary Commission)

### Accumulation of Penalty Points

- 91 Where a team accumulates 75 penalty points during a playing season, that team's Club shall be issued a Charge for a breach of Rule E20.

### DISCIPLINARY ACTION AGAINST CLUBS – MISCELLANEOUS

- 92 A Club may be the subject of a Charge for a breach of Rule E20 where that Club:
- 92.1 has been the subject of two or more proven Charges where the Matches to which the Charges relate were abandoned as a result of the Misconduct;
  - 92.2 has four or more incidents of violent conduct across any of its teams. Violent conduct includes all sending-off offences for violent conduct and any proven Charge relating to an assault on a Match Official, physical contact on a Match Official or assault on a Participant; or
  - 92.3 has two or more Charges for an Aggravated Breach issued against any of the Club's Players in a 12-month period which are found proven.

## DISCIPLINARY REGULATIONS

### ABANDONED MATCHES

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- 93 If a Referee's report indicates that a Match has been abandoned due to alleged acts of Misconduct of either team, the Affiliated Association shall without delay conduct an investigation in to the matter.
- 94 Following the investigation, the Affiliated Association, may issue a Charge against the Club or the relevant Participants.
- 95 A Disciplinary Commission shall meet to consider the Charge within 28 days of the abandoned Match.

### OFFENCES AGAINST MATCH OFFICIALS

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#### Categories of Offence

- 96 The three categories of offence against Match Officials are as follows:
- 96.1 Threatening behaviour: words or action that cause the Match Official to believe that they are being threatened;
- 96.2 Physical contact or attempted physical contact: examples include but are not limited to: pushing the Match Official, pulling the Match Official (or their clothing or equipment), barging or kicking the ball at a Match Official (causing no injury) and/or attempting to make physical contact with the Match Official (for example, attempting to strike, kick, butt, barge or kick the ball at the Match Official); and
- 96.3 Assault: acting in a manner which results in an injury to the Match Official. This includes spitting at the Match Official (whether it connects or not).

#### Investigation and Process

- 97 If a Match Official's report indicates that an offence has been committed against a Match Official (as categorised in paragraph 96 above), the Affiliated Association will without delay investigate the Match Official's report.
- 98 Following the investigation, the Affiliated Association, if it is satisfied that a prima facie case can be made out against the alleged offender, may:
- 98.1 issue a Charge against the Participant; and
- 98.2 may issue an Interim Suspension Order in accordance with paragraph 113 below against the alleged offender from all football activity until a Disciplinary Commission has adjudicated on the matter.
- 99 The Affiliated Association will take all reasonable steps to notify the Participant (and their Club, where applicable) of the suspension order issued in accordance with paragraph 98.2 above.
- 100 A Disciplinary Commission shall meet to consider the Charge within 28 days of (the date of) the interim suspension.
- 101 The recommended (or mandatory, where stated) sanctions for each of the three categories of offence where a Charge issued in accordance with paragraph 98.1 above has been found proven against the Participant are as follows:
- Threatening behaviour:*
- 101.1 suspension from all football activity for a period of 112 days / 12 Matches, with a mandatory minimum suspension from all football activity for a period of 56 days / 6 Matches; and
- 101.2 a fine of up to £100, with a mandatory minimum fine of £50.



## DISCIPLINARY REGULATIONS

*Physical contact or attempted physical contact:*

**101.3** suspension from all football activities for a period of 182 days, with a mandatory minimum of 112 days from all football and football activity.

**101.4** a fine of up to £150.

*Assault:*

**101.5** mandatory suspension from all football and football activity for 5 years from the date of the suspension. Where the assault causes serious injury the review period should be extended to 10 years. Such mandatory suspension shall be reduced to 2 years for a Participant aged 14 or under.

**102** The recommend sanctions set out in paragraph 101 above should only be varied where appropriate aggravating or mitigating factors are present, save that they may not be varied to a level below the mandatory where stated.

**103** A Match Official that has reported a Participant for an offence against them may make a written request for notification of the decision and punishment awarded, which must be made available to the Match Official at the earliest opportunity.

### ASSAULTS BY PARTICIPANTS ON OTHER PARTICIPANTS

**104** If a Match Official's report indicates that a Participant has perpetrated an assault on another Participant causing serious bodily harm before, during or after a Match, the Affiliated Association shall without delay investigate the Referee's report.

**105** Following the investigation, the Affiliated Association, if it is satisfied that a prima facie case can be made out against the alleged offender, may:

**105.1** issue a Charge; and

**105.2** may issue an Interim Suspension Order in accordance with paragraph 113 below against the alleged offender from all football activity until a Disciplinary Commission has adjudicated on the matter.

**106** A Disciplinary Commission shall meet to consider the Charge within 28 days of (the date of) the Charge letter.

**107** The recommended (or mandatory, where stated) sanctions where a Charge issued in accordance with paragraph 105.1 above has been found proven against the Participant are as follows:

PARTICIPANT CHARGED	RECOMMENDED / MANDATORY MINIMUM SANCTIONS
Player	1. Mandatory minimum: suspension for all football activity for 140 days
Club Official	2. £150 fine
Match Official	1. Mandatory suspension from all football and football activity for 5 years from the date of suspension. Where the assault causes serious injury the suspension period should be extended to 10 years. 2. A recommendation to the relevant Referees' Committee that the Match Official's registration is removed and no request for reinstatement is to be allowed until the suspension has been completed or removed.

## DISCIPLINARY REGULATIONS

### FAILURE TO COMPLY

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- 108** Where a Participant fails to comply with any applicable deadlines or other procedural requirements set out in this Section Three, the Participant's right to a personal hearing or right to make a plea in mitigation is forfeited and the Disciplinary Commission may deal with the reported Misconduct on such evidence as is available.
- 109** Where a Player or their Club fails to respond to a request for information (to include, but not limited to, a request pursuant to paragraph 4 above):
- 109.1** a fine will be imposed and a further seven days given to respond;
  - 109.2** failure to respond within the further seven days will result in the Player and the Player's team being suspended from all football activities from the following Monday; and
  - 109.3** may result in a Charge against the Player, their Club (or both).
- 110** The Club Secretary must make Players aware of the applicable punishment where an automatic suspension and/or sanction applies. The Club Secretary must sign and return the reply form to the Affiliated Association by the response date. By signing the form, the Club Secretary is confirming that they have made the Player so aware.
- 111** Where a Participant has been issued with a Charge both the Club Secretary and the Participant will be required to sign and return the form to the Affiliated Association.
- 112** When dealing with compliance issues the Affiliated Association must consider the following:
- 112.1** whether the Player has responded to their Club;
  - 112.2** whether the Club has failed to pass on the Player's reply;
  - 112.3** whether the Club has informed the Affiliated Association that the Player has failed to respond; and
  - 112.4** whether the Player has left the Club.

### SUSPENSION PENDING MISCONDUCT HEARING

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- 113** An Affiliated Association shall have the power, in consultation with and upon the agreement of The Association, to issue an Interim Suspension Order in relation to a Club Official affiliated to, or a Player registered with, that Affiliated Association where the Club Official or Player has been:
- 113.1** issued with a Charge by the Affiliated Association in relation to an alleged act of serious Misconduct;
  - 113.2** charged with a criminal offence; or
  - 113.3** charged by a League in connection with disciplinary action pursuant to the relevant regulations of the League.
- 114** As soon as reasonably practicable, notification of an Interim Suspension Order shall be communicated to the Player and/or the Club.
- 115** The Interim Suspension will be lifted when either the Charge is dealt with by a Disciplinary Commission, the criminal charges are withdrawn or found not to have been proven or the charge has been dealt with by the League.

# DISCIPLINARY REGULATIONS

## DISCIPLINARY PROCEEDINGS BEFORE DISCIPLINARY COMMISSIONS

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### General

- 116** These provisions should be read in conjunction with:
- 116.1** Part A: General Provisions;
  - 116.2** Part G: Appendix II: County and Other Affiliated Associations – Hearings before Disciplinary Commissions.
- 117** Disciplinary proceedings shall commence no later than 90 days from receipt by the Affiliated Association of the report of alleged Misconduct, and, subject to paragraph 118, the outcome shall be determined no later than 180 days. In the event of non-compliance with these time limits, the disciplinary proceedings shall be void, unless written dispensation is received from The Association to extend or dispense with either or both of these time limits. If deemed reasonable, any period of delay requested or caused by the Participant shall not count towards these time limits.
- 118** Where an Interim Suspension Order has been imposed or where the Misconduct relates to playing whilst suspended, the Affiliated Association must aim to conclude disciplinary proceedings within 28 days.
- 119** A Disciplinary Commission, which shall comprise members appointed by the Affiliated Association, shall be appointed by the Affiliated Association to consider a Charge. It shall comprise of not less than three nor more than five members. The appointed Disciplinary Commission shall have no previous personal knowledge of the events or any involvement with any of the Participants concerned.
- 120** Financial penalties for Misconduct must not be imposed on any Player in Youth Football. Where a punishment or Disciplinary Commission decision applicable to a Player in Youth Football includes any financial sanction, the Player's Club shall pay the sum imposed.

### Personal Hearings

#### *Right to Request a Personal Hearing*

- 121** A Participant issued with a Charge has the right to a personal hearing on request.
- 122** A Disciplinary Commission may, whether on the application of one of the parties or otherwise, require a Participant (whether before or during a hearing) to attend before it to provide information, in which case questions may be put to them by the Disciplinary Commission.
- 123** Where the Participant accepts the Charge, the appropriate Match Official(s) will not be required to attend a Disciplinary Commission. If the Participant denies the Charge, the appropriate Match Official(s) may be required to attend the Disciplinary Commission.
- 124** The Participant, through their Club Secretary, shall be notified of:
- 124.1** the date, time and venue fixed for the hearing; and
  - 124.2** the attendance of any witnesses in support of the Charge, in particular the Match Official(s) on whose report the Charge has been issued.
- 125** Both the Participant issued with the Charge and the Match Official(s) concerned should be given a minimum 14 days' notice of details of the personal hearing. Any written request to the Disciplinary Commission for a postponement of the personal hearing should be given consideration. If the reason submitted is considered valid, then a postponement should be granted, and in such circumstances costs may be charged. A request for a second postponement by the same party should not ordinarily be granted.

## DISCIPLINARY REGULATIONS

### *Personal Hearing Procedures*

- 126** In the case of a Participant under 18 years of age on the date fixed for the hearing, the hearing shall take place either in the presence of a parent or guardian of the Participant or another appropriate adult.
- 127** At a personal hearing a Disciplinary Commission may adopt such procedures as it considers appropriate and expedient for the just determination of the Charge.
- 128** Subject to paragraph 127 above, a Disciplinary Commission shall follow the procedure set out in "County and Other Affiliated Associations – Hearings before Disciplinary Commissions" (at Part G: Appendix II).

### *Disciplinary Commission Decisions and Costs*

- 129** Save where otherwise provided, a Disciplinary Commission may impose such penalties as provided for in paragraph 40 of Part A: General Provisions Section Two.
- 130** Where the Charge is found not proven, any record of it will be expunged from the Player's record.
- 131** Where the Charge is found proven the Disciplinary Commission will decide what punishment, if any, is to be imposed. In so doing, the Disciplinary Commission must consider the overall nature and effect of the offence(s) and the Player's disciplinary record during the current playing season and the previous five playing seasons and any plea in mitigation. In cases where the Disciplinary Commission can order costs in accordance with paragraph 132 below, it shall take into account any deposit lodged by the Player.
- 132** Where a personal hearing is requested in accordance with paragraph 121, and the Charge is subsequently found proven at that hearing, the Disciplinary Commission may, in addition to any other penalty, order:
- 132.1** the Player to pay all or part of the costs of the personal hearing. Such costs may include some or all of the costs incurred in relation to the holding of the Disciplinary Commission.
- 132.2** any deposit lodged by the Player be forfeited.
- 133** Where:
- 133.1** a personal hearing is requested in accordance with paragraph 121, and the Charge is subsequently not found proven at that hearing;
- 133.2** a Player is instructed to attend a personal hearing by the Affiliated Association or the relevant Disciplinary Commission; or
- 133.3** a case is considered on written submissions only,
- there shall be no costs order made against the Player. In such cases, any deposit lodged by the Player shall be returned.
- 134** Save where an appeal has been submitted in accordance with paragraph 139 below, any fines or costs that are ordered must be paid before the expiry of 14 days from the date of the order. Failure to make payment shall constitute Misconduct.
- 135** The Player and their Club are jointly and severally responsible for payment of any fine and costs. The Club shall take such action as may be necessary to recover any sum paid on the Player's behalf.

## DISCIPLINARY REGULATIONS

### Notification of Disciplinary Commission Decisions

- 136** Decisions of Disciplinary Commissions will be provided to the Player or (in the cases of Players) Club Secretaries of all Clubs for whom the Player is known to be currently playing and to the Player's home address if known. Each of these Club Secretaries is responsible for informing the Player of the decision.
- 137** The commencement date of any suspension imposed on a Player is at the discretion of the Disciplinary Commission, subject to the suspension starting on a Monday. Such date must allow for the time permitted for notification of an intention to appeal.
- 138** A Disciplinary Commission decision may be notified to the relevant Match Officials, subject to (a) the Player being aware of the decision, and (b) the Match Officials having requested to be so notified.

### APPEALS FROM DISCIPLINARY COMMISSION DECISIONS

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- 139** Participants shall have the right to appeal decisions of a Disciplinary Commission to an Appeal Board in accordance with Part C: Appeals – Non-Fast Track. A Participant wishing to appeal must:
- 139.1** lodge notification of an intention to appeal within seven days of notification of the decision being appeal against;
- 139.2** submit their appeal within 14 days of notification of the decision being appeal against.
- 140** The Association shall also have the right to appeal decisions of a Disciplinary Commission to an Appeal Board. Where The Association wishes to appeal it must submit its appeal within 28 days following the receipt of the reasons of the Disciplinary Commission.
- 141** In respect of any appeal made by a Participant against a decision of a Disciplinary Commission, upon application and its absolute discretion, the Judicial Panel Chairman may stay the effect of, or compliance by the Participant Charged with, a penalty or order of a Disciplinary Commission.

### FURTHER DISCIPLINARY ACTION

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- 142** The rules or regulations of an Affiliated Association must provide for disciplinary action to be taken against a Player who fails to reimburse their Club where the Club has had a claim upheld in accordance with the Football Debt Recovery Regulations.
- 143** An Affiliated Association in formulating its rules and regulations for Misconduct may adopt and include the power to make an order that a Club whose Players are persistently the subject of proven Charges:
- 143.1** is censured and/or fined in accordance with the penalty point system in accordance with paragraphs 87 to 91 above;
- 143.2** may have its affiliation suspended or cancelled;
- 143.3** is subject to any other power approved in writing by The Association.
- 144** A power approved by The Association pursuant to paragraph 143.3 shall continue from year to year until such time as the approval is withdrawn. Such approval may be withdrawn by The Association giving notice in writing before 30 April in any year.

## DISCIPLINARY REGULATIONS

### SECTION FOUR: PROVISIONS APPLICABLE TO TECHNICAL AREA OCCUPANTS

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#### CHARGES

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- 1 The Association may issue a Charge against a Technical Area Occupant in relation to an incident whether or not the same incident has been dealt with by the Referee and/or pursuant to this Section Four.
- 2 A Regulatory Commission considering a Charge pursuant to paragraph 1 above shall have regard to any automatic suspension or sanction imposed pursuant to paragraphs 6 to 9 below for the same incident when considering any penalty in accordance with paragraph 40 of Part A: General Provisions Section Two.

#### MATCH OFFICIALS' REPORTING OF CAUTIONS TO THE ASSOCIATION

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- 3 Referees must submit a report to The Association following a Match stating the cautions and providing a description of the incident(s).
- 4 The deadline for the submission of a report to The Association under paragraph 3 above is:
  - 4.1 for Matches involving Clubs in Category 1 playing in First Team Competitive Matches, 12 noon on the day following the Match; and
  - 4.2 for Matches involving Clubs or teams in Category 3 and Category 5, within two days of the Match (excluding Sundays).

#### NOTIFICATION OF CAUTIONS

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- 5 A Technical Area Occupant who has received a caution in a Match will be notified by The Association, through their Club, of:
  - 5.1 the caution reported by the Referee to The Association;
  - 5.2 the total number of cautions accumulated by the Technical Area Occupant under this Section Four during the current playing season; and
  - 5.3 any automatic touchline suspension or other consequences resulting from an accumulation of cautions pursuant to paragraph 7 below. Any automatic touchline suspension will take effect regardless as to whether the notification is received by the Club from The Association before it is due to take effect in accordance with this Section Four.

#### STANDARD PUNISHMENTS

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##### Accumulation of cautions

- 6 The accumulation of a set number of cautions by a Technical Area Occupant during a playing season will, subject to paragraph 11 below, result in that Technical Area Occupant receiving an automatic touchline suspension.
- 7 The relevant automatic touchline suspensions and the Competitions in which the automatic touchline suspensions are to be served are set out in Table 9.
- 8 Where an automatic touchline suspension is imposed on a Technical Area Occupant associated with a team in Category 5 in accordance with paragraphs 6 and 7 above, that individual shall be banned from entering the ground at which the relevant Match is to be played.

## DISCIPLINARY REGULATIONS

- 9 Where a Technical Area Occupant accumulates 16 cautions during a playing season, that Technical Area Occupant shall be required to attend a Regulatory Commission within seven days of the date of the last caution. The Regulatory Commission shall have the power to deal with the Technical Area Occupant in such manner as it deems fit. The same procedure will apply for every further four cautions received by that Technical Area Occupant.

### Commencement of Suspension

- 10 Subject to paragraph 11 below, any period of suspension arising from an accumulation of cautions by Technical Area Occupants under this Section Four will:
- 10.1 for Matches involving Clubs in Category 1 playing First Team Competitive Matches commence forthwith; and
  - 10.2 for Matches involving Clubs or teams in Category 3 and Category 5, commence on the seventh day following the date of the last offence.

### Matches Exempt from an Automatic Period of Suspension arising from an Accumulation of cautions

- 11 The following Matches shall be exempt from any automatic period of suspension arising from an accumulation of cautions by Technical Area Occupants under paragraph 7 above:
- 11.1 Play-Off Matches (Semi-Finals and Finals) in the EFL Leagues, and National League System Leagues from Steps 1 to 4;
  - 11.2 the final of the FA Challenge Cup;
  - 11.3 the final of the EFL Cup;
  - 11.4 the final of the EFL Trophy; and
  - 11.5 the final of the FA Trophy.

For the avoidance of doubt, this paragraph 11 shall not apply to any period of suspension ordered by a Regulatory Commission pursuant to paragraph 9 above.

### Outstanding Suspensions

- 12 Any period of suspension or part thereof arising from this Section Four which remains outstanding at the end of the playing season will be repealed and need not be served at the commencement of the following playing season.

### Technical Area Occupants Moving Between Clubs

- 13 Where a Technical Area Occupant moves between Clubs to which this Section Four applies at a time when they are subject to a suspension, the following shall apply:
- 13.1 until the Technical Area Occupant moves, the suspension shall be served by reference to Matches completed by the Club from which that Technical Area Occupant moves;
  - 13.2 upon the Technical Area Occupant moving Club, any remaining period of suspension at the time the Technical Area Occupant moves shall be served by reference to Matches completed by the Club to which the Technical Area Occupant moves.
- 14 Where a Technical Area Occupant moves to a Club to which this Section Four does not apply, the suspension shall be suspended until such time as the Technical Area Occupant moves to a Club to which this Section Four does apply.

## AUTOMATIC SUSPENSIONS AND SANCTIONS

### CATEGORY 1 - PLAYERS OF CLUBS IN THE PREMIER LEAGUE, EFL LEAGUES, NATIONAL LEAGUE, THE FA WSL AND THE FAWC PLAYING FIRST TEAM COMPETITIVE MATCHES

Table 1 : Accumulation of cautions

COMPETITION IN WHICH CAUTIONS ACCUMULATED	NUMBER OF CAUTIONS ACCUMULATED	CUT-OFF POINT (UPTO AND INCLUDING)	AUTOMATIC SUSPENSION/SANCTION	COMPETITIONS TO WHICH AUTOMATIC SUSPENSION/ SANCTION APPLIES
Premier League	5	19 Premier League Matches	1 Match	Premier League
	10	32 Premier League Matches	2 Matches	
	15	Last day of the same playing season	3 Matches	
	20	Last day of the same playing season	As determined by a Regulatory Commission	
EFL Leagues	5	19 EFL League Matches	1 Match	EFL Leagues
	10	37 EFL League Matches	2 Matches	
	15	Last day of the relevant league playing season prior to the Play-Off matches	3 Matches	
	20	Last day of the relevant league playing season prior to the Play-Off matches	As determined by a Regulatory Commission	
National League	5	23 National League Matches	1 Match	National League
	10	37 National League Matches	2 Matches	
	15	Last day of the same playing season	3 Matches	
	20	Last day of the same playing season	As determined by a Regulatory Commission	
The FA WSL	5	N/A	1 Match	a) The FA WSL; and b) Women's FA Cup
	10		2 Matches	
	15		3 Matches	
	20		As determined by a Regulatory Commission	
The FAWC	5	N/A	1 Match	a) The FAWC; and b) Women's FA Cup
	10		2 Matches	
	15		3 Matches	
	20		As determined by a Regulatory Commission	



Table 1 : Accumulation of cautions (continued)

COMPETITION IN WHICH CAUTIONS ACCUMULATED	NUMBER OF CAUTIONS ACCUMULATED	CUT-OFF POINT (UP TO AND INCLUDING)	AUTOMATIC SUSPENSION/SANCTION	COMPETITIONS TO WHICH AUTOMATIC SUSPENSION/SANCTION APPLIES
FA Cup	4 (where Player's Club enters in Qualifying Competition or First Round Proper) and for every 2 further cautions	Sixth Round (Quarter Finals)	1 Match	FA Cup
	2 (where Player's Club enters in Third Round Proper) and for every 2 further cautions			
EFL Cup	2	Quarter Finals	1 Match	EFL Cup
	4			
EFL Trophy	2	Quarter Finals	1 Match	EFL Trophy
	4			
FA Trophy	2	Quarter Finals	1 Match	FA Trophy
	4			
	6			

# DISCIPLINARY REGULATIONS

**Table 2: Sending-Off Offences**

SENDING-OFF OFFENCE	AUTOMATIC SUSPENSION	COMPETITIONS TO WHICH AUTOMATIC SUSPENSION APPLIES
Denying the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball	1 Match	a) Relevant League in which Player's Club competes; b) FA Cup; c) EFL Cup (as applicable); d) FA Trophy (as applicable); e) FA Women's Challenge Cup (as applicable)  (If the sending-off offence occurs in an EFL Trophy Match, the relevant automatic suspension must be served exclusively in the EFL Trophy, unless specified by The FA)
Denying a goal or an obvious goal-scoring opportunity to an opponent whose overall movement is towards the offender's goal by an offence punishable by a free kick	1 Match	
Serious foul play	3 Matches	
Spitting at an opponent or any other person	6 Matches	
Violent conduct	3 Matches	
Using offensive, insulting or abusive language and/or gestures	2 Matches	
Receiving a second caution in the same match	1 Match	

## DISCIPLINARY REGULATIONS

### TABLES 3-4

#### CATEGORY 2 - PLAYERS OF CLUBS IN THE PREMIER LEAGUE, EFL LEAGUES AND NATIONAL LEAGUE PLAYING NON-FIRST TEAM COMPETITIVE MATCHES IN MALE OPEN AGED TEAMS, UNDER 19S, UNDER 18S AND ACADEMY TEAMS

Table 3: Accumulation of cautions

COMPETITION IN WHICH CAUTIONS ACCUMULATED	NUMBER OF CAUTIONS ACCUMULATED	CUT-OFF POINT (UP TO AND INCLUDING)	AUTOMATIC SUSPENSION/ SANCTION	COMPETITIONS TO WHICH AUTOMATIC SUSPENSION/ SANCTION APPLIES
NFTM	5	31 December	1 Match	NFTM
	10*	Second Sunday of April	2 Matches	
	15	Last day of the same playing season	3 Matches	
	20	Last day of the same playing season	As determined by a Regulatory Commission	
<p>* If a Player accumulates their tenth caution in a NFTM before the second Sunday of April and is then sent off for receiving a further (second) caution in the same NFTM, the Player will be subject to the 2 Match automatic suspension incurred that applies due to the accumulation of their tenth caution, instead of the 1 Match automatic suspension which would otherwise apply for the Sending-Off Offence in accordance with Table 4 below.</p>				

Table 4: Sending-Off Offences

SENDING-OFF OFFENCE	AUTOMATIC SUSPENSION	COMPETITIONS TO WHICH AUTOMATIC SUSPENSION APPLIES
Denying the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball	1 Match	Automatic suspension to be served exclusively in NFTM
Denying a goal or an obvious goal-scoring opportunity to an opponent whose overall movement is towards the offender's goal by an offence punishable by a free kick	1 Match	
Serious foul play	3 Matches	
Spitting at an opponent or any other person	6 Matches	
Violent conduct	3 Matches	
Using offensive, insulting or abusive language and/or gestures	2 Matches	
Receiving a second caution in the same match	1 Match	

**TABLES 5-6**

**CATEGORY 3- PLAYERS ASSOCIATED WITH A TEAM COMPETING IN THE NATIONAL LEAGUE (NORTH AND SOUTH DIVISIONS), THE ISTHMIAN LEAGUE, THE NORTHERN PREMIER LEAGUE AND THE SOUTHERN LEAGUE PLAYING MATCHES IN ANY LEAGUE, LEAGUE CUP COMPETITION, THE FA CHALLENGE CUP AND FA TROPHY**

Table 5: Accumulation of cautions

COMPETITION IN WHICH CAUTIONS ACCUMULATED	NUMBER OF CAUTIONS ACCUMULATED	CUT-OFF POINT (UP TO AND INCLUDING)	AUTOMATIC SUSPENSION/ SANCTION	FINE	COMPETITIONS TO WHICH AUTOMATIC SUSPENSION/SANCTION APPLIES
a) National League (North and South Divisions), the Isthmian League, the Northern Premier League or the Southern League; and b) League cup competition	5	30 November	1 Match	£20.00	a) League in which Player's team competes; and b) League cup competition
	10*	Second Sunday in March	2 Matches		
	15	Last day of the playing season	3 Matches		
	20	Last day of the playing season	As determined by a Regulatory Commission		
FA Cup	4 and for every 2 further cautions	Sixth Round (Quarter Finals)	1 Match	N/A	FA Cup Only
FA Trophy	4 and for every 2 further cautions	Quarter Finals	1 Match	N/A	FA Trophy Only

\* if a Player accumulates their tenth caution in a match before the second Sunday of March and is then sent off for receiving a further (second) caution in the same match, the Player will be subject to the 2 Match automatic suspension incurred that applies due to the accumulation of their tenth caution, instead of the 1 Match automatic suspension which would otherwise apply for the Sending-Off offence in accordance with Table 6 right.

## DISCIPLINARY REGULATIONS

**Table 6: Sending-Off Offences**

SENDING-OFF OFFENCE	AUTOMATIC SUSPENSION	FINE	COMPETITIONS TO WHICH AUTOMATIC SUSPENSION/ SANCTION APPLIES
Denying the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball	1 Match	£20.00	a) League in which Player's team competes; b) League cup competition in which Player's team competes; c) FA Cup; and d) FA Trophy.
Denying a goal or an obvious goal- scoring opportunity to an opponent whose overall movement is towards the offender's goal by an offence punishable by a free kick	1 Match		
Serious foul play	3 Matches	£40.00	
Spitting at an opponent or any other person	6 Matches		
Violent conduct	3 Matches		
Using offensive, insulting or abusive language and/or gestures	2 Matches	£30.00	
Receiving a second caution in the same match	1 Match	£20.00	

# DISCIPLINARY REGULATIONS

## TABLES 7-8

### CATEGORY 5 - PLAYERS ASSOCIATED WITH:

- A) A TEAM COMPETING IN ALL DIVISIONS OF LEAGUES AT STEPS 5 TO 7 OF THE NATIONAL LEAGUE SYSTEM PLAYING MATCHES IN ANY COMPETITION;**  
**B) A TEAM COMPETING OUTSIDE THE NATIONAL LEAGUE SYSTEM PLAYING IN SATURDAY FOOTBALL, SUNDAY FOOTBALL, MIDWEEK FOOTBALL, COUNTY ASSOCIATION REPRESENTATIVE FOOTBALL, LEAGUE REPRESENTATIVE FOOTBALL, VETERANS FOOTBALL, FURTHER EDUCATION FOOTBALL AND YOUTH FOOTBALL (AS RECOGNISED BY THE ASSOCIATION FROM TIME TO TIME); AND**  
**C) ANY AFFILIATED TEAM OF A CLUB TO WHICH CATEGORIES 1 TO 4 DO NOT APPLY PLAYING MATCHES IN ANY COMPETITION.**

Table 7: Accumulation of cautions

FOOTBALL CATEGORY/ COMPETITION IN WHICH CAUTIONS ACCUMULATED	NUMBER OF CAUTIONS ACCUMULATED IN THE FOOTBALL CATEGORY	CUT-OFF POINT (UP TO AND INCLUDING)	AUTOMATIC SUSPENSION/ SANCTION	FINE	FOOTBALL CATEGORY/ COMPETITION TO WHICH AUTOMATIC SUSPENSION/ SANCTION APPLIES	
a) Saturday Football; b) Sunday Football; c) Midweek Football; d) Representative Football;	5	31 December	1 Match	£15.00	The Football Category in which the cautions were accumulated.	
	10*	Second Sunday in April	2 Matches			
	15	Last day of the playing season	3 Matches			
e) Veteran Football; f) Further Education Football; or g) Youth Football	20	Last day of the playing season	As determined by a Disciplinary Commission	N/A	All Football Categories and Friendly Matches.	
	4 and for every 2 further cautions	Sixth Round (Quarter Finals)	1 Match			N/A
		2	Second Qualifying Round			
FA Vase	Cautions count reset after	Second Qualifying Round	1 Match	N/A		
	2	Fourth Round (Quarter Finals)				
	4	Fourth Round (Quarter Finals)			FA Vase Only	

\* If a Player accumulates their tenth caution in a match before the second Sunday in April and is then sent off for receiving a further (second) caution in the same match, the Player will be subject to the 2 Match automatic suspension that applies due to the accumulation of their tenth caution, instead of the 1 Match automatic suspension which would otherwise have applied for the Sending-Off Offence in accordance with Table 8 below.

## DISCIPLINARY REGULATIONS

**Table 8: Sending-Off Offences**

FOOTBALL CATEGORY/ COMPETITION IN WHICH SENDING-OFF OFFENCE OCCURS	SENDING-OFF OFFENCE	AUTOMATIC SUSPENSION/ SANCTION	FINE	FOOTBALL CATEGORY AND COMPETITIONS TO WHICH AUTOMATIC SUSPENSION APPLIES
a) Saturday Football; b) Sunday Football; c) Midweek Football; d) Representative Football; e) Veteran Football; f) Further Education Football; g) Youth Football; h) FA Cup; or i) FA Vase	Denying the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball	1 Match	£20.00	a) the Football Category in which the sending-off offence occurred**; b) FA Cup; and c) FA Vase.  (**if the sending-off offence occurred in an FA Cup or FA Vase Match, the automatic suspension shall apply to Matches in the Football Category in which the Player's team usually competes, in addition to FA Cup or FA Vase Matches where applicable)
	Denying a goal or an obvious goal-scoring opportunity to an opponent whose overall movement is towards the offender's goal by an offence punishable by a free kick	1 Match		
	Serious foul play	3 Matches	£40.00	
	Spitting at an opponent or any other person	6 Matches		
	Violent conduct	3 Matches		
	Using offensive, insulting or abusive language and/or gestures	2 Matches	£30.00	
	Receiving a second caution in the same match	1 Match	£20.00	

## DISCIPLINARY REGULATIONS

**TABLE 9**

### SECTION 4 - TECHNICAL AREA OCCUPANTS ASSOCIATED WITH CLUBS IN CATEGORIES 1, 3 AND 5

Table 9: Accumulation of cautions

ACCUMULATION OF CAUTIONS	NUMBER OF CAUTIONS ACCUMULATED	AUTOMATIC TOUCHLINE SUSPENSION/SANCTION	COMPETITIONS TO WHICH AUTOMATIC TOUCHLINE SUSPENSION/SANCTION APPLIES
a) Premier League;	4	1 Match	a) Premier League;
b) EFL Leagues;	8	2 Matches	b) EFL Leagues;
c) National League;	12	3 Matches	c) National League;
d) The FA WSL;	16	As determined by a Regulatory Commission	d) The FA WSL;
e) The FA WC;			e) The FA WC;
f) National League (North and South Divisions);			f) National League (North and South Divisions);
g) Isthmian League;			g) Isthmian League;
h) Northern Premier League;			h) Northern Premier League;
i) Southern League;			i) Southern League;
j) any Football Category;			j) any Football Category;
k) FA Cup;		k) FA Cup;	
l) EFL Cup;		l) EFL Cup;	
m) EFL Trophy;		m) EFL Trophy;	
n) FA Trophy; or		n) FA Trophy; or	
o) FA Vase		o) FA Vase	



## DISCIPLINARY REGULATIONS

### E: FAST-TRACK REGULATIONS

#### GENERAL PRINCIPLES

- 1 Matters proceeding under these Fast Track Regulations shall be conducted before a Regulatory Commission in accordance with a 'fast track' process in accordance with Table 10 below.
- 2 These Regulations give effect to the general principle that it is in the interest of the timely and efficient disposal of disciplinary proceedings that standard directions be given.
- 3 The directions set out in these Regulations may be deviated from at the discretion of the Judicial Panel Chairman or the Regulatory Commission dealing with any given case if the circumstances of that case so dictate (to include, for the avoidance of doubt, assigning a case to the timetable set out in Part B: Non-Fast Track Regulations).

#### SCOPE

- 4 In these Fast Track Regulations, references to categories shall be a reference to one or more of the following:
  - 4.1 **Category 1:** Clubs in the Premier League, the EFL Leagues, the National League, The FA WSL and The FAWC playing in First Team Competitive Matches;
  - 4.2 **Category 2:** Clubs in the Premier League, the EFL Leagues, the National League playing in Non-First Team Competitive Matches in male open aged teams, Under 19s, Under 18s and Academy teams; and
  - 4.3 **Category 3:** a team competing in the National League (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League playing Matches in any League, League cup competition, the FA Challenge Cup and the FA Trophy.
- 5 Table 10 below sets out the: (i) the seven Fast Track processes; (ii) the matters proceeding under each Fast Track; and (iii) the scope of each Fast Track.

**Table 10: Matters falling to be determined in accordance with the Fast Track Process**

TRACK	CASE TYPE	DESCRIPTION	RELEVANT RULE / REGULATION	SCOPE OF TRACK
Fast Track 1	Not Seen Incidents	Incidents of Misconduct concerning one of the below incidents occurring on or around the field of play (excluding the tunnel area) falling within Law 12 of the Laws of the Game which were not seen and dealt with by Match Officials but were caught on video: <ol style="list-style-type: none"> <li>(i) serious foul play;</li> <li>(ii) violent conduct;</li> <li>(iii) spitting at an opponent or any other person; or</li> <li>(iv) offensive, insulting, abusive language or gestures.</li> </ol>	A charge of Misconduct contrary to Rule E1(a)	Category 1
	Successful Deception	Incidents of Misconduct relating to the successful deception of a Match Official by way of a clear act of simulation which leads either to a penalty being awarded or the dismissal of an opposing Player.	A charge of Misconduct contrary to Rule E3(1) (improper conduct)	

## DISCIPLINARY REGULATIONS

TRACK	CASE TYPE	DESCRIPTION	RELEVANT RULE / REGULATION	SCOPE OF TRACK
Fast Track 2	Fast Track 2 will apply where The Association charges a Participant with Misconduct under the Rules for an incident before, during, or after a game, on or around the field of play (including the tunnel area), for an incident outside the jurisdiction of Match Officials but reported to The Association or for media comments.			
	The case types are broken down below.			
	<b>Incidents on or around the field of play</b>	<p>Incidents of Misconduct reported to The Association, other than a breach of the Laws of the Game, which occurred on or around the field of play whether before, during or after a game.</p> <p>Examples include, but are not limited to:</p> <ul style="list-style-type: none"> <li>– Threatening, abusive, indecent or insulting words or behaviour by Players or Managers or behaviour which otherwise is improper or brings the game into disrepute;</li> <li>– Not Seen Incidents (as set out in Fast Track 1), but where there is no video of the incident;</li> <li>– Technical area misconduct;</li> <li>– Incidents that occur in the tunnel area or in close vicinity of the stadium.</li> </ul>	A charge of Misconduct contrary to Rule E1 or E3(1)	Categories 1 and 3
	<b>Incidents outside of the jurisdiction of Match Officials</b>	<p>Incidents of Misconduct reported to The Association which occurred on or around the field of play, but which were outside of the jurisdiction of the Match Officials.</p> <p>Examples include, but are not limited to:</p> <ul style="list-style-type: none"> <li>– an incident of Misconduct by a Player committed following them having been sent off;</li> <li>– an incident of Misconduct by a Player committed after the Referee has left the field of play.</li> </ul>	A charge of Misconduct contrary to Rule E1 or E3(1)	
<b>Surrounding a Match Official</b>	<p>Incidents where Players, Managers or others surround a Match Official in a manner which is improper, violent, threatening, abusive, indecent or uses insulting or provocative words or behaviour.</p>	A charge of Misconduct contrary to Rule E20 (failing to ensure Players conduct themselves in an orderly fashion etc.)		

## DISCIPLINARY REGULATIONS

TRACK	CASE TYPE	DESCRIPTION	RELEVANT RULE / REGULATION	SCOPE OF TRACK
Fast Track 2	<b>Mass Confrontations</b>	Incidents where Players, Managers or others engage in a mass confrontation.	A charge of Misconduct contrary to Rule E20 (failing to ensure Players conduct themselves in an orderly fashion etc.)	Categories 1 and 3
	<b>Media Comments</b>	Comments made in the media, to include social media, which constitute improper conduct and / or bring the game into disrepute.	A charge of Misconduct contrary to Rule E3(1)	
Fast Track 3	<b>Mistaken Identity</b>	Where a Player has been cautioned or dismissed from the field of play, but claims they have been the victim of mistaken identity.	A claim made by the Player (or Club on behalf of the Player) in accordance with Part D: On-Field Regulations	Categories 1, 2 and 3
Fast Track 4	<b>Wrongful Dismissal</b>	Where a Player has been dismissed from the field of play (except as a result of two cautions leading to a dismissal), but claims that the Referee made an obvious error in dismissing the Player.	A claim made by the Player (or Club on behalf of the Player) in accordance with Part D: On-Field Regulations	Categories 1, 2 and 3
Fast Track 5	<b>Clearly Excessive claims</b>	Where a Player has been dismissed from the field of play for: <ul style="list-style-type: none"> <li>– offensive or insulting or abusive language / gestures;</li> <li>– serious foul play;</li> <li>– violent conduct; or - spitting,</li> </ul> but seeks to limit the disciplinary consequences of that dismissal by demonstrating that the circumstances were truly exceptional, such that the standard punishment applicable to that dismissal would be clearly excessive.	A claim made by the Player (or Club on behalf of the Player) in accordance with Part D: On-Field Regulations	Categories 1, 2 and 3

## DISCIPLINARY REGULATIONS

TRACK	CASE TYPE	DESCRIPTION	RELEVANT RULE / REGULATION	SCOPE OF TRACK
Fast Track 6	Clearly Insufficient claims	<p>Where a Player has been dismissed from the field of play for:</p> <ul style="list-style-type: none"> <li>– serious foul play;</li> <li>– violent conduct; or</li> <li>– spitting,</li> </ul> <p>but where The Association seeks to increase the disciplinary consequences of the dismissal by demonstrating that the circumstances were truly exceptional, such that the standard punishment applicable to that dismissal would be clearly insufficient.</p>	A claim made by the Player (or Club on behalf of the Player) in accordance with Part D: On-Field Regulations	Categories 1, 2 and 3
Fast Track 7	Appeals - Fast Track	Where a Fast Track provides for a right of appeal, such appeals shall proceed according to the Fast Track Appeals provisions.		

# DISCIPLINARY REGULATIONS

## FAST TRACK 1: NOT SEEN INCIDENTS AND SUCCESSFUL DECEPTION

### GENERAL PRINCIPLES

#### General

- 1 This Fast Track 1 sets out the standard directions for charges relating to Not Seen Incidents and Successful Deception matters proceeding before Regulatory Commissions. It shall apply to Players of Clubs in Category 1 only.
- 2 Matters falling within this Fast Track 1 shall ordinarily proceed in accordance with timetable set out herein. The timetable seeks to give effect to the principle that it is in the interest of the parties and of sporting integrity that, wherever possible, matters falling within the scope of this Fast Track 1 are concluded ahead of the Player's next fixture. As a general guide, the following schedule will ordinarily apply:

General Guide (where the incident takes place on Fri/Sat/Sun)		
CHARGE	REPLY / SUBMISSIONS	REGULATORY COMMISSION
Tuesday	Wednesday	Thursday

- 3 Where a Player charged has been suspended due to a dismissal or has otherwise been suspended in accordance with this Fast Track 1 in the same playing season prior to the issue of the charge, the penalty offered shall be increased to include, in addition to the applicable standard punishment, one game for each occasion that the Player has been so suspended. For these purposes a dismissal in, or suspension arising from, Non-First Team Competitive Matches prior to issue of the charge will only be considered where it is for violent conduct, serious foul play or spitting.
- 4 Matters falling within this Fast Track 1 will be determined on video and written evidence only, and parties shall not be present or represented in person.

#### Not Seen Incidents

- 5 In relation to Not Seen Incidents only:
  - 5.1 A written statement by Match Officials that they did not witness a particular incident shall be conclusive evidence of that fact.
  - 5.2 Where one or more of the Match Officials sees only part of an incident, an act of Misconduct that occurs during or immediately after that incident may be regarded as not seen by the Match Officials where, without limitation:
    - 5.2.1 an act of violent conduct occurs secondarily to a challenge for the ball, and so is not seen as the Match Officials are concentrating on the challenge for the ball; or
    - 5.2.2 the Match Officials' view of the incident was such that none of them had an opportunity to make a decision on any act of Misconduct that took place within it.

### CHARGE

- 6 A Charge shall ordinarily be issued by 6pm on the second Business Day following the incident which shall be accompanied by all evidence, documents and written submissions upon which The Association intends to rely.
- 7 In respect of Successful Deception matters, the Charge shall also set out the applicable standard punishment.

## DISCIPLINARY REGULATIONS

- 8 In respect of Not Seen Incidents only:
- 8.1 the Charge will ordinarily offer the standard punishment that would have applied to the offence had it been seen and reported by the Match Official(s) during the Match.
  - 8.2 in exceptional circumstances, the Charge may not be accompanied by an offer of the standard punishment. In such circumstances, the Charge will state that The Association claims that the standard punishment would be clearly insufficient and will set out the basis for that claim.

### REPLY

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- 9 The Player must serve on The Association a Reply by 6pm on the first Business Day following receipt of the Charge, by e-mail (as directed by The Association), in which they:
- 9.1 admit the Charge and, where applicable, the standard punishment;
  - 9.2 deny the Charge; or
  - 9.3 in respect of Not Seen Incidents only:
    - 9.3.1 admit the Charge but claim that the standard punishment would be clearly excessive (having regard to the factors set out at paragraphs 22.1 to 22.7 below);
    - 9.3.2 deny the Charge and claim that the standard punishment would be clearly excessive (having regard to the factors set out at paragraphs 22.1 to 22.7 below); or
    - 9.3.3 where no offer of the standard punishment is made in the Charge, admit or deny the Charge, and in either case may contest any claim by The Association that the standard punishment would be clearly insufficient.
- 10 The Reply shall be accompanied by copies of all evidence, documents and written submissions upon which the Player intends to rely.
- 11 In the absence of a Reply, the matter will be dealt with directly at the next available Regulatory Commission, and written submissions from the Player may not be considered by the Regulatory Commission.
- 12 In the event that the offered punishment is accepted in accordance with paragraph 9.1, the suspension will commence forthwith upon receipt by The Association of the consent of the Judicial Panel Chairman and the matter shall not proceed to a Regulatory Commission.

### REGULATORY COMMISSION PROCEDURES

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- 13 Save in the circumstances set out in paragraph 13 above, a Regulatory Commission will be convened to consider the matter. Where practicable, it shall be convened on the first Business Day following receipt of the Reply.
- 14 The Secretary of the Regulatory Commission shall put before the Regulatory Commission:
- 14.1 reports along with any other evidence, including video evidence, in support of the Charge;
  - 14.2 all statements and video or other evidence in defence of the Charge.
- 15 In respect of Successful Deception matters only, where subject matter of or facts pertaining to a Charge brought against a Player is linked to a claim of wrongful dismissal pursued by a Player and their Club under paragraphs 15 to 18 of Section One of Part D: On-Field Regulations, and where the Regulatory Commission believes it appropriate for the timely and efficient disposal of the proceedings, the relevant Regulatory Commission shall have the power to consolidate proceedings so they are conducted together and both the charge and the claim of wrongful dismissal may be determined at the same hearing.

# DISCIPLINARY REGULATIONS

## DECISIONS

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### General

- 16 Where a Charge is denied, the Regulatory Commission will decide whether the Charge is proven or not proven.
- 17 Where a Charge is not proven, the Charge will be dismissed.
- 18 Where a Charge is proven, or admitted in accordance with paragraph 9.3.1:
  - 18.1 in respect of Not Seen Incidents only, the Regulatory Commission will decide on the penalty to be served by the Player. The standard punishment may be decreased or increased by the Regulatory Commission only in the exceptional circumstances set out at paragraphs 21 to 25 below. In all other cases, the penalty shall be the standard punishment.
  - 18.2 in respect of Successful Deception incidents, the standard punishment will commence forthwith.
- 19 The decision of the Regulatory Commission will be communicated verbally to the Player on the same day as the decision is reached, and in writing by the end of the following Business Day.

### Not Seen Incidents: Increasing and decreasing the standard punishment

- 20 The provisions relating to increasing or decreasing the standard punishment at paragraphs 21 to 25 below shall apply only in respect of Not Seen Incidents.

#### *Decreasing the standard punishment*

- 21 Where the offer of the standard punishment is made in the Charge, the Regulatory Commission may only decrease that standard punishment where the Player has claimed in their Reply that the standard punishment would be clearly excessive.
- 22 In such cases the Regulatory Commission shall decrease the standard punishment only where it is satisfied so that it is sure that the circumstances of the incident under review are truly exceptional, such that the standard punishment should not be applied, and the standard punishment would be clearly excessive, having regard to the following:
  - 22.1 the applicable Law(s) of the Game and any relevant FIFA instructions and / or guidelines;
  - 22.2 the nature of the incident including the Player's state of mind, in particular any intent, recklessness or negligence;
  - 22.3 where applicable, the level of force used;
  - 22.4 any injury to an opponent caused by the incident;
  - 22.5 any other impact on the game in which the incident occurred;
  - 22.6 the prevalence of the type of incident in question in football generally;
  - 22.7 the wider interests of football in applying consistent punishments for dismissal offences.

#### *Increasing the standard punishment*

- 23 Subject to paragraph 25 below, where no offer of the standard punishment is made in the Charge, the Regulatory Commission may only increase the standard punishment where The Association has claimed in the Charge that the standard punishment would be clearly insufficient.
- 24 In such cases, the Regulatory Commission shall increase the standard punishment only where it is satisfied so that it is sure that the circumstances of the incident under review are truly exceptional, such that the standard punishment should not be applied, and the standard punishment would be clearly insufficient, having regard to the those factors listed at paragraphs 22.1 to 22.7 above.
- 25 In all cases, the Regulatory Commission may increase any punishment if it believes a denial of the Charge, or any claim by the Player that the standard punishment would be clearly excessive in their case, to have been an abuse of process or without any significant foundation.

## DISCIPLINARY REGULATIONS

### Successful Deception: Withdrawal of Associated Caution or Dismissal

- 26 The provisions relating to the withdrawal of an associated caution or dismissal at paragraphs 27 to 29 shall apply only in respect of Successful Deception matters.
- 27 In the event that a Charge relating to Successful Deception is proven or admitted, the Regulatory Commission shall, in its absolute discretion, consider whether or not to withdraw any associated caution or dismissal received by an opposing Player as a result of the act of simulation.
- 28 Where the Regulatory Commission determines that an associated caution or dismissal should be withdrawn, the standard punishment set out in paragraphs 23 to 32 of Section One of Part D: On-Field Regulations applicable to the relevant opponent Player shall not apply and any applicable fee returned. In these circumstances, any dismissal shall not be counted for the purposes of paragraphs 29 to 32 of Section One of Part D: On-Field Regulations.
- 29 If the effect of the decision of the Regulatory Commission is that one of two cautions received by the opponent Player during the relevant Match is withdrawn, that Player's punishment shall be reduced from that of a dismissal to a caution and the provisions of paragraph 23, rather than paragraph 27 of Section One of Part D: On-Field Regulations shall apply.

### APPEALS

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- 30 Subject to paragraph 31 below, there shall be no right of appeal from decisions made by Regulatory Commissions under this Fast Track 1.
- 31 In respect of Not Seen Incidents, the Player will have a right of appeal only:
- 31.1 in the event that the penalty imposed (over and above the automatic suspension) is in excess of three Matches; and
  - 31.2 on the single ground that the additional suspension is excessive; and
  - 31.3 in respect of that part of the additional suspension in excess of the additional three Matches, not accounting for any additional Matches included in the penalty as a result of a Player having served a suspension earlier in the same playing season.
- For example, where a Player is suspended for eight Matches following a dismissal for violent conduct, they may appeal only in respect of the two Matches in excess of the three standard and three additional Match suspension).
- 32 Where permitted in accordance with the appeal provisions above, appeals shall proceed in accordance with Part E: Fast Track 7: Appeals - Fast Track.

### WRITTEN REASONS

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- 33 A request for written reasons in respect of the decision of the Regulatory Commission may be made to the Regulatory Commission, in which case the request must be made on the day the parties were notified of the decision. If requested, written reasons will be provided by 6pm on the first Business Day following the decision of the Regulatory Commission.



## DISCIPLINARY REGULATIONS

### **FAST TRACK 2: INCIDENTS ON OR AROUND THE FIELD OF PLAY, INCIDENTS OUTSIDE THE JURISDICTION OF MATCH OFFICIALS, SURROUNDING A MATCH OFFICIAL, MASS CONFRONTATIONS AND MEDIA COMMENTS**

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#### **GENERAL PRINCIPLES**

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- 1 This Fast Track 2 sets out the standard directions for:
  - 1.1 charges relating to incidents on or around the field of play, incidents outside the jurisdiction of Match Officials, surrounding a Match Official, mass confrontations and media comments proceeding before Regulatory Commissions (as set out in Table 10); and
  - 1.2 any other Charge brought in respect of any incident of alleged Misconduct which the Judicial Panel Chairman, of their own volition or following the application of any party, orders to proceed under this Fast Track 2. Such an order may be made, but is not limited to, cases where the incident concerned arises from the same facts as, or is otherwise sufficiently linked to, an incident which is otherwise to proceed under this Fast Track 2.
- 2 This Fast Track 2 shall apply to Participants affiliated to Clubs in Categories 1 and 3, save that any time limits set out herein shall not apply to Participants within Category 3.

#### **REPRESENTATION**

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- 3 In matters proceeding under this Fast Track 2, Participants may be represented in accordance with, and subject to, the provisions of paragraphs 10 to 11 of Part A: General Provisions.
- 4 For the avoidance of doubt, failure to comply with the notification requirements set out in paragraph 10 of Part A: General Provisions will result in the right to representation being forfeited. The date of any personal hearing that takes place pursuant to this Fast Track 2 shall be in accordance with the timings set out herein, regardless of the availability or otherwise of the Participant's chosen representative.

#### **OBSERVATIONS**

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- 5 In certain cases, particularly those concerning media comments, as a preliminary step a Participant may be required by The Association to provide their observations.

#### **CHARGE**

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- 6 A Charge shall be issued which shall be accompanied by all evidence, documents and written submissions upon which The Association intends to rely.
- 7 A Charge shall ordinarily be issued by 5pm on the third Business Day following:
  - 7.1 the incident; or
  - 7.2 where the incident relates to media comments, any media comments being brought to the attention of The Association; or
  - 7.3 where observations are requested in accordance with paragraph 5 above, provision of those observations to The Association.

## DISCIPLINARY REGULATIONS

### STANDARD PENALTIES

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- 8 The Association may in its absolute discretion designate a case as a “Standard Case”
- 9 In exercising that discretion, The Association shall not designate any case as a “Standard Case” where any one or more of the following exceptional circumstances applies:
- 9.1 where the particular facts of the alleged Misconduct are of a serious and/or unusual nature, as determined by The Association;
- 9.2 where the Participant Charged has been issued a Charge for a similar matter, as determined by The Association, which took place in the preceding 12 months, and that Charge was found proven; and/or
- 9.3 where the Charge is issued in relation to media comments made by the Participant.
- 10 Where a case is designated as a Standard Case:
- 10.1 Standard Penalty 1 shall be offered in the Charge and will come into effect where such a Charge is admitted and the Standard Penalty is accepted;
- 10.2 Standard Penalty 2 shall come into effect when the Charge is denied and is subsequently found proven by a Regulatory Commission.
- 11 In all cases Standard Penalty 1 shall be lower than Standard Penalty 2. In the ordinary course it shall be lower by approximately by one third.
- 12 Where a case is not designated as a Standard Case (a “non-Standard Case”), a Standard Penalty will not be offered and, where such a Charge is admitted or found proven, the Regulatory Commission shall have a discretion to impose any such penalty as it considers appropriate.

### REPLY

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- 13 The Participant Charged must serve on The Association a Reply by 6pm on the third Business Day after the Charge, by e-mail (as directed by The Association), in which they admit or deny the Charge in accordance with the provisions below relating to Standard Cases and non-Standard Cases (as applicable).
- 14 The Reply must include a clear explanation of the nature and extent of the Participant’s admission or denial of the Charge(s) or any part of a Charge and shall be accompanied by copies of all evidence, documents and written submissions upon which the Participant Charged intends to rely. Any evidence, documents and written submissions not provided within the time limits set out in paragraph 13 above may not be considered by the Regulatory Commission.
- 15 In the absence of a Reply, the matter will be dealt with directly at the next available Regulatory Commission, and evidence, documents and written submissions from the Participant Charged may not be considered by the Regulatory Commission.

#### Standard Cases

- 16 In a Standard Case, by way of Reply the Participant Charged may:
- 16.1 admit the Charge and accept Standard Penalty 1. In such cases Standard Penalty 1 shall come into effect immediately upon receipt of the consent of the Judicial Panel Chairman (or their nominee) and the matter shall not proceed to a Regulatory Commission;
- 16.2 admit the Charge and submit general written mitigation and / or an application for Standard Penalty 1 to be reassessed on the basis of the income of the Participant Charged. Such cases will be considered by a Regulatory Commission on written submissions;
- 16.3 deny the Charge and request to contest it at a personal hearing before a Regulatory Commission; or

## DISCIPLINARY REGULATIONS

- 16.4 deny the Charge and submit written material for a Regulatory Commission to consider on written submissions (such material to include, where relevant, an application for Standard Penalty 2 to be reassessed on the basis of the income of the Participant Charged).
- 17 Where a Charge is denied and subsequently found proven by a Regulatory Commission, before making a determination on penalty the Regulatory Commission may consider any general written mitigation and / or an application for Standard Penalty 2 to be reassessed on the basis of the income of the Participant Charged, as submitted by the Participant with the Reply to the Charge.

### Non-Standard Cases

- 18 In a non-Standard Case, by way of Reply to the Charge the Participant Charged may:
- 18.1 admit the Charge and submit any written mitigation in writing for a Regulatory Commission to consider on written submissions;
- 18.2 admit the Charge but request a personal hearing before a Regulatory Commission in order to present mitigation;
- 18.3 deny the Charge and request to contest it at a personal hearing before a Regulatory Commission; or
- 18.4 deny the Charge and submit written material for a Regulatory Commission to consider on written submissions.

### RESPONSE TO REPLY

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- 19 Where a Participant Charged:
- 19.1 denies a Charge; or
- 19.2 admits a Charge but submits mitigation or other material for consideration by the Regulatory Commission which The Association considers constitutes a denial of part of all of the Charge,

The Association may provide a response to the Reply, evidence, documents and written submissions provided by the Participant Charged. Any such response to the Reply must be provided to the Participant Charged and the Regulatory Commission within three Business Days of receipt of the Reply. Written submissions, evidence and any other relevant material not submitted within this time limit may not be considered by the Regulatory Commission.

### TIMING OF HEARING

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- 20 Where the circumstances of paragraphs 16.2, 18.1 or 18.2 apply, the hearing will take place within three Business Days of receipt of the Reply by The Association or, where a response to the Reply is provided in accordance with paragraph 19, within three Business Days of receipt of the response to the Reply by the Participant Charged.
- 21 Where the circumstances of paragraphs 16.3 or 18.3 apply, the hearing will take place within ten Business Days (i) of confirmation by The Association that it does not intend to provide a response to the Reply in accordance with paragraph 19, or (ii) where a response to the Reply is to be provided, of receipt of that response to the Reply by the Participant Charged.
- 22 Where the circumstances of paragraph 16.4 or 18.4 apply, the hearing will take place within three Business Days (i) of confirmation by The Association that it does not intend to provide a response to the Reply in accordance with paragraph 19, or (ii) where a response to the Reply is to be provided, of receipt of that response to the Reply by the Participant Charged.
- 23 Where Charges have been consolidated in accordance with paragraph 13 of Part A: General Provisions, the timelines in paragraphs 20 to 22 above shall run from the date at which the last relevant Reply is received from a Participant Charged in accordance with paragraph 13.

## DISCIPLINARY REGULATIONS

- 24 In the instance of a case concerning Incidents Outside the Jurisdiction of Match Officials, wherever possible the hearing will take place prior to the next Match in which the Player would be eligible to play.

### PROCEDURES

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- 25 The following procedures shall be followed at a personal hearing before a Regulatory Commission, unless the Regulatory Commission considers it appropriate to amend them:
- 25.1 The Association may address the Regulatory Commission, summarise the case against the Participant Charged, and then adduce its evidence.
  - 25.2 The Participant Charged may then summarise its case and adduce evidence of any matter of which notice has been given in the Reply.
  - 25.3 Each party in turn may question witnesses as they give evidence and the Regulatory Commission may question parties and witnesses at any time.
  - 25.4 After the conclusion of the evidence of the Participant Charged, The Association and the Participant Charged in turn may make closing submissions.
  - 25.5 Where the Participant Charged admits the Charge(s), the Regulatory Commission may dispense with hearing the evidence and consider submissions from The Association and the Participant Charged in turn. Where the Participant Charged denies a Charge or part thereof, or where it is admitted but there remains a factual dispute between the Participant Charged and The Association, the Regulatory Commission shall consider the witness and other evidence placed before it together with each party's submissions in order to make findings in respect of any factual dispute(s) in order to determine: (i) whether a Charge is proven; (ii) if so proven or admitted, the factual basis on which the Charge is proven.

### DECISIONS AND PENALTY

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- 26 The Regulatory Commission will decide whether each denied Charge is proven or not proven.
- 27 Where a Charge is not proven, the Charge will be dismissed.
- 28 Where a Charge is proven or admitted, subject to the application of any Standard Penalty, the Regulatory Commission may impose any penalty that it considers to be appropriate in accordance with its general powers set out in paragraphs 40 to 43 and 52 of Part A: General Provisions.
- 29 The decision of the Regulatory Commission will be communicated verbally to the Participant Charged on the same day as the decision is reached, and in writing by the end of the following Business Day.

#### Standard Cases only

- 30 This provision gives effect to the principal that, in a Standard Case, either Standard Penalty 1 or Standard Penalty 2 shall not be reduced unless truly exceptional mitigation exists, or a Participant Charged can demonstrate that the Standard Penalty would be disproportionately harsh due to their level of income.

## DISCIPLINARY REGULATIONS

- 31 In a Standard Case where the Participant Charged:
- 31.1 admits the Charge, but submits general written mitigation and / or an application for Standard Penalty 1 to be reassessed in accordance with paragraph 16.2;
  - 31.2 denies the Charge, by submits general written mitigation and / or an application for Standard Penalty 2 to be reassessed in accordance with paragraph 17,
- the Regulatory Commission shall proceed in accordance with paragraphs 32 to 34 below.

*Where the Participant Charged submits general mitigation*

- 32 Having considered the general mitigation, the Regulatory Commission will have a discretion to impose any penalty that it considers appropriate, including increasing the penalty above the applicable Standard Penalty. A Regulatory Commission may decrease the Standard Penalty only where it is satisfied that any mitigation put forward is truly exceptional and so merits a reduction. Where it is so satisfied, it may impose any penalty that it considers to be appropriate in accordance with its general powers.

*Where the Participant Charged submits an application for reassessment of the Standard Penalty*

- 33 Where a Participant Charged can demonstrate that any financial element of a Standard Penalty would be disproportionately harsh due to the level of their income, they may make an application to have the financial element of the penalty reassessed by reference to that income.
- 34 Where such an application is made, and the Regulatory Commission does accept that the Standard Penalty would be disproportionately harsh, the Standard Penalty will not apply and the Regulatory Commission may impose any penalty that it considers to be appropriate in accordance with its general powers.

### APPEALS

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- 35 Participants and The Association shall have the right to appeal against the decision of, or penalty imposed by, a Regulatory Commission to an Appeal Board. Appeals shall proceed in accordance with Part E: Fast Track 7: Appeals - Fast Track.

### WRITTEN REASONS

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- 36 A request for written reasons in respect of the decision of the Regulatory Commission may be lodged with the Regulatory Commission, in which case the request must be made at the time of verbal notification of the decision (i.e. on the same day as the Regulatory Commission). If requested, written reasons will be supplied to parties by 6pm on the third Business Day following the hearing.

### COSTS

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- 37 Costs shall fall to be determined in accordance with paragraph 54 of Part A: General Provisions.

## DISCIPLINARY REGULATIONS

### FAST TRACK 3: MISTAKEN IDENTITY

#### GENERAL PRINCIPLES

- 1 This Fast Track 3 sets out the process in respect of Players who have been cautioned or dismissed from the field of play but claim that they were the victim of mistaken identity in relation to the imposition of such sanction.
- 2 This Fast Track 3 shall apply to Players of Clubs in Categories 1, 2 and 3.
- 3 The procedures set out in this Fast Track 3 shall proceed in accordance with the applicable timetable set out at Table 11 below. The time limits and other requirements are to be strictly applied, and only complete claims submitted before the relevant deadline will be considered. The timetable seeks to give effect to the principle that it is in the interest of the parties and of sporting integrity that matters falling within the scope of this Fast Track 3 are concluded ahead of the suspension being served.
- 4 Where claims are submitted for both mistaken identity in accordance with this Fast Track 3 and wrongful dismissal in accordance with Fast Track 4 for the same incident, the matter of mistaken identity will be considered first.
- 5 Matters falling within this Fast Track 3 will be determined on video and written evidence only, and parties shall not be present or represented in person. For the avoidance of doubt, none of the Match Officials nor the Club or Player are entitled to be present or represented in person at the Regulatory Commission established for such purpose.

#### TIMETABLE

Table 11: Fast Track 3 Timings

	CATEGORY 1		CATEGORY 2		CATEGORY 3	
	Timings	General guide*	Timings	General guide*	Timings	General guide*
<b>Notification of Intention to Submit a Claim</b>	1pm on next Business Day following the incident	Monday	1pm on next Business Day following the incident	Monday	5pm on second Business Day following the incident	Tuesday
<b>Claim / Evidence</b>	1pm on second Business Day following the incident	Tuesday	1pm on second Business Day following the incident	Tuesday	5pm on fourth Business Day following the incident	Thursday
<b>Regulatory Commission</b>	To be determined prior to the suspension being served.	Thursday	To be determined prior to the suspension being served.	n/a	To be determined prior to the suspension being served.	Thursday
* based on Match taking place on Friday, Saturday or Sunday						

# DISCIPLINARY REGULATIONS

## FEES

- 6 The following fees apply in respect of claims proceedings under this Fast Track 3. The fee is only payable in the event that the claim is unsuccessful. The Association may collect the fee in any manner it deems appropriate.

RELEVANT LEAGUE(S)	Fee
Premier League	£1,500
EFL Championship	£750
EFL League One	£500
EFL League Two	£350
National League	£300
National League (North and South), Isthmian League, Northern Premier League and Southern League	£125

## PROCEDURE

### Notification of Intention to Submit a Claim

- 7 The Player, or their Club, wishing to bring a claim of mistaken identity must notify The Association by email (as directed by The Association) of their intention to submit a claim.

### Claim

- 8 The Player or their Club must submit their claim, along with the evidence upon which their claim is founded, to The Association by email (as directed by The Association). Wherever possible, the claim should include a written statement from the Player who is responsible for the offence. In any event, the evidence must include:
- 8.1 a signed statement from the Player originally reported by the Referee that they were not responsible for the offence reported and identifying specifically the name of the person responsible; and
  - 8.2 video footage of the incident.

### Regulatory Commission

- 9 The Association will convene a Regulatory Commission to examine the claim, which shall consider the matter prior to any suspension being served.
- 10 The following procedures shall be followed before a Regulatory Commission, unless the Regulatory Commission considers it appropriate to amend them:
- 10.1 the Secretary to the Regulatory Commission will produce:
    - 10.1.1 the Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action; and
    - 10.1.2 all statements, video footage and other evidence provided in support of the claim.
  - 10.2 After considering the evidence, the Regulatory Commission will decide whether the claim is rejected or is successful.

## DISCIPLINARY REGULATIONS

- 10.3 In the event the claim is rejected, the Regulatory Commission will in every case go on to consider whether or not the Player's punishment should be increased. Where the Regulatory Commission considers that the claim had no prospect of success and/or amounts to an abuse of process, it shall have the discretion to increase the penalty up to twice the standard punishment. In all other cases, the penalty shall be the standard punishment.
- 10.4 In the event the claim is successful, the standard punishment shall be transferred from the record of the Player reported by the Referee to the identified offender.
- 10.5 A record of the decision will be provided to the relevant Player's Club on the same day the decision is made.

### EXCEPTIONAL CIRCUMSTANCES: NO OR INSUFFICIENT BUSINESS DAYS

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- 11 Where, due to there being no or insufficient Business Days between two Matches in the relevant Competition(s), it would not be possible for a claim to be determined before the suspension is to be served the following will apply:
  - 11.1 Where there are no Business Days between two Matches in the relevant Competition(s), the Club shall notify The Association by email (Disciplinary@TheFA.com) by 1pm the day following the incident. If this notification is properly submitted, the Player will be eligible to play in the second Match. Submission of the claim will still be required as set out in Table 11.
  - 11.2 Where there are insufficient Business Days between two Matches in the relevant Competition, the timetable as set out in Table 11 will still apply. However, the Player will be eligible to play in Matches prior to the claim being determined by a Regulatory Commission (provided that The Association has been notified in accordance with paragraph 7 above).

### APPEALS

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- 12 The decision of the Regulatory Commission is final and binding, and there shall be no right of appeal from decisions made by Regulatory Commissions under this Fast Track 3.



## DISCIPLINARY REGULATIONS

### FAST TRACK 4: WRONGFUL DISMISSAL

#### GENERAL PRINCIPLES

- 1 This Fast Track 4 sets out the process in respect of Players who have been dismissed from the field of play (except as a result of two cautions leading to a dismissal), but claim that the Referee made an obvious error in dismissing the Player.
- 2 This Fast Track 4 shall apply to Players of Clubs in Categories 1, 2 and 3.
- 3 A Regulatory Commission that considers a claim of wrongful dismissal is concerned with only the question of whether any sanction of a suspension from play is one which should be imposed in view of the facts of the case. This role is not to usurp the role of the Referee and the dismissal from the field of play will remain on the record of the Club and the Player.
- 4 The procedures set out in this Fast Track 4 shall proceed in accordance with the applicable timetable set out at Table 12. The time limits and other requirements are to be strictly applied, and only complete claims which adhere to the relevant deadlines will be considered. The timetable seeks to give effect to the principle that it is in the interest of the parties and of sporting integrity that matters falling within the scope of this Fast Track 4 are concluded ahead of the suspension being served.
- 5 Matters falling within this Fast Track 4 will be determined on video and written evidence only, and parties shall not be present or represented in person. For the avoidance of doubt, none of the Match Officials nor the Club or Player are entitled to be present or represented in person at the Regulatory Commission established for such purpose.

#### TIMETABLE

Table 12: Fast Track 4 Timings

	CATEGORY 1		CATEGORY 2		CATEGORY 3	
	Timings	General guide*	Timings	General guide*	Timings	General guide*
<b>Notification of Intention to Submit a Claim</b>	1pm on next Business Day following the incident	Monday	1pm on next Business Day following the incident	Monday	5pm on the second Business Day following the incident	Tuesday
<b>Claim / Evidence</b>	1pm on second Business Day following the incident	Tuesday	1pm on second Business Day following the incident	Tuesday	5pm on the fourth business day following the incident	Thursday
<b>Regulatory Commission</b>	To be determined prior to the suspension being served.	Thursday	To be determined prior to the suspension being served.	n/a	To be determined prior to the suspension being served.	Thursday
* based on Match taking place on Friday, Saturday or Sunday						

## DISCIPLINARY REGULATIONS

### FEES

- 6 The following fees apply in respect of claims proceedings under this Fast Track 4. Subject to paragraph 7 below, the fee shall only be payable in the event that the claim is unsuccessful. The Association may collect the fee in any manner it deems appropriate.

RELEVANT LEAGUE(S)	FEE
Premier League	£1,500
EFL Championship	£750
EFL League One	£500
EFL League Two	£350
National League	£300
National League (North and South), Isthmian League, Northern Premier League and Southern League	£125

- 7 Where a claim is submitted, but is withdrawn after 5pm on the first Business Day after the incident, The Association shall have the power to retain the fee. In circumstances where the fee is to be retained: (i) where the fee has yet to be paid, it will be required to be paid to The Association; and (ii) failure to pay the fee in these circumstances will result in disciplinary action being taken. Where a claim is withdrawn before the 5pm deadline, the fee shall be refunded (or, if not already paid, will not be required).

### PROCEDURE

#### Notification of Intention to Submit a Claim

- 8 The Player, or their Club, wishing to bring a claim of wrongful dismissal must notify The Association by email (Disciplinary@TheFA.com) of their intention to submit a claim.

#### Claim

- 9 The Player or their Club must submit their claim, along with the evidence upon which their claim is founded (which must include video footage showing the incident from all available angles), to The Association by email (as directed by The Association).
- 10 Once the claim has been lodged with The Association, The Association will confirm that the claim has been made in accordance with the time limits and other requirements of this Fast Track 4 (to include, but not limited to, submitting video footage of the incident).

## DISCIPLINARY REGULATIONS

### Regulatory Commission

- 11 The Association will convene a Regulatory Commission to examine the claim, which shall consider the matter prior to any suspension being served.
- 12 The following procedures shall be followed before a Regulatory Commission, unless the Regulatory Commission considers it appropriate to amend them:
  - 12.1 The Secretary to the Regulatory Commission will produce:
    - 12.1.1 the Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action; and
    - 12.1.2 all statements, video footage and other evidence provided in support of the claim, including details of the Player.
  - 12.2 After considering the evidence, the Regulatory Commission will decide whether the claim is rejected or is successful. A claim will only be successful where the Regulatory Commission is satisfied that the Referee made an obvious error in dismissing the Player.
  - 12.3 In the event the claim is rejected, the Regulatory Commission will in every case go on to consider whether or not the Player's punishment should be increased. Where the Regulatory Commission considers that the claim had no prospect of success and/or amounts to an abuse of process, it shall have the discretion to increase the penalty up to twice the standard punishment. In all other cases, the penalty shall be the standard punishment.
  - 12.4 In the event the claim is successful, the standard punishment shall be withdrawn. The dismissal shall not be counted for the purposes of paragraphs 29 to 32 of Section One of Part D: On-Field Regulations.
  - 12.5 A record of the decision will be prepared and provided to the Club of the relevant Player on the same day the decision is made.

### EXCEPTIONAL CIRCUMSTANCES: NO OR INSUFFICIENT BUSINESS DAYS

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- 13 Where, due to there being no or insufficient Business Days between two Matches in the relevant Competition(s), it would not be possible for a claim to be determined before the suspension is to be served the following will apply:
  - 13.1 The Club shall notify The Association by email (Disciplinary@TheFA.com) by 1pm the day following the dismissal and shall lodge their claim, along with the evidence upon which their claim is founded, by 5pm that same day;
  - 13.2 In such cases the Regulatory Commission will consider the claim no later than 6pm on the day before the next fixture.
- 14 Should a Player play in a Match without having given the appropriate notification as set out in paragraph 13.1 above, this shall constitute Misconduct.

### APPEALS

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- 15 The decision of the Regulatory Commission is final and binding, and there shall be no right of appeal from decisions made by Regulatory Commissions under this Fast Track 4.

## DISCIPLINARY REGULATIONS

### FAST TRACK 5: CLEARLY EXCESSIVE

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#### GENERAL PRINCIPLES

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- 1 This Fast Track 5 sets out the process where a Player or their Club seeks to limit the disciplinary consequences of the dismissal of the Player from the field of play by demonstrating that the circumstances of the dismissal were truly exceptional such that the standard punishment, set out in Part D: On-Field Regulations, would be clearly excessive. It shall apply to Players of Clubs in Categories 1, 2 and 3.
- 2 The ability to claim under this Fast Track 5 is provided only so exceptional cases may be rectified. It is not intended to lead to the systematic, regular review of standard punishments. Regulatory Commissions should approach such cases with these principles in mind and it is envisaged that, in the vast majority of dismissals, the standard punishments will be appropriate and will be applied.
- 3 The Regulatory Commission that considers a claim of this type is concerned with only the question of whether the standard punishment should not be imposed in view of the truly exceptional facts of the case. This role is not to usurp the role of the Referee nor to scrutinise the correctness of the dismissal from the field of play, which shall remain on the record of the Club and the Player, will remain the subject of the administration fee and will accrue the appropriate number of penalty points for a first team sending-off.
- 4 Claims under this Fast Track 5 may only be lodged in relation on-field offences which result in a dismissal for offensive or insulting or abusive language / gestures, serious foul play, violent conduct, or spitting.
- 5 The procedures set out in this Fast Track 5 shall proceed in accordance with the applicable timetable set out at Table 13. The time limits and other requirements are to be strictly applied, and only complete claims which adhere to the relevant deadlines will be considered. The timetable seeks to give effect to the principle that it is in the interest of the parties and of sporting integrity that matters falling within the scope of this Fast Track 5 are concluded, where possible, ahead of the suspension being served.
- 6 Matters falling within this Fast Track 5 will be determined on video and written evidence only, and parties shall not be present or represented in person. For the avoidance of doubt, none of the Match Officials nor the Club or Player are entitled to be present or represented in person at the Regulatory Commission established for such purpose.

# DISCIPLINARY REGULATIONS

## TIMETABLE

Table 13: Fast Track 5 Timings

	CATEGORY 1		CATEGORY 2		CATEGORY 3	
	Timings	General guide*	Timings	General guide*	Timings	General guide*
<b>Notification of Intention to Submit a Claim</b>	1pm on next Business Day following the incident	Monday	1pm on next Business Day following the incident	Monday	5pm on the second Business Day following the incident	Tuesday
<b>Claim / Evidence</b>	1pm on second Business Day following the incident	Tuesday	1pm on second Business Day following the incident	Tuesday	5pm on the fourth Business Day following the incident	
<b>Regulatory Commission</b>	To be determined, where practicable, prior to the suspension being served and in all cases before the second Match that the Player would miss were the standard punishment to apply.	Thursday	To be determined, where practicable, prior to the suspension being served and in all cases before the second Match that the Player would miss were the standard punishment to apply.	Thursday	To be determined, where practicable, prior to the suspension being served and in all cases before the second Match that the Player would miss were the standard punishment to apply.	Thursday
* based on Match taking place on Friday, Saturday or Sunday						

# DISCIPLINARY REGULATIONS

## FEES

- 7 The following fees apply in respect of claims proceedings under this Fast Track 5. Subject to paragraph 8 below, the fee shall only be payable in the event that the claim is unsuccessful. The Association may collect the fee in any manner it deems appropriate.

LEAGUE	FEE
Premier League	£1,500
EFL Championship	£750
EFL League One	£500
EFL League Two	£350
National League	£300
National League (North and South), Isthmian League, Northern Premier League and Southern League	£125

- 8 Where a claim is submitted, but is withdrawn after 5pm on the first Business Day after the incident, The Association shall have the power to retain the fee. In circumstances where the fee is to be retained: (i) where the fee has yet to be paid, it will be required to be paid to The Association; and (ii) failure to pay the fee in these circumstances will result in disciplinary action being taken. Where a claim is withdrawn before the 5pm deadline, the fee shall be refunded (or, if not already paid, will not be required).

## PROCEDURE

### Notification of Intention to Submit a Claim

- 9 The Player, or their Club, wishing to bring a 'clearly excessive' claim must notify The Association by email (Disciplinary@TheFA.com) of their intention to submit a claim.

### Claim

- 10 The Player or their Club must submit their claim, along with the evidence upon which their claim is founded (which must include video footage showing the incident from all available angles), to The Association by email (as directed by The Association). The claim must explain why the case is truly exceptional.
- 11 Once the claim has been lodged with The Association, The Association will confirm that the claim has been made in accordance with the time limits and other requirements of this Fast Track 5 (to include, but not limited to, submitting video footage of the incident).

## DISCIPLINARY REGULATIONS

### Regulatory Commission

- 12** The Association will convene a Regulatory Commission to examine the claim which shall, where practicable, consider the matter prior to any suspension being served but shall in all cases consider the matter before the second Match that the Player would miss were the standard punishment to apply.
- 13** The following procedures shall be followed before a Regulatory Commission, unless the Regulatory Commission considers it appropriate to amend them:
- 13.1** The Secretary to the Regulatory Commission will produce:
- 13.1.1** the Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action; and
  - 13.1.2** all statements, video footage and other evidence provided in support of the claim, including details of the Player.
- 13.2** After considering the evidence, the Regulatory Commission will decide whether the claim is rejected or is successful. A claim will only be successful where the Regulatory Commission is satisfied so that it is sure that:
- 13.2.1** the circumstances of the dismissal under review are truly exceptional, such that the standard punishment should not be applied; and
  - 13.2.2** as a result of the truly exceptional circumstances the standard punishment would be clearly excessive.
- 13.3** In considering the matters at paragraph 13.2 above, the Regulatory Commission shall have regard to:
- 13.3.1** the applicable Law(s) of the Game and any relevant FIFA instructions and / or guidelines;
  - 13.3.2** the nature of the dismissal offence including the Player's state of mind, in particular any intent, recklessness or negligence;
  - 13.3.3** where applicable, the level of force used;
  - 13.3.4** any injury to an opponent caused by the dismissal offence;
  - 13.3.5** any other impact on the game in which the incident occurred;
  - 13.3.6** the prevalence of the type of incident in question in football generally;
  - 13.3.7** the wider interests of football in applying consistent punishments for dismissal offences.
- 13.4** In the event the claim is rejected, the Regulatory Commission will in every case go on to consider whether or not the Player's punishment should be increased. Where the Regulatory Commission considers that the claim had no prospect of success and/or amounts to an abuse of process, it shall have the discretion to increase the penalty up to twice the standard punishment.
- 13.5** In the event the claim is successful, the standard punishment shall be withdrawn. The Regulatory Commission will go on to decide the punishment to be applied to the Player in respect of the dismissal. In all cases, this shall be a suspension of at least one Match. In deciding on the appropriate punishment, the Regulatory Commission shall have regard to those factors listed at paragraphs 13.3.1 to 13.3.7 above.
- 13.6** A record of the decision will be prepared and provided to the Club of the relevant Player on the same day the decision is made.

### APPEALS

- 14** The decision of the Regulatory Commission is final and binding, and there shall be no right of appeal from decisions made by Regulatory Commissions under this Fast Track 5.

### FAST TRACK 6: CLEARLY INSUFFICIENT

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#### GENERAL PRINCIPLES

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- 1 This Fast Track 6 sets out the process where The Association seeks to increase the disciplinary consequences of the dismissal of the Player from the field of play by demonstrating that the circumstances of the dismissal were truly exceptional such that the standard punishment, set out in Part D: On-Field Regulations, would be clearly insufficient. It applies to Players of Clubs in Categories 1, 2 and 3.
- 2 The ability to claim under this Fast Track 6 is provided only so exceptional cases may be rectified. It is not intended to lead to the systematic, regular review of standard punishments. Regulatory Commissions should approach such cases with these principles in mind and it is envisaged that, in the vast majority of dismissals, the standard punishments will be appropriate and will be applied.
- 3 The Regulatory Commission that considers a claim of this type is concerned with only the question of whether the standard punishment should not be imposed in view of the truly exceptional facts of the case. This role is not to usurp the role of the Referee nor to scrutinise the correctness of the dismissal from the field of play, which shall remain on the record of the Club and the Player, will remain the subject of the administration fee and will accrue the appropriate number of penalty points for a sending-off.
- 4 Claims under this Fast Track 6 may only be lodged in relation on-field offences which result in a dismissal for serious foul play, violent conduct, or spitting.
- 5 The procedures set out in this Fast Track 6 shall proceed in accordance with the applicable timetable set out at Table 14. The timetable seeks to give effect to the principle that it is in the interest of the parties and of sporting integrity that matters falling within the scope of this Fast Track 6 are concluded, where possible, ahead of the suspension being served.
- 6 A Referee's report showing that a Player was dismissed for serious foul play, violent conduct, or spitting shall be conclusive evidence that the Player has breached the relevant Law of the Game and shall not be subject to challenge, save for where any such dismissal is subject to a claim for wrongful dismissal.
- 7 Matters falling within this Fast Track 6 will be determined on video and written evidence only, and parties shall not be present or represented in person. For the avoidance of doubt, none of the Match Officials nor the Club or Player are entitled to be present or represented in person at the Regulatory Commission established for such purpose.



# DISCIPLINARY REGULATIONS

## TIMETABLE

Table 14: Fast Track 6 Timings

	CATEGORY 1		CATEGORY 2		CATEGORY 3	
	Timings	General guide	Timings	General guide	Timings	General guide
<b>Claim / Evidence</b>	1pm on the second Business Day following the incident	Tuesday	1pm on the second Business Day following the incident	Tuesday	6pm on the third Business Day following the incident	Wednesday
<b>Reply</b>	6pm on the second Business Day following the issue of the claim	Thursday	6pm on the second Business Day following the issue of the claim	Thursday	6pm on the third Business Day following the issue of the claim	Following Monday
<b>Regulatory Commission</b>	To be determined, where practicable, prior to the suspension being served and in all cases before the second Match that the Player would miss were the standard punishment to apply.	Friday	To be determined, where practicable, prior to the suspension being served and in all cases before the second Match that the Player would miss were the standard punishment to apply.	Friday	To be determined, where practicable, prior to the suspension being served and in all cases before the second Match that the Player would miss were the standard punishment to apply.	Following Tuesday
* based on Match taking place on Friday, Saturday or Sunday						

# DISCIPLINARY REGULATIONS

## PROCEDURE

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### Claim

- 8** The Association shall submit its claim, along with the evidence upon which their claim is founded (which must include the Referee's report and video footage showing the incident from all available angles), and must send it to the Player and/or the Player's Club.

### Reply

- 9** The Player must submit to The Association a written reply to the claim (which must include all evidence in support of the reply) by email (as directed by The Association). Where no reply is received, the Regulatory Commission shall consider the claim as if it had been denied by the Player.

### Regulatory Commission

- 10** A Regulatory Commission will be convened to examine the claim. The Regulatory Commission will, where practicable, consider the matter prior to any suspension being served but will, in all cases, consider the matter before the second Match that the Player would miss were the standard punishment to apply.
- 11** The following procedures following procedures shall be followed before a Regulatory Commission, unless the Regulatory Commission considers it appropriate to amend them:
- 11.1** The Secretary to the Regulatory Commission will produce:
- 11.1.1** the Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action;
  - 11.1.2** all statements, video footage and other evidence provided in support of the claim; and
  - 11.1.3** the written reply and evidence provided in support.
- 11.2** After considering the evidence, the Regulatory Commission will decide whether the claim is rejected or is successful. A claim will only be successful where the Regulatory Commission is satisfied so that it is sure that:
- 11.2.1** the circumstances of the dismissal under review are truly exceptional, such that the standard punishment should not be applied; and
  - 11.2.2** as a result of the truly exceptional circumstances the standard punishment would be clearly insufficient.
- 11.3** In considering the matters at paragraph 11.2 above, the Regulatory Commission shall have regard to:
- 11.3.1** the applicable Law(s) of the Game and any relevant FIFA instructions and / or guidelines;
  - 11.3.2** the nature of the dismissal offence including the Player's state of mind, in particular any intent, recklessness or negligence;
  - 11.3.3** where applicable, the level of force used;
  - 11.3.4** any injury to an opponent caused by the dismissal offence;
  - 11.3.5** any other impact on the game in which the incident occurred;
  - 11.3.6** the prevalence of the type of incident in question in football generally;
  - 11.3.7** the wider interests of football in applying consistent punishments for dismissal offences.
- 11.4** In the event the claim is rejected, the Regulatory Commission shall deliberate no further on the claim and the Player shall serve the standard punishment.

## DISCIPLINARY REGULATIONS

- 11.5 In the event the claim is successful, the standard punishment shall be set aside. The Regulatory Commission will go on to decide the punishment to be applied to the Player in respect of the dismissal. In deciding on the appropriate punishment, the Regulatory Commission shall have regard to those factors listed at paragraphs 11.3.1 to 11.3.7 above. Any punishment imposed by the Regulatory Commission shall be limited to a suspension from playing a specified number of Matches in addition to the standard penalty.
- 11.6 A record of the decision will be prepared and provided to the Club of the relevant Player on the same day as the decision is made.

### APPEALS

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- 12 The decision will be subject to appeal only:
- 12.1 in the event that the penalty imposed (over and above the standard penalty) is in excess of three Matches; and
- 12.2 on the single ground that the additional suspension is excessive; and
- 12.3 in respect of that part of the additional suspension in excess of the additional three Matches, not accounting for any additional Matches included in the penalty as a result of a Player having served a suspension earlier in the same playing season.
- For example, where a Player is suspended for eight Matches following a dismissal for violent conduct, they may appeal only in respect of the two Matches in excess of the three standard and three additional Match suspension).
- 13 Appeals shall proceed in accordance with Part E: Fast Track 7: Appeals – Fast Track.

## DISCIPLINARY REGULATIONS

### FAST TRACK 7: APPEALS – FAST TRACK

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#### GENERAL

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- 1 These Regulations set out the provisions relating to appeals arising from matters proceeding under a Fast Track. For the avoidance of doubt, there shall only be a right of appeal from matters proceeding under Fast Track 1, Fast Track 2 and Fast Track 6.
- 2 Where an appeal is made from a Fast Track 2 matter by a Participant affiliated to a Club at Category 3, any time limits set out herein shall not apply.
- 3 Submissions, evidence and any other relevant material not submitted within the time limits set out herein may not be considered by the Appeal Board.

#### GROUNDS OF APPEAL

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- 4 Save where otherwise stated, the grounds of appeal available to The Association shall be that the body whose decision is appealed against:
  - 4.1 misinterpreted or failed to comply with the Rules and/or regulations of The Association relevant to its decision; and/or
  - 4.2 came to a decision to which no reasonable such body could have come; and/or
  - 4.3 imposed a penalty, award, order or sanction that was so unduly lenient as to be unreasonable.
- 5 Save where otherwise stated, the grounds of appeal available to Participants shall be that the body whose decision is appealed against:
  - 5.1 failed to give that Participant a fair hearing; and/or
  - 5.2 misinterpreted or failed to comply with the Rules and/or regulations of The Association relevant to its decision; and/or
  - 5.3 came to a decision to which no reasonable such body could have come; and/or
  - 5.4 imposed a penalty, award, order or sanction that was excessive.

#### REPRESENTATION

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- 6 In matters proceeding under this Appeals Fast Track, Participants shall have the right to attend and may be represented in accordance with, and subject to, the provisions of paragraph 10 of Part A: General Provisions. For the avoidance of doubt, failure to comply with the notification requirements set out in paragraph 10 of Part A: General Provisions will result in the right to representation being forfeited.
- 7 An Appeal Board may also conduct a hearing on the basis of written submissions only, should the appellant not wish to be present or represented in person.

# DISCIPLINARY REGULATIONS

## PROCEDURE

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### Notification of Intention to Submit an Appeal

- 8 Where the Participant of The Association intends to lodge an appeal, they must notify The Association by email (Disciplinary@TheFA.com):
- 8.1 by 12 noon on the first Business Day following the Regulatory Commission; or
  - 8.2 in cases where written reasons are requested, by 12 noon on the first Business Day following receipt of the written reasons.
- 9 Once an appeal has been commenced, it shall not be withdrawn except by leave of the Appeal Board. Where an appeal is so withdrawn, the Appeal Board may make such order for costs as it considers appropriate.

### Submissions

- 10 The appellant (whether the Participant or The Association) must, by 6pm on the first Business Day following notification of intention to appeal, provide The Association and the Judicial Panel Chairman (or their nominee) with copies of all submissions, evidence and any other relevant material upon which they intend to rely. Where the appellant is a Participant, they must also provide the appeal fee of £100.
- 11 An appeal shall be by way of a review of documents and oral submissions only and shall not involve a rehearing of the evidence considered by the Regulatory Commission. The Association will ensure that all documents relating to the original Regulatory Commission hearing are provided to the Appeal Board.

### Responses

- 12 The respondent (whether the Participant or The Association) must, within two Business Days of receipt of the appellant's submissions evidence and material, provide its responses to the appellant and the Appeal Board.

### New Evidence

- 13 New evidence may be admitted with the permission of the Chairman of the Appeal Board. An application for leave to present new evidence must be made when providing submissions or Response (as applicable). Such application must set out the nature and the relevance of the new evidence, and why it was not presented at the original hearing. Save in exceptional circumstances, the appeal board shall not grant leave to present new evidence unless satisfied with the reason given as to why it was not, or could not have been, presented at the original hearing and that such evidence is relevant. The decision of the Chairman of the Appeal Board shall be final. Where leave to present new evidence has been granted, in all cases the other party will be given an opportunity to respond. The Appeal Board's decision shall be final.

## DISCIPLINARY REGULATIONS

### Appeal Board

- 14** The Appeal Board will hear the appeal at the earliest available opportunity but, in any case, no earlier than on the second day after submission of responses.
- 15** The following procedures shall be followed at a personal hearing before an Appeal Board, unless the Appeal Board considers it appropriate to amend them:
- 15.1** the appellant to address the appeal board, summarising its case;
  - 15.2** any new evidence to be presented by the appellant;
  - 15.3** the respondent to address the appeal board, summarising its case;
  - 15.4** any new evidence to be presented by the respondent;
  - 15.5** each party to be able to put questions to any witness giving new evidence;
  - 15.6** the Appeal Board may put questions to the parties and any witness giving new evidence at any stage;
  - 15.7** the respondent to make closing submissions;
  - 15.8** the appellant to make closing submissions.
  - 15.9** the Appeal Board to decide whether the appeal is allowed or dismissed.

### DECISIONS

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- 16** A decision of the Appeal Board shall be final and binding and there shall be no right of further challenge.
- 17** The Appeal Board shall have power to:
- 17.1** allow or dismiss the appeal;
  - 17.2** increase or decrease the penalty, award or sanction originally imposed;
  - 17.3** make such further or other order as it considers appropriate.

### COSTS

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- 18** Costs shall fall to be determined in accordance with the provisions of paragraphs 54 to 55 of Part A: General Provisions.

# DISCIPLINARY REGULATIONS

## F: INTERIM SUSPENSION ORDER REGULATIONS

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### GENERAL PRINCIPLES

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- 1 These Interim Suspension Order Regulations apply to Interim Suspension Orders made pursuant to Rule E16, whether before or after a Charge.
- 2 A Regulatory Commission may deviate from the provisions of these Regulations at their discretion, save that any Review Period must not be more than 21 days in any case. Where a Regulatory Commission deviates from any other time limit set out in these Regulations, it will do so subject to the overall aim of ensuring that applications proceed on an expedited basis in all cases, whilst ensuring a fair process (to include that the Participant has a fair opportunity to make representations in response to an application).
- 3 Any failure to follow these Regulations will not in itself invalidate any application or order made.
- 4 References in these Regulations to Chief Regulatory Officer or Judicial Panel Chairman include any nominee acting on their behalf.
- 5 Any general provisions relating to Regulatory Commissions in force from time to time shall apply to hearings conducted pursuant to these Regulations, subject to modifications concerning representation (at paragraphs 6 to 8) and costs (at paragraph 36).

### REPRESENTATION

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- 6 In matters proceeding under these Regulations, parties have the right to be present and/or represented at any hearing convened in accordance with these Regulations. Where a party wishes to be represented, this fact together with the identity of any representative, shall be submitted at the same time as any application or response (as applicable).
- 7 The Regulatory Commission may, at its discretion, proceed to hear an application in the absence of any party.
- 8 The Regulatory Commission may consider any matter pursuant to these Regulations on the basis of written submissions only, should the applicant and Participant not wish to be present or represented in person.

### APPLICATION FOR AN INTERIM SUSPENSION ORDER BEFORE A CHARGE

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#### Notice of Application

- 9 The Chief Regulatory Officer must give simultaneous written notice of the application to the Judicial Panel Chairman and the Participant in respect of whom the application is being made.
- 10 The notice must:
  - 10.1 set out a brief summary of the basis of the application; and
  - 10.2 confirm that the applicant has obtained the agreement of the relevant League and, where applicable, the Professional Footballers' Association in accordance with Rule E16 (such confirmation shall be conclusive evidence of the fact that such agreement has been obtained).

## DISCIPLINARY REGULATIONS

### Composition of the Regulatory Commission

- 11 Upon receipt of the application, the Judicial Panel Chairman shall select a Regulatory Commission to consider the application. Subject to paragraph 12 below, such selection shall be in accordance with any applicable selection policy in force from time to time.
- 12 The Regulatory Commission considering the application shall be chaired by a barrister or solicitor of seven or more years' standing.

### Application

- 13 Within two Business Days of providing the notice of application, the applicant must provide to the Chairman of the Regulatory Commission (via The Association's Legal and Governance department) and the Participant full details of the application, to include the written submissions and all evidence or material of whatever nature relied upon in support of the application.

### Responses

- 14 Within two Business Days of receipt of the application and supporting evidence / material, the Participant must provide to the Chairman of the Regulatory Commission (via The Association's Legal and Governance department) and the applicant their written submissions and all evidence or material of whatever nature to be relied upon in response to the application.
- 15 The applicant shall have two Business Days to provide a response, if any, to the Participant's submissions and supporting evidence / material provided in accordance with paragraph 14 above. This response must be provided to the Chairman of the Regulatory Commission and the Participant.

### Regulatory Commission Procedure

#### *Timing*

- 16 The Regulatory Commission shall hear the application at the earliest opportunity, but no earlier than the second day after the provision of either:
  - 16.1 the response by the Participant in accordance with paragraph 14 above; or
  - 16.2 where applicable, the response by the applicant in accordance with paragraph 15 above.

#### *Hearing*

- 17 The following procedures shall be followed, unless the Regulatory Commission considers it appropriate to amend them:
  - 17.1 a summary of the basis for the application will be put forward by the applicant, followed by the Participant who shall put forward a summary of the points to be raised on their behalf;
  - 17.2 the applicant and the Participant, in that order, may then address the Regulatory Commission and put forward all submissions and all evidence of whatever nature relied upon;
  - 17.3 each party and the Regulatory Commission shall have the opportunity to put questions in respect of any matter presented by either party;
  - 17.4 in conclusion, the applicant and the Participant in that order may make a closing submission.
- 18 Where a party seeks to rely on submissions, evidence or material of whatever nature at the hearing but has not given notice in accordance with these Regulations, the Regulatory Commission shall have a discretion whether or not to take that matter into account.



## DISCIPLINARY REGULATIONS

### *Decision*

- 19** The Regulatory Commission may:
- 19.1** make an Interim Suspension Order, but only:
    - 19.1.1** where the applicant has established to the satisfaction of the Regulatory Commission the matters set out in Rule E16(a)(i) and (ii); and
    - 19.1.2** in accordance with Rule E16(c).
  - 19.2** dismiss the application;
  - 19.3** make any other order as it considers appropriate.
- 20** Where the Regulatory Commission makes an Interim Suspension Order, it must determine and state as part of the Interim Suspension Order, the Review Period. The Review Period for Interim Suspension Orders made in accordance with paragraphs 9 to 19 shall be no more than 21 days from the date of the Interim Suspension Order.

### **PERIODIC REVIEW**

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#### **General**

- 21** A Participant in respect of whom an Interim Suspension Order has been made may apply to have the Interim Suspension Order reviewed by a Regulatory Commission:
- 21.1** in respect of an Interim Suspension Order issued by a Regulatory Commission before a Charge in accordance with Rule E16(a), before the expiry of the Review Period; or
  - 21.2** in respect of an Interim Suspension Order issued by the Chief Regulatory Officer after a Charge in accordance with Rule E16(d), once the Interim Suspension Order has been issued.

#### **Notice of Application for Review**

- 22** The Participant must give simultaneous written notice of the application to the Judicial Panel Chairman and the Chief Regulatory Officer. The notice may be sent by email, fax or post.
- 23** The notice must set out a brief summary of the basis of the application.

#### **Composition of the Regulatory Commission**

- 24** Upon receipt of the application, the Judicial Panel Chairman shall select a Regulatory Commission to consider the application. Such selection shall be in accordance with any applicable selection policy in force from time to time. Subject to any representations by the parties, a Regulatory Commission which considers a review application may include all or any of the same Regulatory Commission members that imposed the Interim Suspension Order or any of the Regulatory Commission members that subsequently reviewed it.

#### **Application**

- 25** Within two Business Days of providing the notice of application, the Participant must provide to the Chairman of the Regulatory Commission (via The Association's Legal and Governance department) and the Chief Regulatory Officer full details of the application, to include the written submissions and all evidence or material of whatever nature relied upon in support of the application.

## DISCIPLINARY REGULATIONS

### Responses

- 26** Within two Business Days of receipt of the application and supporting evidence / material, the Chief Regulatory Officer must provide to the Chairman of the Regulatory Commission (via The Association's Legal and Governance department) and the Participant their written submissions and all evidence or material of whatever nature to be relied upon in response to the application.
- 27** The applicant shall have two Business Days to provide a response, if any, to the Participant's submissions and supporting evidence / material provided in accordance with paragraph 26 above.

### Regulatory Commission Procedure

#### *Timing*

- 28** The Regulatory Commission shall hear the application at the earliest opportunity, but no earlier than the second day after the provision of either:
- 28.1** the response by the Chief Regulatory Officer in accordance with paragraph 26 above; or
  - 28.2** where applicable, the response by the Participant in accordance with paragraph 27 above.
- 29** The Association shall notify the parties of the hearing location and arrangements.

#### *Hearing*

- 30** The following procedures shall be followed, unless the Regulatory Commission considers it appropriate to amend them::
- 30.1** a summary of the basis for the application will be put forward by the Participant, followed by the Chief Regulatory Officer who shall put forward a summary of the points to be raised on their behalf;
  - 30.2** the Participant and the Chief Regulatory Officer, in that order, may then address the Regulatory Commission and put forward all submissions and all evidence of whatever nature relied upon;
  - 30.3** each party and the Regulatory Commission shall have the opportunity to put questions in respect of any matter presented by either party;
  - 30.4** in conclusion, the Participant and the Chief Regulatory Officer in that order may make a closing submission.
- 31** Where a party seeks to rely on submissions, evidence or material of whatever nature at the hearing but has not given notice in accordance with these Regulations, the Regulatory Commission shall have a discretion whether or not to take that matter into account.

#### *Decision*

- 32** The Regulatory Commission may make any order in respect of the Interim Suspension Order as it considers appropriate including, but not limited to, ordering that it continue in force, extending it, modifying it or removing it.
- 33** The Regulatory Commission may only order an Interim Suspension Order to continue in force:
- 33.1** where the Chief Regulatory Officer has established to the satisfaction of the Regulatory Commission the matters set out in Rule E16(a)(i) and (ii); and
  - 33.2** in accordance with Rule E16(c).

## DISCIPLINARY REGULATIONS

- 34 Where the Regulatory Commission orders that an Interim Suspension Order is to continue in force, it must determine and state as part of the order, the Review Period. The Review Period shall be no more than 21 days from the date of the last review.

### *Further Review*

- 35 For as long as an Interim Suspension Order remains in place, a Participant in respect of whom an Interim Suspension Order has been made shall be entitled to apply to have the Interim Suspension Order further reviewed by a Regulatory Commission before the expiry of the Review Period.

### **Costs**

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- 36 Any costs incurred in bringing, or responding, to an application for (or review of) an Interim Suspension Order shall be borne by the party incurring the costs. Any costs incurred in relation to the selection and conduct of the Regulatory Commission may be ordered by the Regulatory Commission to be paid by either party.

### **Challenge**

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- 37 A decision of the Regulatory Commission made pursuant to these Regulations shall be final and binding with no right of further challenge.

# DISCIPLINARY REGULATIONS

## G: APPENDICES

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### APPENDIX I: DEFINITIONS

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**Affiliated Association Secretary** means the secretary of the appropriate Affiliated Association and any person nominated to discharge a part of the regulatory and disciplinary administration of the Affiliated Association;

**Aggravated Breach** means Misconduct of a manner prescribed in Rule E3(2);

**Anti-Doping Rule Violation** means a breach of Anti-Doping Regulations 3-12 (inclusive);

**Assistant Referee** means a person qualified under The Association's Regulations for the Registration and Control of Referees who may be appointed as a Match Official;

**CAS** means the Court of Arbitration for Sport;

**Charge** means written notice served on a Participant by The Association which sets out facts and matters of alleged Misconduct committed by that Participant and which serves to commence disciplinary proceedings against them;

**Club Secretary** means the secretary of the appropriate Club and any person nominated to discharge a part of the regulatory and disciplinary administration of the Club;

**Compensation Claimant** shall have the meaning given to it in paragraph 52 of Part A: General Provisions to these Disciplinary Regulations;

**Council Panel Members** means those individuals who are appointed by the Committees Appointment Panel of Council from among Members of Council from time to time by the Judicial Panel Monitoring Group to be Panel Members in accordance with Clauses 4.1.1 and 4.2 to 4.4 of the Terms of Reference for the Composition and Operation of the Judicial Panel;

**Disciplinary Commission** means a commission established by the appropriate Affiliated Association;

**Disciplinary Commission Secretary** means a person appointed to act as a secretary to a Disciplinary Commission;

**EFL** means The English Football League Limited;

**EFL Leagues** mean the Leagues organised by the EFL for Clubs in membership of the EFL;

**First Team Competitive Match (or FTCM)** means a first team competitive Match in the following Competitions: FA Challenge Cup, FA Challenge Trophy, Premier League, EFL Leagues, EFL Cup, EFL Trophy, National League, The FA WSL, The FAWC and FA Women's Challenge Cup;

**Football Category** means one of the following categories of football played in (and outside) the National League System: Saturday Football, Sunday Football, Midweek Football, Representative Football, Veterans Football, Further Education Football and Youth Football;

**Football Panel Members** means those individuals with appropriate experience of the game of association football who are appointed from time to time by the Council Panel Members to be Panel Members in accordance with Clauses 4.1.2 and 4.2 to 4.5 of the Terms of Reference for the Composition and Operation of the Judicial Panel

**Friendly Match** means any Match sanctioned or regarded by The Association or an Affiliated Association as a friendly Match;

**Judicial Panel** means the judicial panel of The Association appointed by Council from time to time from which Regulatory Commissions and Appeal Boards are appointed to hear disciplinary and other cases and appeals;

**Judicial Panel Chairman** means the chairman of the Judicial Panel, as appointed by Council from time to time in accordance with the Terms of Reference for the Composition and Operation of the Judicial Panel, or their nominee;

**Judicial Panel Monitoring Group** means the group of that name established by the Football Regulatory Authority;

**League** means a league competition sanctioned by The Association and/or an Affiliated Association;

## DISCIPLINARY REGULATIONS

**Non-First Team Competitive Match** (or **NFTM**) means all Matches other than (i) First Team Competitive Matches and (ii) Friendly Matches;

**Notice of Appeal** shall have the meaning given to it in paragraph 5 of Part C: Appeals - Non-Fast Track to these Disciplinary Regulations;

**Notification Date** shall have the meaning given to it in paragraph 4 of Part C: Appeals - Non-Fast Track to these Disciplinary Regulations;

**Panel Members** means together, the Council Panel Members, the Football Panel Members and the Specialist Panel Members of the Judicial Panel from time to time;

**Participant Charged** means a Participant that has been served with a Charge;

**Preliminary Application** means an application made by a party to disciplinary proceedings for issues to be dealt with on a preliminary basis;

**Provisional Hearing** means an expedited abbreviated hearing on notice that occurs prior to the full hearing of a Charge and provides the Player with an opportunity to make representations, whether written or oral, in respect of a Provisional Suspension only;

**Provisional Suspension** means a Player or other person is barred temporarily from participating in any football or football activity prior to the final decision in respect of an Anti-Doping Rule Violation at a Regulatory Commission hearing;

**Referee** means a person qualified under The Association's Regulations for the Registration and Control of Referees who may be appointed as a Match Official;

**Reply** means a written response to a Charge;

**Respect Offence** shall have the meaning given to it in paragraph 69 of Section Three of Part D: On-Field Regulations to these Disciplinary Regulations;

**Response** shall have the meaning given to it in paragraph 8 of Part C: Appeals - Non-Fast Track to these Disciplinary Regulations;

**Review Period** means, in relation to an Interim Suspension Order, the period during which the Participant will be entitled to have the Interim Suspension Order reviewed by a Regulatory Commission;

**Rules** shall mean the Rules of the Association (and **Rule** shall be construed accordingly);

**Specialist Panel Member** means professionally qualified and/or appropriately experienced individuals (who, if Barristers or Solicitors, shall be of seven or more years' standing) who are appointed from time to time by the Judicial Panel Monitoring Group to be Panel Members in accordance with clauses 4.1.3, 4.2 and 4.5 of the Terms of Reference for the Composition and Operation of the Judicial Panel;

**Standard Case** means a case designated as such by The Association in accordance with the provisions of Part E: Fast Track Regulations to these Disciplinary Regulations;

**Standard Penalty** means a standard penalty, determined by The Association in accordance with a tariff of standard penalties in force from time to time, to be applied in relation to Standard Cases in accordance with the provisions of Part E: Fast Track Regulations to these Disciplinary Regulations.

**Technical Area** shall have the meaning given to it in Law 1 of the Laws of the Game;

**Technical Area Occupant** means a person (other than a Player) permitted to occupy the Technical Area under the rules or regulations of the relevant Competition;

**The FAWC** means The FA Women's Championship;

**The FA WSL** means The Football Association Women's Super League;

**Youth Football** means any Matches played in youth football that do not fall within Category 2 as set out in paragraph 1.2 of Part D: On-Field Regulations to these Disciplinary Regulations.

## DISCIPLINARY REGULATIONS

### APPENDIX II: COUNTY AND OTHER AFFILIATED ASSOCIATIONS – HEARINGS BEFORE DISCIPLINARY COMMISSIONS

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#### Disciplinary Commission Members and Secretaries

- 1 A Disciplinary Commission must be chaired by a Chairman that has completed The FA Chairman training and passed the online assessment within the previous two years.
- 2 At least one member of the Disciplinary Commission shall be independent.
- 3 A Disciplinary Commission may appoint members from outside of the Affiliated Association Council. Members of the County Local Football Association Anti-Discrimination Panel are eligible for all Disciplinary Commission appointments and are co-opted members to the County Disciplinary Committee.
- 4 All Disciplinary Commission members must have completed and passed the relevant online assessment as communicated by The Association from time to time.
- 5 A Disciplinary Commission Secretary must attend all Disciplinary Commissions. Neither the Chairman of the Disciplinary Commission nor any of the members of the relevant Disciplinary Commission may act as Disciplinary Commission Secretary.
- 6 The Disciplinary Commission Secretary must have completed The FA Secretary training and passed the online assessment within the previous two years.

#### Attendance of Children at Personal Hearings

- 7 A child aged 13 or under must not appear at a Disciplinary Commission as either a witness or the Participant Charged. An alternative method should be adopted which could include:
  - 7.1 convening a meeting to bring the parties together to talk through the issues.
  - 7.2 the Affiliated Association Welfare Officer talking to the child to warn them about their behaviour. A parent/carer should be present at any meeting.
  - 7.3 the Affiliated Association Welfare Officer obtaining a written statement from the child, with the Disciplinary Commission proceeding on the basis of written submissions. The Affiliated Association Welfare Officer may need to write the statement in conjunction with the child and parent/carer.
  - 7.4 convening a private meeting between the child and Affiliated Association Welfare Officer to establish the child's version of events, with the Affiliated Association Welfare Officer reporting verbally to Disciplinary Commission. The Affiliated Association Welfare Officer should make a contemporaneous note of the meeting and a parent/carer should be present throughout.
- 8 A child between the ages of 14 and 18 years inclusive may attend a Disciplinary Commission provided that:
  - 8.1 they understand it is their duty to speak the truth;
  - 8.2 their evidence is sufficiently important to justify it being heard;
  - 8.3 the appropriate procedures relating to minors are adopted. The child must be accompanied by a parent/carer.
- 9 Where a Disciplinary Commission is considering matters in adult football involving a child between the ages of 16 and 18 (inclusive), best practice would be to follow the guidance established for adults, except in cases where the individual has learning development needs. Those with learning development needs should be treated in a manner consistent with their mental capacity. If the suggestion is that the Participant has the cognitive reasoning of a child of a particular age, that age appropriate guidance should be followed.

## DISCIPLINARY REGULATIONS

### Young people as witnesses

- 10 Evidence should only be received from young people (accompanied by a responsible adult) in front of the Disciplinary Commission, the Disciplinary Commission Secretary, the Participant Charged and their representative.
- 11 All others present at a hearing must remove themselves from the hearing whilst a young person is giving evidence.
- 12 Questions are to be asked by the Chairman of the Disciplinary Commission only.
- 13 At the end of the questioning the representative or Participant Charged will be asked whether there are any other questions that they believe should be asked of the witness.
- 14 If required additional questions may be put to the witness but only by the Chairman of the Disciplinary Commission.
- 15 Once all the questioning has been completed the young person will then leave the Disciplinary Commission room and will not be required to remain for the remainder of the hearing.

### Disciplinary Commission Procedures

#### *Case Papers*

- 16 Case papers shall ordinarily be distributed:
  - 16.1 in the case of a personal hearing, to the Participant Charged and the Disciplinary Commission at least three days prior to the hearing; and
  - 16.2 in the case of hearing being conducted on written submissions, to the Disciplinary Commission at least one day prior to the hearing.

#### *Personal Hearings*

- 17 The duties of the Disciplinary Commission Secretary at a personal hearing shall include calling the evidence to be submitted in support of the Charge and generally assisting the Disciplinary Commission in its determination of the Charge.
- 18 A Participant Charged may be represented in accordance with, and subject to, paragraphs 10 and 11 of Part A: General Provisions.
- 19 The Participant Charged and any representative shall be admitted to the hearing. The Disciplinary Commission shall satisfy itself that the Participant Charged has had details of the Charge.
- 20 Evidence (including witness evidence) in support of the Charge shall be received by the Disciplinary Commission. In cases concerning a report from a Match Official, that report shall be received in evidence first. This report may have been submitted by email or through a web-site, in accordance with accepted procedures of The Association.
- 21 The Participant Charged or their representative shall have the right to ask questions relevant to the matters in issue of any witness in support of the Charge.
- 22 After evidence in support of the Charge has been received by the Disciplinary Commission, any written statement made by the Participant Charged shall be considered by the Disciplinary Commission. The Participant Charged may then give evidence on their own behalf and in such event they may have questions asked of them by the Disciplinary Commission. The Participant Charged or their representative may then submit evidence and call witnesses.
- 23 At any time the Chairman and members of the Disciplinary Commission may ask questions of any witness or any representative. The Disciplinary Commission may draw such inferences as it considers appropriate from the failure of the Participant Charged to give evidence or answer a question put to them.

## DISCIPLINARY REGULATIONS

- 24 In the event of the evidence submitted in answer to the Charge disclosing a point which the Disciplinary Commission considers was not covered in the evidence of, or not put to, any witness in support of the Charge, the Disciplinary Commission may recall any witness and ask questions of them. The Participant Charged or their representative may also ask questions as at paragraph 21 above.
- 25 The evidence having been completed to the satisfaction of the Disciplinary Commission, the Participant Charged or their representative shall be entitled to make closing submissions based upon the evidence, but this may not include reference to facts not disclosed in the evidence presented to the Disciplinary Commission.
- 26 At the conclusion of the closing submissions, all persons shall withdraw from the Disciplinary Commission room whilst the Disciplinary Commission considers the evidence and submissions presented to it and determines whether the Charge has been proven or not. After reaching its decision, the Disciplinary Commission shall recall the Participant Charged and their representative. The Disciplinary Commission Secretary shall announce whether the Charge has been found proven or not proven.
- 27 If the Charge is found not proven the hearing will be declared closed.
- 28 If the Charge is found proven details of the record of Misconduct of the Participant Charged shall be received by the Disciplinary Commission. The Participant Charged, or their representative, may then make a plea in mitigation.
- 29 At the conclusion of the plea in mitigation, the Participant Charged and their representative shall again withdraw from the Disciplinary Commission room and the Disciplinary Commission shall determine what order or orders, if any, shall be made under paragraph 40 of Part A: General Provisions Section Two.
- 30 Subject to paragraph 31 below, the Participant Charged and their representative shall then be re-admitted and informed of the decision of the Disciplinary Commission by the Disciplinary Commission Secretary. This shall subsequently be confirmed in writing.
- 31 A Disciplinary Commission may, where it considers it appropriate, not announce its decision at the hearing but inform the Participant Charged that such decision will be communicated to them in writing through their Club Secretary.



# DISCIPLINARY REGULATIONS

## APPENDIX III: DISCIPLINARY FINDINGS IN OTHER SPORTS

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### REGULATIONS RELATING TO CERTAIN DISCIPLINARY FINDINGS IN OTHER SPORTS

- 1 These Regulations came into effect on 1 August 2014.
- 2 These Regulations are made in accordance with Rule J of the Rules of The Association and are binding on all Participants.
- 3 Any breach of Regulation 5 may result in a charge of Misconduct under Rule E1(b) and shall be dealt with in accordance with the Rules of The Association.
- 4 Regulation 5 shall be given a broad and purposive construction in order to give effect to the purpose of protecting the integrity of football, and the perception of the integrity of football. Technical points of construction and procedure are secondary to those purposes.
- 5 It shall be a breach of this Regulation where any Participant is found by a court, tribunal or arbitral body to be in breach of a rule, regulation code, or equivalent, of any sport other than association football, concerning or related to any involvement in the following –
  - (I) Betting;
  - (II) Influencing the result, progress, conduct or any other aspect of or occurrence in a match, competition, race or event, for an improper purpose;
  - (III) Any competitor failing to perform to the best of their ability, for reward;
  - (IV) Offering or accepting any bribe, gift, reward or consideration of any nature related to any conduct within (II) OR (III) above;
  - (V) Failing to report any conduct within (IV) above;
  - (VI) Any attempt or agreement to do any act within (I) – (V) above.
- 6 No charge may be issued pursuant to Regulation 5 in respect of any finding that is the subject of an on-going appeal.
- 7 It shall be a defence to charge for a breach of Regulation 5 where a Participant can establish that the finding of a court, tribunal or arbitral body that a sport's rule, regulation or code, or equivalent has been breached, or the circumstances in which the finding was made, contravened natural justice.
- 8 The specific prohibition contained within Regulation 5 shall not fetter in any way The Association's ability to bring a charge for Misconduct contrary to Rule E3 of The Rules of The Association in respect of a finding that a Participant has breached any rule, regulation or code, or equivalent, of any sport other than association football, where such Misconduct by the Participant does not fall within the terms of Regulation 5.

# DISCIPLINARY REGULATIONS

## APPENDIX IV: SMALL-SIDED FOOTBALL – DISCIPLINE PROCESS

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### THE FOOTBALL ASSOCIATION DISCIPLINE PROCESS FOR SMALL-SIDED FOOTBALL

#### Introduction

Implementing an effective disciplinary process is an important factor for all formats of football, helping to establish a quality, organised, safe and enjoyable football experience for all players and officials. The issue of discipline is of equal importance in Small Sided Football as it is in the 11v11 football, and subsequently should be shown proper attention and regard by Small Sided Football providers when organising their competitions; particularly if the competitions wish to be appropriately sanctioned and affiliated to The Association.

The Association has developed this disciplinary process to accommodate the varied and different needs of Small Sided Football. The Association recognises that applying the same disciplinary processes to Small Sided Football as it does in 11v11 football does not satisfactorily meet the differing demands of this version of the game. However, this does not mean that The Association takes ill-discipline in Small Sided Football any less seriously.

It is important to note for all Small Sided Football providers, that failure or disregard in establishing and effectively implementing these disciplinary processes can and will lead to The Association removing affiliation and classifying providers competitions as being unsanctioned by The Association.

For all Small Sided Football providers that affiliate to The Association nationally it is a condition of affiliation to agree to abide by the 'Heads of Agreement' that clearly state that the provider will manage disciplinary issues in accordance with this disciplinary process.

It is recommended that County FAs that affiliate local Small Sided Football providers establish similar agreements.

The implementation of this disciplinary process will help create a safer and more enjoyable football environment for Small Sided Football players and officials, but also importantly for the providers it can assist in retaining Participants playing in their competitions.

#### 1. Discipline Ownership & Control

All issues of discipline that occur at a Small Sided Football provider affiliated to The Association fall under the jurisdiction of the local County FA.

The ability for Small Sided Football providers to manage discipline in their competitions for incidents outlined in Table 1 below have been delegated to the provider by the local County FA.

It is at the discretion of The Association to remove this delegated responsibility from a Small Sided Football provider if the provider is unable to demonstrate competence in handling and managing disciplinary issues. In such cases the responsibility for all discipline in that competition will be returned to the local County FA.

#### 2. Affiliation & Provision of Team Information

When affiliating competitions and slots to The Association or County FAs, all Small Sided Football providers must provide the following information for all teams playing in their competitions to ensure that disciplinary cases can be managed appropriately:

- Team Name
- Team Captain/Manager contact details (name, address, email or telephone number)

The Small Sided Football provider must also ensure that The Association or County FA is updated with accurate team information throughout the course of the affiliation period. Small Sided Football providers will not be affiliated unless this team information is provided accurately.

## DISCIPLINARY REGULATIONS

The only exceptions to this rule are outlined below:

### 2.1. Disciplinary Agreement:

On affiliation to The Association or County FA the Small Sided Football Provider signs the Disciplinary Agreement in Appendix B where the provider agrees to operate a comprehensive system of recording and maintaining accurate team and player details. This agreement also requires the Small Sided Football Provider to provide The Association/ County FA with team information (team name and team captain contact details) within 48 hours of receiving a request for this information. It also accepts that from time-to-time The Association or County FA may request to undertake a random spot-check of a Small Sided Football providers competition to ensure that the provider has accurate team information for all teams in that competition.

As well as signing this Disciplinary Agreement, at the point of affiliation the Small Sided Football provider must also provide written evidence to The Association or County FA to demonstrate the current systems that they operate and maintain to record accurate team information.

If the Small Sided Football provider is able to comply with these points, the organisation will not be required to provide all team information to The Association / County FAs upon affiliation. If however, the Small Sided Football provider consistently fails to provide accurate team information when requested this privilege can be revoked by The Association.

### 2.2 FA Small Sided Football Accreditation

Small Sided Football providers that have attained The FA Small Sided Football Accreditation have demonstrated through the accreditation process that they have sufficient systems in place for recording and managing team information, and that as part of the accreditation they will provide The Association/County FAs with team details within 48 hours when requested in order for disciplinary cases to be managed. As a consequence, accredited Small Sided Football providers will not be required to provide team information upon affiliation.

## 3. Issuing of Cautions and 'Timed Suspensions'

In Small Sided Football yellow cards and associated cautions are not employed.

Referees should instead issue a blue card for a cautionable offence. The issuing of a blue card indicates that the recipient will serve an immediate 'timed suspension' ('sin bin').

The options for disciplining offenders are therefore as follows:

- Player shown a blue card and temporarily suspended from play
- Player issued with a discretionary second blue card and temporarily excluded from play
- Player issued with a red card and permanently excluded from play

A blue card offence should always be accompanied by a temporary suspension from play.

The period of timed suspension in Small Sided Football shall be two minutes. The release of Players from a temporary suspension should be at the direction of the Referee.

### 3.1. Recording of Blue Cards

In Small Sided Football cautionable offences that result in a blue card and a timed suspension from the match shall not be recorded and reported by the match official or Small Sided Football provider.

Blue card offences should not be reported back to the County FA, and no disciplinary fine shall be incurred by the player.

# DISCIPLINARY REGULATIONS

## 4. Disciplinary Procedures for Red Card Offences

### 4.1. 'Serious' Red Card Offences

Offences not classified in Table 1 below will be the responsibility of the local County FA. Once the County FA has reviewed the case the Small Sided Football provider along with the player will be informed of the outcome and any disciplinary action.

For these offences match official are required to complete the Disciplinary Report in Appendix A and submit a copy to the Small Sided Football provider and the relevant County FA.

### 4.2. 'Less Serious' Red Card Offences (as outlined in Table 1)

Offences classified within Table 1 should be dealt with by the Small Sided Football provider under the delegated-authority of the County FA covered in paragraph 1 above.

The match official should complete a 'Disciplinary Report' (Appendix A) and ensure that it is sent to the Small Sided Football provider.

The Small Sided Football provider should employ the following disciplinary tariff of suspensions in such cases as outlined in Table 1. The provider shall not fine the player.

Match Suspension Tariff:

Table 1	
OFFENCE	PENALTY (TO BE ADMINISTERED BY SMALL SIDED FOOTBALL PROVIDER)
Receiving a second 'blue card' in the same match	1 Match suspension
Denying a goal or an obvious goal scoring	1 Match suspension
Use of offensive, insulting or abusive gestures	2 Match suspension
Attempting to kick or strike another player Violent conduct Serious foul play	3 Match suspension

## 5. Remit of Disciplinary Action

Any suspensions for offences dealt with by the County FA that are not covered in Table 1 apply to all levels of football (i.e. 11 a side and Small Sided Football).

Red cards administered in Small Sided Football for offences within Table 1 are the responsibility of the organiser to deal with according to The Association's recommended tariff of suspensions and are from Small Sided Football only.

## 6. Personal Liability for 'Serious' Disciplinary Offences

Initial responsibility for a disciplinary issue will be with the individual that committed the offence. If this individual leaves the team but can be accurately identified, this individual shall retain responsibility for the payment of a fine and should be suspended from all forms of football until the fine is paid in accordance with the Football Debt Recovery Regulations.

If the individual responsible for the offence cannot be accurately identified, the responsibility for the payment of this fine will be with (in order of responsibility):

1. The small sided team that the individual played for when committing the offence.
2. The team captain of the team that the individual played for.

## DISCIPLINARY REGULATIONS

### 7. Implementation of Disciplinary Procedures

A robust disciplinary process can only operate if a record is kept of the identity of participating teams and Players.

All Small Sided Football providers should maintain details of participating teams and team contacts prior to the beginning of a competition. Providers should ensure that these details remain updated.

In addition Small Sided Football providers should identify a system whereby the identity of participating Players is recorded prior to a game commencing. These records should be retained by the Organisers and referred to in the event of a serious incident or on suspicion that a Player is playing whilst under suspension.

The existence of these systems (in line with paragraph 2 above) shall be a requirement before The Association or County FA will provide sanction to a competition taking place.

In order for an effective discipline, affiliation and Referees appointment procedure to exist a good working relationship should exist between the Small Sided Football provider and the County FA. County FA's and Small Sided Football providers should establish a 'Heads of Agreement' document which identifies the responsibilities of each party in relation to maintenance of discipline and affiliation processes.

## APPENDIX A

### SMALL-SIDED FOOTBALL DISCIPLINARY REPORT

How to use:

- The Referee should complete this form after a red-card has been issued.
- One form should be completed for each red-card.
  - The first copy of this form should be retained by the Small Sided Football provider
  - The second to be retained by the Referee
  - The third copy should be forwarded to the County FA (Red Cards Type Two Offences only)

Referees must report to the local County FA **all** Red Card Type Two Offence.

Venue	
Date	
Player	
Team	
Opposition Team	

I have disciplined this player for the following Offence:

## DISCIPLINARY REGULATIONS

CARD TYPE	OFFENCE	PLEASE TICK
Red Card Type One	Denying a goal or an obvious scoring opportunity by physical means or by deliberately handling the	
	Use of offensive, insulting or abusive language/ gesture (including at a Referee)	
	A second blue card offence	
	Violent conduct	
	Serious Foul Play	
Red Cards Type Two (to be managed by County FA)	Serious Violent Behaviour causing injury, including any form of assault	
	Spitting	
	Any offences where the offender has also acted in a discriminatory manner for reasons of ethnic origin, colour, race, religion, sex, sexual orientation, disability	
	Any other offence not covered above including offences after the match or after being dismissed	

Notes of incident	
-------------------	--

Referee Name: .....

Signature: .....

Email Address: .....

Date: .....

# DISCIPLINARY REGULATIONS

## APPENDIX B

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### SMALL SIDED FOOTBALL PROVIDER DISCIPLINARY AGREEMENT

This Disciplinary Agreement must be signed and adhered to by a Small Sided Football provider upon affiliating to The Association or County FA if they do not wish to submit all team information details as part of the affiliation process.

The Small Sided Football provider agrees to adhere to the following:

- 1 The Small Sided Football provider agrees to appropriately affiliate all leagues and teams to The Association or County FA for the duration of this agreement.
- 2 The Small Sided Football provider will work with The Association and appropriate County FAs to manage and maintain a robust discipline process in their competitions and will adhere to The Football Association Small Sided Football Disciplinary Policy.
- 3 The Small Sided Football provider will promptly forward all incident reports to the relevant County FA for every sending off for offences not covered under Table 1 of the procedures that occurs in their competitions within 5 working days. The Small Sided Football provider will manage suspensions and disciplinary incidents that are considered 'less serious' and are covered within Table 1. in line with The Football Association Small Sided Football Disciplinary Policy.
- 4 The Small Sided Football provider will provide within 48 hours after receiving a request from a County FA the details of players that are involved in offences being dealt with by the County FA. If the Small Sided Football provider is unable to identify or provide details for the player involved, as a minimum the Small Sided Football provider must be able to produce the team captain / manager's name, address and contact details.
- 5 The Small Sided Football provider will ensure that suspended players are unable to play in their competitions for the duration of the player's suspension.
- 6 The local County FA will manage disciplinary incidents outlined in The Football Association's Small Sided Football Disciplinary Policy.
- 7 The County FAs will ensure that the Small Sided Football provider is made aware of all outcomes that affect Players involved in their competitions.
- 8 The County FAs will ensure that the Small Sided Football provider is informed of all Players that are suspended from participating in affiliated football.
- 9 The Small Sided Football provider will ensure that they operate a robust and thorough system of recording and maintaining accurate team and Player details in all of their affiliated competitions. The Small Sided Football provider at the point of affiliation will provide the County FA or The Association written details of this system that they operate.

## DISCIPLINARY REGULATIONS

- 10** The Association or County FA from time-to-time may request to undertake a spot-check of a Small Sided Football provider's competition to ensure that the provider has the necessary team details for all teams involved in the competition.

The Small Sided Football provider (named below) agrees to adhere to all of the points listed in this Disciplinary Agreement during the period of affiliation to The Association or County FA.

This agreement needs to be signed by the Small Sided Football provider and returned to either The Association or County FA at the point of affiliation.

Name of Small Sided Football provider:	
Name of Senior Representative at the Small Sided Football provider:	
Role at the Organisation:	
Signed:	
Date:	



# KIT AND ADVERTISING REGULATIONS

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## Introduction

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These Regulations are made pursuant to FA Rule J2 and The Association's Regulation's for the Registration and Control of Referees. Clubs are also referred to the Laws of the Game.

All references to a club or clubs in these Regulations include any team, whether or not part of a club.

Clubs participating in International competitions must also comply with all relevant regulations of FIFA, UEFA and other Confederations.

It is recommended that clubs and football boot and clothing manufacturers seeking clarification of any of the regulations do so by referring to the specific competition rules and The Association.

We would encourage clubs and football boot and clothing manufacturers to seek feedback at the earliest possible time, in relation to designs and advertising from The Association and their specific competition. Clubs and manufacturers are reminded to obtain the necessary permissions before manufacture.

## Definitions and Interpretation

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**"Advertising"** means any designation, message, logo, trademark, name or emblem of any nature.

**"Clothing"** means the Match clothing of a Player, Club Official or Match Official and shall include without limitation shirts, shorts, socks, undershorts, t-shirts (or any other item of clothing worn under the shirt), sweat-bands, headbands, hairbands, caps, captain's armband, tracksuits, "walk on" jackets (i.e. that worn by Players for the pre-match player line up), gloves, waterproofs, sweat tops, sock tie-ups. Also, any outer garments worn by substitutes and Club Officials in the Technical Area at any time. Save where stated to the contrary, Football Boots are not considered as Clothing.

**"Clothing manufacturer"** means any undertaking that carries out the business of the manufacture or licensing of football clothing and has been appointed by the Club concerned to supply the clothing.

**"Club Officials"** in these Regulations includes any Club Official as defined in the Rules who has team duties such as managers, coaches, physiotherapists, and doctors and includes any person who takes up a position in the Technical Area at any time during a Match.

**"Football Boots"** means any footwear worn during the period of a Match by a Player or Match Official.

**"Other Equipment"** means medical bags, kit bags, blankets, towels, bottles and any medical equipment worn by a Player (including head protection, face masks, casts, kneepads or knee braces, elbow pads) that may be used on the field of play and / or in the Technical Area.

**"Technical Area"** shall have the meaning given to it in the Laws of the Game.

[Note: In calculating the area of any Advertising referred to in these Regulations, the usual mathematical formula will be used, and any outlines or box surrounds of the relevant designation, message, name, logo, emblem or mark, and all included space, shall be considered as part of the area of Advertising. If any further guidance is needed please contact The Association – sanctioning@thefa.com ]

### A. GENERAL

1. Save as set out in these Regulations, Advertising on Clothing and Football Boots is prohibited during the period of a Match. This applies to Players, including substitutes, any others in the Technical Area, including Club Officials and to Match Officials. The rules of an Affiliated Association or Competition may provide that for matches under their jurisdiction a Club is obliged to obtain permission for any of the Advertising listed in Section C below, subject always to these Regulations. Clubs must seek the permission of the Competition organiser in order to wear any items of Clothing during any pre-match warm-up, ceremony or player line up that bear any slogan or message not otherwise covered by these Regulations (for example but not limited to a message of support regarding an ill team-mate).

## KIT AND ADVERTISING REGULATIONS

2. Where the rules of an Affiliated Association or Competition require a Club to obtain permission under A(1), a new application for permission must be made to the appropriate body each time it is proposed to amend the Advertising. Subject to the provisions of Section B2 and Section C(5) below, or any relevant provisions of the appropriate Competition, there is no restriction on the number of such applications that may be made during the course of each season.
3. Disciplinary action in accordance with the Rules may be taken against a Club, Player, Club Official or Match Official for any breach of these Regulations.
4. The appearance on, or incorporation in, any item of Clothing, Football Boots or Other Equipment of any distasteful, threatening, abusive, indecent, insulting, discriminatory or otherwise ethically or morally offensive message, or any political or religious message, is prohibited. The Advertising of tobacco products is prohibited.
5. A Club shall observe all recognised Advertising standards and in particular those of the Advertising Standards Authority.
6. Advertising entailing the use of numerals is permitted only if such numerals clearly form part of the Advertising and cannot in any way be confused with Players' shirt numbers.
7. No colour or design may be used in Advertising that might create problems of identification for Match Officials and/or opponents. The colour and design of the Clothing of opponents, goalkeepers and match officials must be taken into account.
8. Without limiting the effect of the above, in the case of a team comprising players all under the age of 18 years on 31 August in the current season, the appearance on or incorporation in any item of Clothing, Football Boots or Other Equipment of any reference whatsoever to a product, service or other activity which is considered by The Association as detrimental to the welfare, health or general interest of young persons, or is otherwise considered inappropriate, having regard to the age of the players, is prohibited.

It is the view of The Association that examples of such products, services or related activities would include, but are not limited to, age restricted products, services and related activities such as alcohol and gambling. Generally, reference to a public house or restaurant may be permissible, unless the establishment primarily or exclusively exists for the supply and consumption of alcohol (which is likely to be reflected in its alcohol licensing conditions). Alcoholic drinks, breweries and products, services or activities related to gambling are unlikely to be permissible under any circumstances.

Prior to entering into any contractual agreement with a product, activity or service that may be considered to be detrimental or inappropriate to young persons, clubs should contact The Association to seek approval.

9. Any issues arising in relation to the interpretation or effect of these Regulations shall be referred to The Association for its determination, which shall be final and binding (subject to provisions relating to Match Officials).
10. A Club shall supply on demand to The Association any item of Clothing for consideration as to whether it complies with these Regulations.

### **B. PERMITTED ADVERTISING (NOT RELATING TO SPONSORS)**

The following Advertising is permitted:

1. Club emblem and name
  - (i) On Football Boots

The officially designated Club emblem (or part thereof), name, initials, nickname or a trademark registered by the Club, or a combination of such, may appear without restriction.
  - (ii) On all other Clothing

The officially designated Club emblem (or part thereof), name, initials, nickname, foundation year or a trademark by the Club, or a combination of such, may appear:

- (a) once only on the front of the shirt, providing it does not exceed an area of 100 square centimetres (see Fig 1); and
- (b) once only anywhere on the shorts providing it does not exceed an area of 50 square centimetres (see Fig 2); and
- (c) once only on each sock providing it does not exceed an area of 50 square centimetres (see Fig 3).

An additional officially designated Club emblem (or part thereof), name, initials, nickname or a trademark registered by the Club, or a combination of such, may appear on each sock providing it does not exceed an area of 50 square centimetres and, where it appears on a sock, is covered when a Football Boot is worn (see Fig 3).

- (d) once only on each sock tie-up providing it does not exceed an area of 100 square centimetres. The sock tie-up may show the Player's name, Player's squad number, Competition name, sponsor designation and date of match or any combination of the same. Clubs must receive the approval of the Competition for the use of sock tie-ups.
- (e) No more than two of the officially designated Club emblem (or part thereof), name, initials, nickname, foundation year, a trademark registered by the Club or web site address, may appear on the collar or collar zone of a shirt and/or tracksuit. Any single item may be used once only. Each item to have a surface area not exceeding 12 square centimetres, and any lettering in written / text identifications must not exceed 2 centimetres in height (see Fig 5). The collar zone is a 5 centimetre band starting at the base of a clearly defined collar.
- (f) The club may incorporate one of its types of club identification or parts thereof, in jacquard weave form, as tonal print or by embossing the shirt and/or shorts. There is no limitation as to the number, size and positioning of the type of club identification chosen.

The design of such jacquard weave may also be the names of individuals (eg club supporter) providing each is limited to 20 square centimetres, with unlimited repeats being acceptable. Clubs must receive the approval of the Competition to apply the names of individuals into a jacquard weave or similar technique.

The jacquard weave must be incorporated in the main colour and/or in one of the minor colours. It must not dominate, contain a contrasting colour, or affect the distinctiveness of the kit.

- (g) once only on the front of any walk on jackets and outer garments of Clothing including that worn by substitutes and Club Officials in the Technical Area at any time with size and positioning consistent with B1(ii)(a) and (b) above, except that there are no restrictions as to the position and size of the Club name. In addition once only on the back with no restriction as to the position or size.
- (h) Once only without restriction of location on:
  - (a) Goalkeeper's gloves and outfield player's gloves up to a maximum area of 20 square centimetres.
  - (b) sweatbands, headbands, goalkeeper's caps (see Fig 4) and hairbands up to a maximum area of 50 square centimetres.

### 2. Clothing Manufacturer

#### (i) On Football Boots

The established mark, logo, name or model/style of Football Boots or their manufacturer, or a combination of the same, may appear without restriction.

## KIT AND ADVERTISING REGULATIONS

(ii) On all other Clothing

The established mark, logo or name of a Clothing manufacturer, or a combination of the same, may appear once only:

- (a) on the shirt and on the shorts provided it is an area no greater than 20 square centimetres (see Fig 7).
- (b) on each of a goalkeeper's gloves, on a goalkeeper's cap, sweatbands, headbands and hairbands provided such does not exceed an area of 20 square centimetres (see Fig 6).
- (c) on each of an outfield player's gloves provided such does not exceed an area of 20 square centimetres.
- (d) on the front and back of any t-shirt or any other item of Clothing worn under the shirt provided such does not exceed an area of 20 square centimetres and this is not visible outside the playing shirts during the period of the Match.
- (e) on undershorts worn under playing shorts provided such does not exceed an area of 20 square centimetres and this is not visible outside the playing shorts during the period of the Match.
- (f)
  - (i) The established mark, logo or name of a Clothing manufacturer, or a combination of the same, may also appear up to twice on each sock between the top edge and the ankle, provided that it is an area no greater than 20 square centimetres for such mark, logo or name (or combination thereof) where it appears once on each sock or 10 square centimetres where it appears twice on each sock. It may be incorporated into the design of the socks, but must be limited to 10 square centimetres repeats and must be restricted to any turn-over on the socks (see Fig 8).
  - (ii) An additional established mark, logo or name of a Clothing manufacturer, or a combination of the same, may appear once only on each sock providing it does not exceed an area of 50 square centimetres and it is not visible when wearing a Football Boot.
- (g)
  - (i) An additional established mark, logo or name of the Clothing manufacturer may be used once or repeatedly on either/or both sleeves as part of the design on the trim or taping of shirts, shorts and socks. Such trim or taping shall be limited to down the outer seam of the shirt (armhole to the bottom of the shirt), or the length of the sleeve (neck to cuff), or across the bottom of each sleeve (cuffs) and to the bottom edge of the shorts or down the outer seam of the shorts and across the top edge of the socks (see Fig 9).
  - (ii) The mark, logo or name of the Clothing manufacturer which appears once or repeatedly, as part of the design on the trim or taping of the shirts, shorts and socks shall be restricted to a maximum width of 10cm on the shirts and shorts and to a maximum width of 5cm on brand-new (unworn) socks (see Figs 8 and 9).
- (h) An established mark, logo or name or combination of the Clothing Manufacturer must appear on all Clothing of all Players and Club Officials wherever such Advertising appears consistent with the size and positioning set out at B.2(ii) above. Once submitted to and approved by a Competition, the established mark, logo or name or combination on players' and Club Officials' Clothing may not be modified during the course of that season, without the approval of the Competition.
- (i) In addition to the club identification, the manufacturer may incorporate one of its types of identification in jacquard weave form or by embossing in the shirt and/or shorts. The type of manufacturer identification chosen must not exceed 20 square centimetres. There is no limitation as to the number and positioning of the type of manufacturer identification chosen.

## KIT AND ADVERTISING REGULATIONS

The jacquard weave must be incorporated in the main colour and/or one of the minor colours. It must neither dominate nor affect the distinctiveness of the kit.

### 3. Product marks and seals of quality

#### (i) On Football Boots

The official licensing product mark or seal of quality is permitted on the outside of Football Boots without restriction.

#### (ii) On all other Clothing

An official licensing product mark or seal of quality is permitted on the outside of the Clothing only if Competition rules so allow. When placed on a shirt, such mark or seal may not exceed 10 square centimetres in size and shall be placed on an area which is hidden when the shirt is tucked inside the shorts.

A second, smaller licensing mark or seal of quality is allowed on the shirt which must not exceed 5 square centimetres and must be placed along the torso outer seam. In addition to any licensing product mark(s) or seal(s) of quality which may appear on the shirt, such a mark or seal is permitted on the shorts. It may not exceed 5 square centimetres.

### 4. Numbers

#### (i) On Football Boots

A Player's shirt number may appear on his boots without restriction.

#### (ii) On all other Clothing

Where the Competition rules require a number on the back of the shirt, it should be clearly legible and positioned in the centre of the back of the shirt.

The number should be between 20 cm and 35 cm in height with provision for each competition to set specific criteria.

A number may also appear on the front of the shorts which must correspond with the number on the shirt.

The number should be between 10 cm and 15 cm in height with provision for each competition to set specific criteria.

Subject to any Competition rules that may apply, the officially designated logo or name of the Competition (or combination of the same) or the officially designated Club emblem may appear once only on each of the player's shirt numbers providing the logo, name or combination does not exceed an area of 20 square centimetres. The officially designated logo or name of the Competition's designated charity or combination of the same may also appear once only on each of the player's shirt numbers providing the logo, name or combination does not exceed an area of 20 square centimetres. No other Advertising or any other marking is allowed on players' shirt numbers.

### 5. Players Names and Personalisation

#### (i) On Football Boots

A Player's name, including any appropriate nickname or initials, may appear on that Player's boots without restriction. Other names, places, appropriate nicknames or numbers of personal significance to that Player (e.g. the name or birthday of a family member, or the number of playing appearances made) may also appear on that Player's boots without restriction.

#### (ii) On all other Clothing

The name of a player may appear on the back of shirts or tracksuits only if Competition rules so permit. The height of the lettering must not be greater than 7.5 centimetres.

## KIT AND ADVERTISING REGULATIONS

### 6. Other Logos

#### (i) On Football Boots

Except as permitted by paragraphs 1 – 5 above, the appearance of any logo of any description on a Player's Football Boots is prohibited.

#### (ii) On goalkeeper gloves

A goalkeeper's name, including any appropriate nickname or initials, may appear on the goalkeeper's gloves providing such name etc does not exceed an area of 20 square centimetres.

#### (iii) On all other Clothing

(a) The officially designated logo or name of an Affiliated Association or Competition may appear once only on each sleeve of shirts, provided Affiliated Associations or Competition rules so permit. Such mark must appear between the shoulder seam and the elbow and must not exceed 100 square centimetres.

(b) The officially designated logo, name of any awards or titles won in previous seasons or commemorative occasions (which may include any match details e.g. date, venue, opponents) or a unique number for each Player that represents their place in the chronological list of Players that have played for that Club may appear on shirts, provided such does not exceed an area of 100 square centimetres and permission has been granted from the Competition in which the kit is to be worn.

(c) A single image of the national flag of the country to which the Club is affiliated may appear once only on each sleeve of the playing shirt provided that the rules of the Affiliated Associations and the Competition so permit and that it does not exceed an area of 25 square centimetres.

(d) The officially designated name, logo or emblem of a registered charity may appear once only on shirts, provided that such name, logo or emblem does not exceed an area of 100 square centimetres. Alternatively, such a charity name, logo or emblem may appear on shirts in the space reserved for the main club sponsor, either alone or in combination with a club sponsor logo, provided that a total area of 250 square centimetres is not exceeded.

Before any such charity name, logo or emblem is used on a kit, permission must be granted from the Competition in which the kit is to be worn. Such permission may only be granted on a maximum of three occasions in any one season.

(e) A Competition may request permission from The Association for the inclusion of a designated name, logo or emblem of an initiative to appear once only on shirts, provided that such name, logo or emblem does not exceed an area of 100 square centimetres. Alternatively, such a name, logo or emblem may appear on shirts in the space reserved for the main club sponsor, either alone or in combination with a club sponsor logo, provided that a total area of 250 square centimetres is not exceeded. Permission will be at the sole discretion of The Association.

(f) The captain of each team may wear an armband in accordance with Affiliated Association or Competition Rules. If worn the captain's armband must not include any form of Advertising or sponsorship. With the prior agreement of the Affiliated Association or Competition the captain's armband may include the official club emblem, the Affiliated Association or Competition logo, or any initiative or emblem that promotes the game of football.

**CLUB EMBLEM**

Regulation B.1



Figure 1

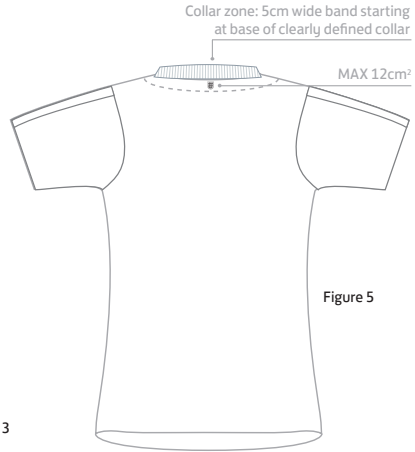


Figure 5



Figure 2



Figure 3

Logo must be covered when wearing boot  
MAX 50cm<sup>2</sup>

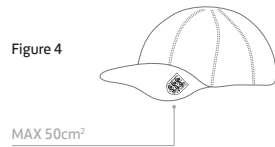


Figure 4

# KIT AND ADVERTISING REGULATIONS

## CLOTHING MANUFACTURER

Regulation B.2



Figure 7

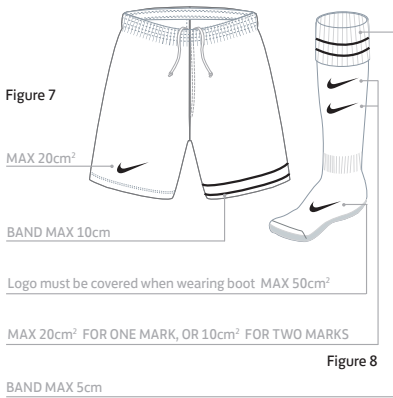


Figure 8

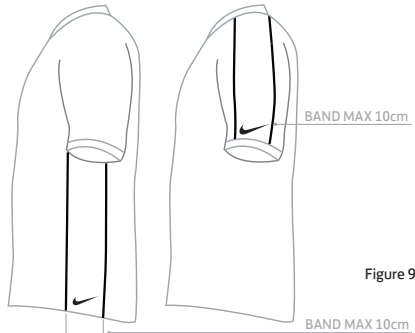


Figure 9

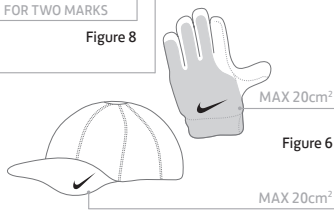


Figure 6



### C. SPONSOR DESIGNATIONS

#### 1. On Football Boots

Except as permitted by paragraphs B1 – 5 above, the appearance of any Advertising of any description, including sponsors' designations, on a Player's Football Boots is prohibited.

#### 2. On all other Clothing

No sponsor Advertising is permitted anywhere on the Clothing of a Player on the field of play during a match except as provided for in this part C.

The following Advertising is permitted:

##### (i) Playing kit

(a) On the Clothing of a Player on the field of play, the following areas shall be permitted to be used for Advertising

- One single area not exceeding 250 square centimetres on the front of the shirt (see Fig 10);
- One single area not exceeding 100 square centimetres on the back of the shirt (see Fig 13);
- One single area not exceeding 100 square centimetres on each sleeve of the shirt, between the shoulder seam and the elbow (provided Affiliated Association or Competition Rules so permit) (see Fig 12);
- One single area not exceeding 100 square centimetres on the back of the shorts (see Fig 14); and
- Once only on each sock tie-up providing it does not exceed an area of 100 square centimetres (see Fig 11).

One or more company may be advertised and, in respect of any one company, one or more of its products. The same Advertising must appear in the same form on the Clothing of all Players and Club Officials, wherever such Advertising appears, throughout the entirety of the match.

(b) Any Advertising under C2(i) must be clearly separated from the items described in B above.

##### (ii) Walk on jackets and Tracksuits and other Clothing worn in the Technical Area

Advertising may appear on (a) walk on jackets; and (b) the tracksuits and other Clothing worn by Players and Club Officials in the Technical Area in accordance with the size and locations set out in C2(i) and can be either:

- the same sponsor(s) as worn on the playing kit (home or away strips)
- be additional to the sponsors as worn on the playing kit
- be different to the sponsors as worn on the playing kit
- a single sponsor that is an official partner of the relevant competition

## KIT AND ADVERTISING REGULATIONS

3. Clubs may conclude sponsorship arrangements with different companies in respect of Advertising permitted under C2(i) above for both their 'home' and 'away' strips. Where Competition rules allow for a third strip to be worn, this may carry Advertising as worn on either the "home" or "away" shirt. The third strip may carry an alternative sponsor advertisement with the permission of the Competition. The Advertising must appear in the same form on the Clothing of all Players and Club Officials wherever such Advertising appears, throughout the entirety of the match.
4. Clubs with more than one team may conclude separate shirt Advertising agreements in respect of each of its teams.
5. Club playing name

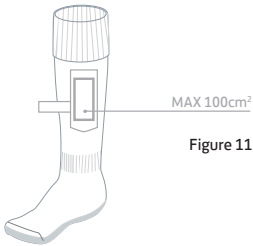
No Club in Membership of the Premier League, EFL, a League at Steps 1 to 6 of the National League System, The FA Women's Super League, The FA Women's Championship or The FA Women's National League, may include the name of a sponsor in its Club playing name unless in the sole opinion of The Association the Club's playing name arises from a historical association with that Club such as a works sports and social club. Any other Club may include the name of a sponsor in its playing name with the prior written consent of its Affiliated Association and where such consent is given, Advertising on behalf of one company only shall be carried on the Club's match shirts irrespective of the provisions of B(4) and C2(i) above.

**SPONSOR DESIGNATIONS**

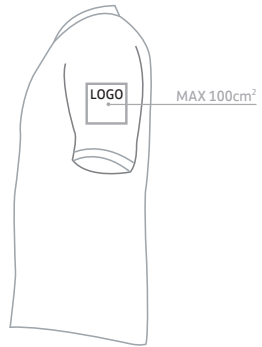
Regulation C.2(i) front of the shirt and sock tie-up



**Figure 10**



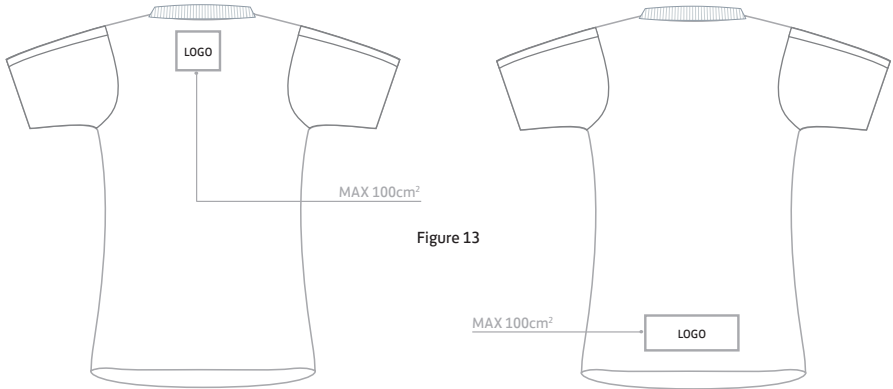
**Figure 11**



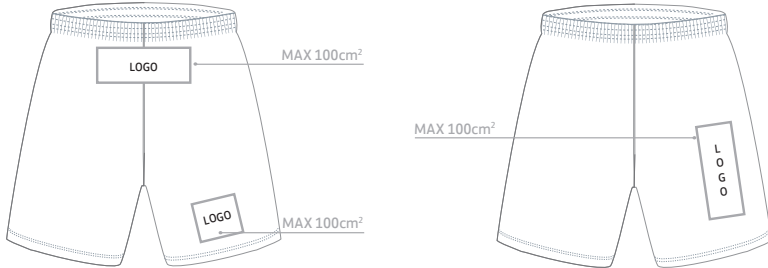
**Figure 12**

### SPONSOR DESIGNATIONS

Regulation C.2(i) Back of the shirt and shorts



(Examples of where a single logo could be located)



## KIT AND ADVERTISING REGULATIONS

### MEASUREMENT PROCEDURES

In order to help clubs maximise the space for their sponsors within the regulations, we have provided some practical examples of how The FA would measure sponsor advertising on football club shirts.

If you would like assistance or require clarification of measurement and sizing relevant to your club sponsor, please email [sanctioning@TheFA.com](mailto:sanctioning@TheFA.com)



(A multiplied by B)



(A multiplied by B less C + D)

Items on kit will be measured according to their smallest geometric form (square, rectangle, triangle, circle etc), and the dimensions calculated using the usual mathematical formula.

To calculate the surface area, the widest part of the items will be measured from edge to edge. Exceptionally, items may be divided into several individual geometric forms for the purpose of calculating the surface area.



**MAXIMUM 250cm<sup>2</sup>**

(A multiplied by B less C + D + E)

## KIT AND ADVERTISING REGULATIONS

### MEASUREMENT PROCEDURES OF NEUTRAL COLOURED PATCHES/SHIRT COLOURS

- A. **Sponsor advertising on a neutral coloured patch** – i.e. white sponsor logo on a black patch on a predominantly white/green shirt.

In this scenario the area measured would be the total area covered by the black patch on which the logo sits.



- B. **Sponsor advertising on a patch which is based on one of the main colours of the shirt** – i.e. white sponsor logo on a red and white striped shirt.

In this scenario the area measured would only be that around the sponsor's logo even if this logo may stand out more prominently because of the white stripes in the shirt.



- C. **Measuring of a 'chest ring'** – e.g. the white band around a club's shirt

If a club's traditional shirt contains a chest ring and that is one of the official colours of the playing kit, the area that is measured will only be around the sponsor's logo and not the whole of the chest ring.



### D. MATCH OFFICIALS

No Advertising of any nature, save as set out below, is permitted on Match Officials' Clothing or Football Boots without the consent of The Association.

The following Advertising is permitted:

1. The mark, logo or name of a Clothing manufacturer or a combination of the same, may appear:
  - (a) once only on the shirt provided it is an area no greater than 20 square centimetres.
  - (b) once only on the shorts provided it is an area no greater than 12 square centimetres.
  - (c) incorporated into the design of the socks, but must be limited to an area no greater than 12 square centimetres.
2. Jacquard Weave

A jacquard weave or similar technique such as embossing shall be allowed providing each is limited to 20 square centimetres, with unlimited repeats being acceptable. The design of such jacquard weave may be the manufacturer's mark, logo or name. The jacquard weave shading shall be restricted to two shades differing from the base colour, using a standard Pantone reference manual.
3. Sponsor Advertising

Sponsor Advertising is permitted only on shirt sleeves and the total surface area of the Advertising shall not exceed 200 square centimetres. Any sponsorship contract must be made between the sponsor and The Association or Professional Game Match Officials Limited. Individual Affiliated Associations or Leagues are not permitted to enter into sponsorship contracts.
4. Badges

Match kit shirts may carry the recognised badge of the appropriate Competition once only, which must be on either site of the breast pocket. This badge must not exceed an area of 20 square centimetres and, where it contains the established trademark, trade name or logo of a sponsor of the Competition, must be approved by The Association in advance.

In addition to the recognised competition badge the match kit shirt may carry once only on either site of the breast pocket an officially designated badge of FIFA, The Association, the relevant Affiliated Association or the Referees' Association (where relevant).
5. Sock Tie-Up

Each sock tie-up may show the name and/or badge of appropriate Affiliated Association or the Referees' Association providing it does not exceed an area of 100 square centimetres.

No Advertising is allowed.

# ANTI-DOPING REGULATIONS

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## PREAMBLE

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This Preamble is a binding part of these Regulations.

Any term used in these Regulations denoting the masculine gender includes the feminine gender.

The headings contained in the Anti-Doping Regulations are provided for the purposes of convenience only and do not form part of and shall not affect the construction of the Anti-Doping Regulations.

Definitions are contained in Schedule Two to the Anti-Doping Regulations and Rule A2 of the Rules of The Association.

## 1. EFFECTIVE VERSION

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The amendments to these Regulations shall come into full force and effect on 29 May 2018 (the “effective date”).

Anti-Doping Rule Violations by a Participant that occurred prior to the effective date shall be taken into consideration for the purposes of determining whether a Violation committed by that Participant under these Regulations is a first, second or subsequent Violation.

The limitation period of ten years for bringing disciplinary action contained in Regulation 22 applies retroactively unless the period has already expired by the effective date. Otherwise, these Regulations shall not apply retroactively to matters arising prior to that date; provided, however, that any case pending prior to the effective date, or brought after that date but based on an Anti-Doping Rule Violation that occurred prior to that date, shall be governed by the version of The Association’s Anti-Doping Regulations in force at the time of the Anti-Doping Rule Violation, subject to any application of the principle of *lex mitior* by the tribunal hearing the case.

Where a period of suspension imposed under a version of The Association’s Anti-Doping Regulations in force prior to the effective date has not yet expired as at the effective date, any Participant who is so suspended may apply to The Association for a reduction in the period of suspension in light of any amendments made by these Regulations. To be valid, such application must be made before the period of suspension has expired.

Participants should be aware that the current version of the Anti-Doping Regulations may not be the version published in The FA Handbook. The current version will be published on The Association’s website, located at [www.TheFA.com](http://www.TheFA.com).

These Regulations may be supplemented by further instructions or guidelines issued by The Association from time to time (“Supplemental Guidance”). Such Supplemental Guidance is binding on Participants.

## 2. AIMS OF ANTI-DOPING

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Doping has become a constant concern of international sports organisations and national governments.

The fundamental aims of anti-doping are threefold:

- to uphold and preserve the ethics of sport;
- to safeguard the physical health and mental integrity of Players; and
- to ensure that all Players have an equal chance.

The above fundamental aims are laid down by FIFA, WADA and The Association.



## 3. PARTICIPANTS' RESPONSIBILITIES

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Participants accept the Anti-Doping Regulations as a condition of participation in football and shall be bound by them.

In particular, Players must –

- Be aware of and comply with all applicable anti-doping policies and Rules and Regulations adopted by The Association;
- Be aware in particular of what constitutes an Anti-Doping Rule Violation under the Anti-Doping Regulations, including what substances and methods are prohibited under the Anti-Doping Regulations;
- Make themselves available for Sample collection at all times and provide whereabouts information as required;
- Take responsibility for all substances that they ingest and for all substances and methods that they Use;
- Inform medical personnel of their obligation not to Use Prohibited Substances and Prohibited Methods and to take responsibility to ensure that any medical treatment received does not contravene the Anti-Doping Regulations;
- Inform The Association and FIFA of any decision by a body that is not a signatory to the World Anti-Doping Code of an Anti-Doping Rule Violation committed by the Player in the last ten years; and
- Co-operate with any investigation regarding a potential Anti-Doping Rule Violation.

In particular, Player Support Personnel must –

- Be aware of and comply with all applicable anti-doping policies and Rules and Regulations adopted by The Association;
- Co-operate with The Association's Anti-Doping Programme;
- Use their influence on Player values and behaviour to foster anti-doping attitudes;
- Inform The Association and FIFA of any decision by a body that is not a signatory to the World Anti-Doping Code of an Anti-Doping Rule Violation committed by the Player Support Personnel in the last ten years; and
- Co-operate with any investigation regarding a potential Anti-Doping Rule Violation

The Anti-Doping Rule Violations set out in the Anti-Doping Regulations may be committed by Participants. Where appropriate, the Anti-Doping Regulations stipulate if a particular Anti-Doping Rule Violation can only be committed by a certain category of Participants, such as Players or Player Support Personnel.

## 4. DRUG TESTING

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Players are obliged to undergo drug tests as set out in these Anti-Doping Regulations. Testing may take place In Competition (i.e. on the day of a match up until the time that the testing procedures have been completed) or Out of Competition (i.e. at any other time) and at any location without any advance notice.

## ANTI-DOPING REGULATIONS

### 5. PROHIBITED SUBSTANCES AND PROHIBITED METHODS

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Prohibited Substances and Prohibited Methods are set out or referenced in the List of Prohibited Substances and Prohibited Methods (the “Prohibited List”). Participants should note that the Prohibited List may be updated from time to time by WADA independently of the Anti-Doping Regulations. Any changes made to the Prohibited List by WADA will be immediately recognised and enforced by The Association. Any substance or method that is added to the Prohibited List by WADA shall immediately be deemed a Prohibited Substance or Prohibited Method (as applicable) for the purpose of the Anti-Doping Regulations. The version of the Prohibited List that is current at any given time will be available on WADA’s website located at [www.wada-ama.org](http://www.wada-ama.org) and on The Association’s website, located at [www.TheFA.com/anti-doping](http://www.TheFA.com/anti-doping).

WADA’s determination of the prohibited substances and methods that will be included in the Prohibited List is final. Neither that determination nor the determination of how such substances or methods are to be classified on the Prohibited List (for example and without limitation, as banned at all times or just In Competition; or as a Specified Substance) may be challenged in any way by any Participant.

In the event that WADA expands the Prohibited List by adding a new class of Prohibited Substances, WADA’s Executive Committee shall determine whether any or all of the Prohibited Substances within the new class of Prohibited Substances shall be considered Specified Substances.

### 6. STRICT LIABILITY

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Adverse Analytical Findings and the Use of Prohibited Substances and Prohibited Methods will be dealt with as strict liability violations. This means, for example, that a Player will be guilty of an Anti-Doping Rule Violation if a Prohibited Substance or any of its Metabolites or Markers is present in that Player’s body. It is not necessary to demonstrate intent, Fault, negligence or knowing Use on the Player’s part to establish an Anti-Doping Rule Violation for such presence, or for Use of a Prohibited Substance or Prohibited Method; and a Player’s alleged lack of intent, Fault, negligence or knowledge is not a valid defence to a charge that such an Anti-Doping Rule Violation has been committed.

### 7. MANDATORY PENALTIES

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Participants should note that there are a number of mandatory penalties set out in the Anti-Doping Regulations, which are based on the penalties stipulated by WADA. These penalties may only be eliminated or reduced in accordance with the exceptional or specific circumstances set out in Part Seven of these Regulations.

### 8. ENQUIRIES

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Any enquiries should be made to: The Anti-Doping Manager

The FA Integrity Department  
The Football Association  
Wembley Stadium  
PO Box 1966  
London  
SW1P 9EQ

Tel: 0800 169 1863 ext.6478

## DOPING REGULATIONS

### PART ONE - ANTI-DOPING RULE VIOLATIONS

#### General

1. These Anti-Doping Regulations are intended to implement the mandatory provisions of the World Anti-Doping Code (the "Code") and should be interpreted in accordance with that purpose. The comments annotating the mandatory provisions of the Code shall be used to assist in the understanding and interpretation of these Regulations. In addition, where these Anti-Doping Regulations bring into effect the provisions of the 2015 FIFA Anti-Doping Regulations, in the event of any conflict between these Anti-Doping Regulations and the FIFA Anti-Doping Regulations the provisions set out in the FIFA Anti-Doping Regulations shall prevail.
2. The term "Anti-Doping Rule Violation" means a breach of any one of Regulations 3-12 (inclusive). Committing an Anti-Doping Rule Violation will be regarded as a breach of the Anti-Doping Regulations, and therefore as a breach of Rule E 25 of The Association.

#### Anti-Doping Rule Violations

3. Presence of a Prohibited Substance or its Metabolites or Markers in a Player's Sample:
  - (a) The presence of a Prohibited Substance or any of its Metabolites or Markers in a Sample provided by a Player is prohibited unless the Player establishes that the presence is consistent with a Therapeutic Use Exemption that has been granted to the Player.
  - (b) Sufficient proof that an Anti-Doping Rule Violation has been committed pursuant to Regulation 3 is established by any of the following: the presence of a Prohibited Substance or its Metabolites or Markers in the Player's "A" Sample where the Player waives analysis of the "B" Sample and the "B" Sample is not analysed; or, where the Player's "B" Sample is analysed and the analysis confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the Player's "A" Sample; or, where the Player's "B" Sample is split into two bottles and the analysis of the second bottle confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the first bottle.
  - (c) It is a Player's duty to ensure that no Prohibited Substance enters his body, and a Player is therefore strictly responsible for any Prohibited Substance or its Metabolites or Markers found to be present there. It is not necessary that intent, Fault, negligence or knowing Use on the Player's part be demonstrated in order to establish an Anti-Doping Rule Violation pursuant to Regulation 3. A Player's lack of intent, Fault, negligence or knowledge is not a valid defence to a charge that an Anti-Doping Rule Violation has been committed pursuant to Regulation 3.
  - (d) Subject to Regulation 3(e), the presence of any quantity of a Prohibited Substances or its Metabolites or Markers in a Player's Sample will constitute an Anti-Doping Rule Violation.
  - (e) The Prohibited List may make special provision for substances which have a quantitative reporting threshold and/or which can be produced endogenously.
  - (f) The penalties set out in Regulation 51 apply to this violation.
3.
  - (a) The presence of a Prohibited Substance or any of its Metabolites or Markers in a Sample provided by a Player is prohibited unless the Player establishes that the presence is consistent with a Therapeutic Use Exemption that has been granted to the Player.
  - (b) Sufficient proof that an Anti-Doping Rule Violation has been committed pursuant to Regulation 3 is established by any of the following: the presence of a Prohibited Substance or its Metabolites or Markers in the Player's "A" Sample where the Player waives analysis of the "B" Sample and the "B" Sample is not analysed; or, where the Player's "B" Sample is analysed and the analysis confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the Player's "A" Sample; or, where the Player's "B" Sample is split into two bottles and the analysis of the second bottle confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the first bottle.

## ANTI-DOPING REGULATIONS

- (c) It is a Player's duty to ensure that no Prohibited Substance enters his body, and a Player is therefore strictly responsible for any Prohibited Substance or its Metabolites or Markers found to be present there. It is not necessary that intent, Fault, negligence or knowing Use on the Player's part be demonstrated in order to establish an Anti-Doping Rule Violation pursuant to Regulation 3. A Player's lack of intent, Fault, negligence or knowledge is not a valid defence to a charge that an Anti-Doping Rule Violation has been committed pursuant to Regulation 3.
  - (d) Subject to Regulation 3(e), the presence of any quantity of a Prohibited Substances or its Metabolites or Markers in a Player's Sample will constitute an Anti-Doping Rule Violation.
  - (e) The Prohibited List may make special provision for substances which have a quantitative reporting threshold and/or which can be produced endogenously.
  - (f) The penalties set out in Regulation 51 apply to this violation.
4. Use or Attempted Use by a Player of a Prohibited Substance or a Prohibited Method:
- (a) The Use or Attempted Use of a Prohibited Substance or Prohibited Method by a Player is prohibited unless the Player establishes that the Use or Attempted Use is consistent with a Therapeutic Use Exemption that has been granted to the Player.
  - (b) It is a Player's duty to ensure that no Prohibited Substance enters his body and that he does not Use any Prohibited Method. It is not necessary that intent, Fault, negligence or knowing Use on the Player's part be demonstrated in order to establish an Anti-Doping Rule Violation of Use pursuant to Regulation 4. A Player's lack of intent, Fault, negligence or knowledge is not a valid defence to a charge that an Anti-Doping Rule Violation of Use has been committed pursuant to this Regulation. However, it is necessary to demonstrate intent on the Player's part to establish an Anti-Doping Rule Violation of Attempted Use pursuant to Regulation 4.
  - (c) The success or failure of the Use or Attempted Use of the Prohibited Substance or Prohibited Method is irrelevant.
  - (d) Out of Competition Use of a substance that is only prohibited In Competition is not an Anti-Doping Rule Violation pursuant to Regulation 4. If, however, a Sample collected In Competition returns an Adverse Analytical Finding for such a substance or any of its Metabolites or Markers, that constitutes an Anti-Doping Rule Violation pursuant to Regulation 3 even if the Adverse Analytical Finding was caused by Use of the substance Out of Competition.
  - (e) The penalties set out in Regulation 51 apply to this violation.
5. Evading, Refusing or Failing to Submit to Sample Collection:
- (a) It is prohibited for a Player to evade Sample collection, or (without compelling justification) to refuse or fail to submit to Sample collection after notification by a Competent Official.
  - (b) The penalties set out in Regulation 52 apply to this violation.
6. Registered Testing Pool Whereabouts Failures:
- (a) It is prohibited for a Player who is in a Registered Testing Pool to have three filing failures and/or missed tests (as those terms are defined in the International Standard for Testing and Investigations) within a twelve month period.
  - (b) Players who are included in FIFA's International Registered Testing Pool ("IRTP Players") or in the FA's National Registered Testing Pool ("N RTP Players") will be notified in writing by The Association of that fact. IRTP Players are subject to the applicable requirements of FIFA's Anti-Doping Regulations, which can be found at [www.fifa.com](http://www.fifa.com). N RTP Players will be subject to equivalent requirements set out in the International Standard for Testing and Investigations, which will be notified to them when they are notified that they have been included in the N RTP. For the avoidance of doubt, IRTP Players and N RTP Players also remain subject to all of the requirements of the Anti-Doping Regulations, save only the requirements that Regulation 15 makes applicable to Players who are not in the IRTP or N RTP.

## ANTI-DOPING REGULATIONS

- (c) It is the responsibility of all IRTP and NRTP Players and their Clubs to ensure that they are aware of the applicable requirements for Players in a Registered Testing Pool, including the requirements to file whereabouts information and to be available for testing at that whereabouts, and a Player's liability for an Anti-Doping Rule Violation based on three failures in any 12 month period to file the required whereabouts information and/or to be available for testing at the whereabouts specified in such filing.
  - (d) IRTP Players must file the whereabouts information required by FIFA with The Association, in accordance with FIFA's Anti-Doping Regulations, and The Association will submit that information to the FIFA Anti-Doping Unit.
  - (e) The penalties set out in Regulation 53 apply to this violation.
7. Tampering or Attempted Tampering with any part of Doping Control:
- (a) Tampering or Attempted Tampering with any part of Doping Control by a Participant is prohibited. Tampering is conduct which subverts the Doping Control process but which would not otherwise be included in the definition of Prohibited Methods. Tampering shall include, without limitation, intentionally interfering or Attempting to interfere with a Doping Control official, providing fraudulent information to an Anti-Doping Organisation, or intimidating or Attempting to intimidate a potential witness.
  - (b) The penalties set out in Regulation 52 apply to this violation.
8. Possession of a Prohibited Substance or a Prohibited Method:
- (a) Each of the following – (i) Possession by a Player In Competition of any Prohibited Method or any Prohibited Substance; (ii) Possession by a Player Out of Competition of any Prohibited Method or any Prohibited Substance that is prohibited Out of Competition; (iii) Possession by a Player Support Personnel In Competition of any Prohibited Method or any Prohibited Substance; and (iv) Possession by a Player Support Personnel Out of Competition, but in connection with a Player, a Match or a training session, of any Prohibited Method or any Prohibited Substance that is prohibited Out of Competition - is prohibited unless the Player or Player Support Personnel establishes that the Possession is consistent with a Therapeutic Use Exemption that has been granted to a Player or other acceptable justification.
  - (b) The penalties set out in Regulation 51 apply to this violation.
9. Trafficking or Attempted Trafficking in any Prohibited Substance or Prohibited Method:
- (a) Trafficking or Attempted Trafficking in a Prohibited Substance or a Prohibited Method by a Participant is prohibited.
  - (b) The penalties set out in Regulation 54 apply to this violation.
10. Administration or Attempted Administration of a Prohibited Substance or Prohibited Method:
- (a) The Administration or Attempted Administration of a Prohibited Substance or a Prohibited Method to a Player (with or without his or her knowledge) by a Participant is prohibited, unless it is (i) Administration or Attempted Administration that is consistent with a Therapeutic Use Exemption that has been granted to the Player; or (ii) Administration or Attempted Administration Out of Competition of a substance that is not prohibited Out of Competition.
  - (b) The penalties set out in Regulation 54 apply to this violation.
11. Complicity:
- (a) The following is prohibited: assisting, encouraging, aiding, abetting, conspiring in, covering up or any other type of intentional complicity by a Participant involving an Anti-Doping Rule Violation, Attempted Anti-Doping Rule Violation, or contravention of Regulation 42(a) by another Participant.
  - (b) The penalties set out at Regulation 55 apply to this violation.

## ANTI-DOPING REGULATIONS

### 12. Prohibited Association:

- (a) It is prohibited for a Participant to associate in a professional or sport-related capacity with any person falling within the definition of Player Support Personnel who (i) if subject to the authority of an Anti-Doping Organisation, is serving a period of suspension; or (ii) if not subject to the authority of an Anti-Doping Organisation, and where the issue of suspension has not been addressed in a results management process pursuant to the Code, has been convicted of or found in a criminal, disciplinary or professional proceeding to have engaged in conduct which would have constituted a violation of anti-doping rules if Code-compliant rules had been applicable to that person (the disqualifying status of such person shall be in force for the longer of six years from the criminal, professional, or disciplinary decision or the duration of the criminal, professional or disciplinary sanction imposed); or (iii) is acting as a front or intermediary for any person described in (i) or (ii).
- (b) In order for this Regulation 12 to apply, it is necessary (i) that the Participant has been advised previously in writing by The Association, WADA or another Anti-Doping Organisation with jurisdiction over him or her of the Player Support Personnel's disqualifying status and therefore of the potential consequences of prohibited association with the Player Support Personnel; and (ii) that the Participant can reasonably avoid such association.
- (c) The Association, WADA or other Anti-Doping Organisation shall use reasonable efforts to advise the Player Support Personnel who is the subject of the notice to the Participant that the Player Support Personnel may, within 15 days, provide an explanation as to why the criteria in Regulation 12(a)(i) or (ii) do not apply.
- (d) This Regulation 12 applies even if the Player Support Personnel's disqualifying conduct occurred before the effective date of these Regulations.
- (e) The burden shall be on the Participant to establish that any association with a Player Support Personnel described in Regulation 12(a)(i) or (ii) is not in a professional or sport-related capacity.
- (f) The penalties set out at Regulation 56 apply to this violation..

### Misconduct

13. Breach of any of Regulations 14-17 (inclusive) does not constitute an Anti-Doping Rule Violation but instead shall constitute Misconduct within the meaning of Rule E.1 of the Rules of The Association, for which the Regulatory Commission shall have at its disposal all of the penalties set out in Regulation 40 of the Disciplinary Regulations, save that for a proven breach of Regulation 15 the penalty set out at Regulation 15(f) of these Regulations shall apply.

### 14. Club whereabouts information:

- (a) All Clubs must furnish The Association upon request with any whereabouts information The Association requires from time to time in respect of any Players who are not IRTP Players or N RTP Players. That information shall include as a minimum:
  - (i) training dates;
  - (ii) start and finish times of training;
  - (iii) the address at which such training will take place; and
  - (iv) the home address for a Player and any other address at which a Player regularly resides overnight.
- (b) The Association (whether through the Anti-Doping Unit or otherwise) may issue directions from time to time about:
  - (i) the type of whereabouts information to be submitted by Clubs; and/or
  - (ii) the manner and time frame in which such whereabouts information must be submitted.
- (c) It shall be a breach of this Regulation 14 for a Club to fail to provide whereabouts information in the manner directed by The Association, three times within any 12 month period.

## ANTI-DOPING REGULATIONS

- (d) It shall also be a breach of this Regulation 14 by the Club if the information contained in such reports is either initially inaccurate or has not been updated by the Club as necessary to ensure it remains accurate, three times within any 12 month period.

### 15. Missed tests (Players not in the IRTP or NRTP):

- (a) A Player who is not an IRTP Player or an NRTP Player shall be deemed to be aware of the whereabouts information provided by his Club to The Association further to Regulation 14, and must be present and available for drug testing in accordance with that whereabouts information. If such Player is not present and available for drug testing in accordance with that whereabouts information on any occasion, then (subject only to Regulations 15(b) and 15(c)) he shall be deemed to have missed a test and will be so notified by The Association. Any Player who is deemed to have missed a test may be targeted for testing. It is a breach of this Regulation 15 for a Player who is not an IRTP Player or an NRTP Player to miss three tests within any 12 month period.
- (b) Any Player born on or before 31 August 2000 who is not present and available for drug testing at the squad time and location stated in the whereabouts information provided by his Club will be deemed to have missed a test unless he satisfies the following two conditions:
  - (i) In advance of such absence, he provides The Association with details of an alternative venue at which he will be present and available for drug testing, which must include a stipulated 60 minute time slot during which such testing may take place. This time slot must be on the same day as the Player's absence, must be between 6am and 11pm, and must not commence for at least two hours from the time that the Player notifies The Association of his absence; and
  - (ii) He is present and available for drug testing at that alternative venue for the whole of the 60 minute time slot stipulated by him.
- (c) Any Player born on or after 1 September 2000 at a Club with an Under 18 squad in Professional Development League 1 (this excludes Professional Development Leagues 2 and 3) who is not present and available for drug testing at the squad time and location provided in the whereabouts information submitted by his Club will be deemed to have missed a test unless he satisfies one of the following two conditions:
  - (i) He notifies The Association of his absence in advance of that absence; or
  - (ii) Following that absence, he provides The Association with independent corroborative evidence of the reason for that absence.
- (d) It is the responsibility of each Player to make himself familiar with and to comply with any and all requirements of this Regulation that apply to him.
- (e) This Regulation does not apply to Players who are included in the IRTP or the NRTP for the period that they are so included.
- (f) For a violation of Regulation 15, a minimum of one year's suspension and a maximum of two years' suspension must be imposed, based on the Player's degree of Fault.

### 16. Interference:

- (a) Interference with the conduct of a drug test or any other aspect of the Anti-Doping Programme by a Participant will be a breach of this Regulation 16. In addition, a Participant is liable for any such interference by a third party of which that Participant has knowledge. The actions set out in Regulations 16(b) - (e) (inclusive) are a non-exhaustive list of examples of conduct that shall be regarded as a breach of this Regulation 16.
- (b) The independent private testing/screening of a Player for a Prohibited Substance for any reason whatsoever.
- (c) Interference in the drug testing process that falls short of the Tampering/ Attempted Tampering violation set out in Regulation 7, including (for example but without limitation) handling Samples when not permitted or authorised to do so by a Competent Official.

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- (d) A Club failing to comply with the reasonable instructions of The Association or a Competent Official with regard to the adequacy of the Doping Control Station (which must contain the minimum facilities set out in the Procedural Guidelines).
  - (e) Conduct intended to procure that a Player is not presented for drug testing or is delayed from being presented for drug testing. This may include (by way of example and without limitation):
    - (i) a Club either failing to allow a Competent Official access to a Player to notify him of a test, or delaying such access;
    - (ii) a Club intentionally or negligently causing a failure to notify a Player or a delay in notifying a Player that he is required to submit to testing;
    - (iii) a delay in the Player submitting himself for testing following such notification (provided that a delay in the Player submitting himself for testing following notification may be treated as a failure to submit to drug testing and so as an Anti-Doping Rule Violation under Regulation 5);
    - (iv) a Club failing to present a selected Player for testing due to the Player sustaining a serious injury, where the Club fails to provide satisfactory evidence of the Player's admission to hospital and/or attendance at a medical consultation in relation to that injury to The Association within 14 days of the intended drug test. A serious injury is one which renders a Player incapable of taking a test and/or requires immediate attendance at hospital for medical treatment;
  - (f) Nothing in this Regulation 16 shall prevent any of the conduct mentioned being pursued as an Anti-Doping Rule Violation under Regulation 5, Regulation 7 and/or Regulation 11 where appropriate.
- 17.** Possession or Use of a Prohibited Substance by a Player Support Personnel:
- (a) It is a breach of this Regulation 17 for a Player Support Personnel to Use any Prohibited Substance or to Possess any Prohibited Substance without valid justification.
  - (b) Possession of a Prohibited Substance by a Player Support Personnel that constitutes an Anti-Doping Rule Violation under Regulation 8 shall be dealt with as an Anti-Doping Rule Violation pursuant to that Regulation.
  - (c) Possession of a Prohibited Substance by a Player Support Personnel that does not constitute an Anti-Doping Rule Violation under Regulation 8 shall be dealt with as Misconduct pursuant to this Regulation 17 (or, where appropriate, under The Association's Social Drugs Policy Regulations).
- 18.** For the avoidance of doubt, Regulations 13-17 do not restrict The Association's general power to bring proceedings for Misconduct pursuant to Rule E.1 of the Rules of The Association in any circumstances that it deems appropriate, whether related to The Association's Anti-Doping Programme or otherwise. Instead, Regulations 13-17 simply identify specific examples of conduct related to The Association's Anti-Doping Programme that may be treated as Misconduct pursuant to that Rule E.1.

## PART TWO – DRUG TESTING AND INVESTIGATIONS PROCEDURES

- 19.** The Association will carry out drug testing:
- (a) without giving advance notice to Participants; and
  - (b) both In Competition and Out of Competition, at any time and place.
- 20.** Where more than one member of a team has been notified of an Anti-Doping Rule Violation in connection with a Competition, The Association shall conduct appropriate target testing of the team during that Competition in the same playing season.
- 21.** Administrative and procedural guidelines for the conduct of drug testing are set out in the Procedural



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Guidelines for the Conduct of Drug Testing and Investigations (the “Guidelines”) contained in Schedule One. Procedural guidelines for Sample collection are also set out in the International Standard for Testing and Investigations (the “ISTI”), a copy of which is available on WADA’s website ([www.wada-ama.org](http://www.wada-ama.org)). To the extent that the Guidelines are inconsistent with the ISTI, the ISTI shall prevail.

### PART THREE –DISCIPLINARY PROCEEDINGS FOR ANTI-DOPING RULE VIOLATIONS

#### Disciplinary proceedings

22. Where:

- (a) a laboratory detects the presence of a Prohibited Substance in a Sample; or
- (b) a laboratory or The Association discovers evidence of the Use or Attempted Use of a Prohibited Substance or a Prohibited Method; or
- (c) other evidence comes to The Association’s attention suggesting that any Anti- Doping Rule Violation may have been committed;

The Association shall consider the evidence available and decide whether to charge a Participant with an Anti-Doping Rule Violation. The Association may not issue a charge unless the Participant has been notified of the alleged Anti-Doping Rule Violation, or notification has been reasonably attempted, within ten years of the date on which the Anti- Doping Rule Violation is alleged to have occurred.

23. Prior to issuing any such charge, The Association shall inform the Participant, and (in the case of a Player) a senior representative of his Club and (if the Player is a member of The Professional Footballers’ Association (“The PFA”), and the Player consents) a representative of the PFA, and shall invite the Participant to give an explanation for the evidence of the commission of an Anti-Doping Rule Violation. The Association may require a written explanation from the Participant within a designated time, and may also require that the Participant attends a personal interview. The Participant is entitled to be accompanied by one representative of his Club, a legal adviser, and (where applicable) a representative of The PFA. Such an interview may be recorded and may be used by The Association in any disciplinary proceedings brought against such Participant or in any related disciplinary proceedings.
24. If no satisfactory explanation is provided, The Association will generally decide to commence disciplinary proceedings against the Participant. Such proceedings will be conducted in accordance with the Disciplinary Regulations and any other applicable regulations, save to the extent contrary provisions are included in these Anti-Doping Regulations. As one such contrary provision, in any case where each of The Association, Participant, WADA and UKAD consents, proceedings alleging an Anti- Doping Rule Violation may be heard directly at CAS without any other prior hearing.
25. The ability of The Association to impose a Provisional Suspension under this Regulation 25 is separate from, and operates independently of, Rule E16.
- (a) The Association shall provisionally suspend a Player from the date that The Association’s notification of an Adverse Analytical Finding in respect of an A Sample for a Prohibited Substance other than a Specified Substance is communicated to the Player (a “mandatory Provisional Suspension”).
  - (b) The Association may provisionally suspend a Participant in all other Anti-Doping Rule Violation cases (an “optional Provisional Suspension”).
  - (c) If a Provisional Suspension is based on an A Sample Adverse Analytical Finding, and subsequent analysis of the B Sample does not confirm that Adverse Analytical Finding, then any Provisional Suspension that was imposed on a Player based on that Adverse Analytical Finding shall be lifted without delay.

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- (d) In the event a Provisional Suspension is imposed, the Participant shall be entitled to either (i) a Provisional Hearing on a timely basis after its imposition; or (ii) an expedited hearing and determination of the charge against him.
- (e) At a Provisional Hearing, a Provisional Suspension may only be lifted where –
  - (i) In respect of a mandatory Provisional Suspension only, the Player establishes that the Anti-Doping Rule Violation is likely to have involved a Contaminated Product; or
  - (ii) In respect of either a mandatory or an optional Provisional Suspension, either (A) the Anti-Doping Rule Violation charged has no realistic prospect of being upheld due to a fundamental flaw in the case; or (B) there is a strong, arguable case that in the circumstances of the particular case no period of suspension is likely to be imposed.
- (f) A Regulatory Commission's decision not to lift a mandatory Provisional Suspension due to a Player's assertion regarding a Contaminated Product shall not be appealable. Other decisions relating to Provisional Suspensions may be appealed in accordance with Regulation 74.

### Burden and standard of proof

- 26. Notwithstanding that a different burden and / or standard of proof may apply in other disciplinary proceedings brought pursuant to FA Rules and Regulations, in proceedings alleging an Anti-Doping Rule Violation The Association shall bear the burden of proving, to the comfortable satisfaction of any Regulatory Commission or Appeal Board or any other relevant commission or board (as applicable), bearing in mind the seriousness of the allegations that are made, that an Anti-Doping Rule Violation has taken place. This standard of proof is greater than a mere balance of probability but less than proof beyond a reasonable doubt. For the avoidance of doubt, this Regulation 26 does not apply to a charge for Misconduct for breach of any of Regulations 14-17.
- 27. Where these Anti-Doping Regulations place the burden of proof on a Participant to rebut a presumption or establish specific facts or circumstances, the standard of proof shall be on the balance of probabilities.

### Methods of proving Anti-Doping Rule Violations

- 28. Facts relating to Anti-Doping Rule Violations may be established by any reliable means, including but not limited to admissions and data collected as part of the Athlete Biological Passport or other profiling data.
- 29. Analytical methods or decision limits approved by WADA after consultation within the relevant scientific community and which have been the subject of peer review are presumed to be scientifically valid. Any Participant seeking to rebut this presumption of scientific validity shall (as a condition precedent to any such challenge) first notify WADA of the challenge and the basis of the challenge. CAS may also inform WADA of any such challenge of its own volition. At WADA's request, the CAS panel shall appoint an appropriate scientific expert to assist the panel in its evaluation of the challenge. Within 10 days of WADA's receipt of such notice, and WADA's receipt of the CAS file, WADA shall also have the right to intervene as a party, appear amicus curiae or otherwise provide evidence in such proceeding.
- 30. WADA-accredited laboratories and other laboratories approved by WADA are presumed to have conducted Sample analysis and custodial procedures in accordance with the International Standard for Laboratories. A Participant may rebut this presumption by establishing that a departure from the International Standard for Laboratories occurred that could reasonably have caused the Adverse Analytical Finding (or the factual basis for any other Anti-Doping Rule Violation with which the Participant is charged). If the Participant does so, then The Association shall have the burden of establishing that such departure did not cause the Adverse Analytical Finding (or the factual basis for the other Anti-Doping Rule Violation with which the Participant is charged).
- 31. Departures from any other International Standard, the Guidelines or any other Anti-Doping Regulation, rule or policy which did not cause an Adverse Analytical Finding or the factual basis for any other Anti-Doping Rule Violation with which a Participant is charged shall not invalidate such evidence. It is for the Participant to establish that such a departure occurred which could have reasonably caused the Adverse Analytical Finding or the factual basis for the other Anti-Doping Rule Violation. If the Participant does so, then The Association

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shall have the burden of establishing that such departure did not cause the Adverse Analytical Finding or the factual basis for the other Anti-Doping Rule Violation charged.

32. Facts established by a decision of a court or professional disciplinary tribunal which is not the subject of a pending appeal shall be irrebuttable evidence of those facts against the Participant to whom the decision pertained unless that Participant establishes that the decision contravened principles of natural justice. To the extent that this Regulation differs from Regulation 30.5 of the Disciplinary Regulations, this Regulation shall prevail. This Regulation applies only to Anti-Doping Rule Violation cases.
33. A Regulatory Commission hearing an Anti-Doping Rule Violation charge may draw any such adverse inference as it sees fit against a Participant based on the Participant's refusal to appear at the hearing or answer questions relating to the charge, after any request that he does so that is made in reasonable time.

## PART FOUR – THERAPEUTIC USE EXEMPTIONS

34. A Player may request that The Association grants him permission to Use, for therapeutic purposes, substances or methods on the Prohibited List the Use of which would otherwise be prohibited. The Association may delegate the question of whether a Therapeutic Use Exemption ("TUE") should be granted to the NADO or any such other body The Association considers appropriate. The procedure and criteria for the grant of a TUE are attached as Schedule Four to these Anti-Doping Regulations.
35. The only way in which it may be established that the Use of a Prohibited Substance or a Prohibited Method constituted a legitimate medical treatment is through the grant of a TUE in respect of such Prohibited Substance or Prohibited Method.

## PART FIVE – PENALTIES (GENERAL)

### Imposition of penalties

36. In disciplinary proceedings brought pursuant to these Regulations, if it is found that an Anti-Doping Rule Violation has been committed, a penalty shall be imposed in accordance with Parts Six and Seven of these Regulations. Unless the Participant establishes that there are grounds to eliminate or reduce such penalty in accordance with any applicable provision of Part Eight, the Regulatory Commission or Appeal Board shall have no discretion to reduce those penalties. Subject only to paragraph 2.11 of Schedule 1 to these Anti-Doping Regulations, a mandatory element of each penalty for an Anti-Doping Rule Violation is the Public Disclosure of that penalty.
37. A fine may also be imposed for an Anti-Doping Rule Violation, but only where the maximum period of suspension specified in Part Six or Seven has been imposed, and only where doing so is in accordance with the principle of proportionality. Where a fine or costs order is imposed in respect of an Anti-Doping Rule Violation, this shall not be considered as grounds for reducing any period of suspension applicable under these Regulations.
38. Where a Player commits an Anti-Doping Rule Violation In-Competition, any awards received by the Player due to participation in the relevant Match will be forfeited by the Player.

### Commencement of suspensions

39. Subject to Regulations 40 and 41, a period of suspension shall commence from the date of the final hearing decision providing for suspension or (if the Participant waives the right to a hearing or there is otherwise no hearing) on the date that the Player is notified of the period of suspension.
40. (a) Where there have been substantial delays in the hearing process or other aspects of Doping Control that are not attributable to the Participant, the period of suspension may be deemed to have started at

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any time from the date the Anti-Doping Rule Violation occurred (e.g. the date of the Sample collection) to take account of such delays.

- (b) The period of any Provisional Suspension, where it is adhered to by the Participant, will count towards the total period of suspension imposed. However no period before the imposition of a Provisional Suspension shall count towards the total period of suspension imposed even if the Player voluntarily did not participate in football activity during this time or was suspended from doing so by his Club.
  - (c) Where a period of suspension is imposed upon a team in accordance with Regulation 57, unless fairness requires otherwise, the period of suspension shall start on the date of the final hearing decision providing for suspension or, if the hearing is waived, on the date suspension is accepted or otherwise imposed. Any period of team Provisional Suspension shall be credited against the total period of suspension to be served.
41. Where the Participant promptly admits the Anti-Doping Rule Violation (which means, in all cases, before he participates in football activity again) after being notified of it by The Association, the period of suspension may be deemed to have started at any time from the date the Anti-Doping Rule Violation occurred (e.g. the date of the Sample collection). However, in all cases where this Regulation is applied the Participant must serve at least one half of the period of suspension starting from the date that the Participant accepted the imposition of the suspension, the date of a hearing decision imposing a sanction, or the date that the sanction is otherwise imposed. This Regulation does not apply where the period of suspension has been reduced under Regulation 72 due to a prompt admission.

### Status during a suspension

42. (a) A Participant who is suspended pursuant to these Regulations cannot during the period of suspension participate in any capacity in any Match or any other football-related activity or in any activities under the jurisdiction of another Code signatory or member of a Code signatory, other than anti-doping education or rehabilitation programmes. As an exception to the foregoing, The Association may (in its absolute discretion) permit a Player who has been suspended for six or more months pursuant to these Regulations to return to training and/or other football-related activity with a Club (but not participate in any Match) prior to the end of his suspension, during the shorter of (i) the last two months of the period of suspension; or (ii) the last quarter of such a period of suspension. No such return is permitted unless agreed in writing in advance by The Association.
- (b) A Participant who is subject to a period of suspension pursuant to these Regulations that is longer than four (4) years may, after completing four (4) years of the period of suspension, participate in local sport events not sanctioned or otherwise under the jurisdiction of a Code signatory or member of a Code signatory but only so long as the local sport event is not at a level that could otherwise qualify such Participant directly or indirectly to compete in (or accumulate points toward) a national championship or International Event and does not involve the Participant working in any capacity with Minors.
43. For an Anti-Doping Rule Violation not involving a Specified Substance, in addition to any period of suspension The Association will withhold some or all of any sports-related payments otherwise due to the Participant from The Association during the period of suspension.
44. Where any Participant contravenes Regulation 42(a), a new period of suspension equal in length to the original suspension imposed on the Participant shall be added to the end of the original suspension. The additional period of suspension may be adjusted based on the Participant's degree of Fault and other circumstances of the case. A Regulatory Commission shall determine whether such a contravention has occurred and (if so) whether and the extent to which the additional period of suspension specified in this Regulation 44 should be adjusted.
45. Where any Participant assists any other Participant's contravention of Regulation 42(a), such assistance may be pursued as an Anti-Doping Rule Violation under Regulation 11 (complicity).

### Reinstatement testing

46. A Player who is the subject of a suspension pursuant to these Regulations remains subject to these Regulations

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(including, without limitation, the requirement to submit to drug testing to determine compliance with these Regulations) during the period of suspension. Therefore, he must make himself available for testing during that period of suspension and must at the request of The Association (or other sports governing body if the Player moves outside of The Association's jurisdiction) provide details of his whereabouts to The Association (or other sports governing body, as applicable) to allow such testing to take place.

47. Any Player who retires from football while he is the subject of a suspension pursuant to these Regulations must make himself available for testing if he seeks to participate in any other sports competition. Where any such Player seeks a return to football activity, he may only make such return once he has notified The Association of his intention to return and has made himself available for Out of Competition testing for a period equal to the period of suspension he remained subject to when he retired, or six months, whichever is the longer.
48. If a Player who is not suspended retires from football, such that he is no longer subject to testing by The Association or any other relevant authority, he may not return to participate in football activity unless he notifies The Association in writing at least six months before he expects to resume football activity and makes himself available for Out of Competition testing and (if requested) complies with the whereabouts requirements during that six month period. WADA in association with the NADO may grant an exemption from this six month written notice requirement where its application would be manifestly unfair to the Player..

### Counselling, treatment and rehabilitation

49. The Regulatory Commission may consider whether a period of assessment, counselling, treatment or rehabilitation is appropriate. In deciding upon a course of assessment, counselling, treatment or rehabilitation, the Regulatory Commission may make such a course subject to such conditions as it considers appropriate in the circumstances. If the Regulatory Commission imposes a period of assessment, counselling, treatment or rehabilitation and the Player refuses to undergo, or fails to complete, such a period, The Association may commence disciplinary proceedings against that Player under Rule E25 of the Rules of The Association, or impose a pre-existing penalty such as a deferred suspension as if no period of assessment, counselling, treatment or rehabilitation had taken place.

## PART SIX - PENALTIES FOR A FIRST ANTI-DOPING RULE VIOLATION

50. The term "intentional" as used in this Part Six is meant to identify those Participants who cheat. The term therefore requires that the Participant engaged in conduct which he knew constituted an Anti-Doping Rule Violation or knew that there was a significant risk that the conduct might constitute or result in an Anti-Doping Rule Violation and manifestly disregarded that risk. An Anti-Doping Rule Violation resulting from an Adverse Analytical Finding for a substance which is only prohibited In-Competition shall be rebuttably presumed to be not intentional if the substance is a Specified Substance and the Participant can establish that the Prohibited Substance was Used Out-of-Competition. An Anti-Doping Rule Violation resulting from an Adverse Analytical Finding for a substance which is only prohibited In-Competition shall not be considered intentional if the substance is not a Specified Substance and the Participant can establish that the Prohibited Substance was Used Out-of-Competition in a context unrelated to sport performance.
51. Subject to the relevant provisions of Part Eight of these Regulations, for a violation committed by a Player under Regulation 3 (presence) or Regulation 4 (Use or Attempted Use), or committed by a Player or Player Support Personnel under Regulation 8 (Possession), the following penalties must be imposed:
  - (a) Where the Anti-Doping Rule Violation does not involve a Specified Substance, 4 years' suspension, unless the Player or Player Support Personnel establishes that the violation was not intentional, in which case 2 years' suspension;
  - (b) Where the Anti-Doping Rule Violation does involve a Specified Substance, 2 years' suspension, unless The Association establishes that the violation was intentional, in which case 4 years' suspension.
52. Subject to the relevant provisions of Part Eight of these Regulations, for a violation committed by a Player under Regulation 5 (evading, refusing or failing to submit to Sample collection) or by any Participant under Regulation 7

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(Tampering or Attempted Tampering), 4 years' suspension must be imposed. Where a Player establishes that a failure to submit to Sample collection was not intentional, 2 years' suspension must be imposed.

53. Subject to the relevant provisions of Part Eight of these Regulations, for a violation committed by a Player under Regulation 6 (Registered Testing Pool Whereabouts Failures), a minimum of one year's suspension and a maximum of two years' suspension must be imposed, based on the Player's degree of Fault. The flexibility between one year and two years' suspension is not available in any case where a pattern of last-minute whereabouts changes or other conduct raises a serious suspicion that the Player was trying to avoid being available for Testing. In such cases a penalty of two years' suspension must be imposed.
54. Subject to the relevant provisions of Part Eight of these Regulations, for a violation committed by a Player or any other Participant under Regulation 9 (Trafficking or Attempted Trafficking) or Regulation 10 (Administration or Attempted Administration), the following penalties must be imposed:
  - (a) A minimum of 4 years' suspension, up to a lifetime suspension, depending on the seriousness of the violation in question. Any violation involving a Minor shall be considered particularly serious for these purposes. If the violation involves a Participant administering or trafficking to a Minor, the violation shall result in a lifetime suspension unless the violation involves only a Specified Substance.
  - (b) Any significant violations that may also breach non-sporting laws and / or regulations shall be reported to the competent authority.<sup>55</sup> Subject to the relevant provisions of Part Eight of these Regulations, for a violation committed by a Participant under Regulation 11 (complicity) the penalty shall be a minimum of two years' suspension up to a maximum of four years' suspension, depending on the seriousness of the violation.
55. Subject to the relevant provisions of Part Eight of these Regulations, for a violation committed by a Participant under Regulation 11 (complicity) the penalty shall be a minimum of two years' suspension up to a maximum of four years' suspension, depending on the seriousness of the violation.
56. Subject to the relevant provisions of Part Eight of these Regulations, for a violation committed by a Participant under Regulation 12 (prohibited association) the penalty shall be a minimum of one year's suspension up to a maximum of two years' suspension, depending on the Participant's degree of Fault and the other circumstances of the case.

### Sanction on a Club

57. If more than two Players of a team are found to have committed Anti-Doping Rule Violations during a Competition and in the same playing season, whilst registered to play for that team, a Regulatory Commission shall impose a sanction on that team or its Club, in addition to any sanctions imposed on the Players who committed such Anti-Doping Rule Violations. This sanction shall automatically follow from the Anti-Doping Rule Violations committed by the Players. The team or Club will not be entitled to challenge the findings of the Regulatory Commission or Appeal Board in relation to the Anti-Doping Rule Violations committed by the Players, but shall be entitled only to address a Regulatory Commission in mitigation as to the sanction to be imposed on the team or Club.
58. The sanctions available to a Regulatory Commission in such circumstances shall be as follows –
  - (a) A points deduction;
  - (b) Forfeit of a match or matches;
  - (c) Exclusion of a team from a competition;
  - (d) A fine.

### PART SEVEN - SANCTIONS FOR MULTIPLE VIOLATIONS

**59.** Prior Anti-Doping Rule Violations:

- (a) For the purpose of determining whether an Anti-Doping Rule Violation committed by a Participant under these Regulations should be treated as a first, second or subsequent violation for sanctioning purposes:
  - (i) Anti-Doping Rule Violations by the same Participant that occurred prior to the effective date of these Regulations shall be counted. Where the sanction for the first violation was determined based on a previous version of these Regulations, the period of suspension applicable under these Regulations shall be applied for the purposes of determining the suspension under Regulation 60.
  - (ii) Anti-Doping Rule Violations by the same Participant that were committed pursuant to the Regulations of FIFA, UEFA, or any other sports governing body (wherever located in the world and whether or not such other bodies govern football) shall be counted, provided that those violations are consistent with the Code and within that other body's authority. The Regulatory Commission has the discretion to take any prior violations that do not meet these criteria into account.
- (b) Notwithstanding Regulation 59(a) or any other provision of these Regulations:
  - (i) An Anti-Doping Rule Violation for which a Participant has established No Fault or Negligence shall not be considered a prior violation under this Part Seven, and nor shall any breach of any of Regulations 14-17.
  - (ii) A previous Anti-Doping Rule Violation must take place within the same ten year period as the Anti-Doping Rule Violation for which a sanction is being determined in order to be taken into account under this Part Seven.

**60.** For a violation that is a Participant's second Anti-Doping Rule Violation, the period of suspension shall be the greater of -

- (a) Six months; or
- (b) One half of the period of suspension imposed for the first Anti-Doping Rule Violation, without taking into account any reduction under Regulations 70-72 (Substantial Assistance/ admission in the absence of other evidence / prompt admission); or
- (c) Twice the period of suspension otherwise applicable to the second Anti-Doping Rule Violation treated as if it were a first violation, without taking into account any reduction under Regulations 70-72 (Substantial Assistance/ admission in the absence of other evidence / prompt admission).

**61.** Any period of suspension established in accordance with Regulation 60 may be further reduced by the application of Regulations 70-72 (Substantial Assistance/ admission in the absence of other evidence / prompt admission).

**Subsequent Anti-Doping Rule Violations**

**62.** A third or subsequent Anti-Doping Rule Violation will always result in a lifetime period of suspension, unless it fulfils the conditions for elimination or reduction of the period of suspension due to No Fault or Negligence or No Significant Fault or Negligence under Regulations 66-69, or involves an Anti-Doping Rule Violation under Regulation 6 (Registered Testing Pool Whereabouts Failures). In these particular cases, the period of suspension shall be from eight years to a lifetime.

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### Additional rules for multiple Anti-Doping Rule Violations

63. Second or subsequent Anti-Doping Rule Violations may only be taken into account for sanctioning purposes if The Association establishes that the Participant committed the second or subsequent violation after the Participant received notice or The Association made a reasonable attempt to give notice of the previous Anti-Doping Rule Violation. If The Association is unable to meet this burden, for sanctioning purposes the Anti-Doping Rule Violations shall be considered as one single violation and the penalty imposed shall be the more severe penalty.

### Additional rules for prior, but later-discovered Anti-Doping Rule Violations

64. If, after the establishment of a first Anti-Doping Rule Violation, The Association discovers facts involving an Anti-Doping Rule Violation by the Participant that occurred prior to notification regarding the first Anti-Doping Rule Violation, then The Association shall impose an additional sanction based on the sanction that could have been imposed if the two Anti-Doping Rule Violations had been dealt with by a Regulatory Commission at the same time.

## PART EIGHT - REDUCTION OF PENALTIES FOR EXCEPTIONAL OR SPECIFIC CIRCUMSTANCES

### General

65. If the Participant establishes any of the applicable conditions set out in this Part Eight, the Regulatory Commission may replace the penalties set out in Part Six of these Regulations with the penalties stipulated in this Part Eight.

### Elimination of the period of suspension based on No Fault or Negligence

66. If a Participant establishes in an individual case that he bears No Fault or Negligence for the Anti-Doping Rule Violation in question, then any otherwise applicable period of suspension will be eliminated. This Regulation only applies in exceptional circumstances.
- (a) This Regulation 66 may only be applied to Anti-Doping Rule Violations under Regulation 3 (presence), Regulation 4 (Use or Attempted Use) or Regulation 8 (Possession). It may not be applied to any other Anti-Doping Rule Violation.

### Reduction of the period of suspension based on No Significant Fault or Negligence

67. Where the Anti-Doping Rule Violation involves a Specified Substance, and the Participant can establish that he bears No Significant Fault or Negligence for that violation, then the penalty shall be (at a minimum) a reprimand and no period of suspension, and (at a maximum) two years' suspension, depending on the Participant's degree of Fault.
68. In cases where the Participant can establish No Significant Fault or Negligence and that the Prohibited Substance in question came from a Contaminated Product, then the period of suspension shall be (at a minimum) a reprimand and no period of suspension, and (at a maximum) two years' suspension, depending on the Participant's degree of Fault.
69. If a Participant establishes in an individual case where Regulations 67 and 68 are not applicable that he bears No Significant Fault or Negligence, then, subject to further reduction or elimination as provided in Regulations 70-72 (Substantial Assistance/ admission in the absence of other evidence / prompt admission), the otherwise applicable period of suspension may be reduced based on the Participant's degree of Fault, but the reduced period of suspension may not be less than one-half of the period of suspension otherwise applicable. If the otherwise applicable period of suspension is a lifetime, the reduced period may be no less than eight years.
- (a) This Regulation 69 may be applied to any Anti-Doping Rule Violation except those where intent is an element of the violation or an element of a particular sanction or another Regulation already specifies a range of periods of suspension for the violation based on the Participant's degree of Fault.



### 70. Substantial Assistance in Discovering or Establishing Anti-Doping Rule Violations:

- (a) The Association or Regulatory Commission may suspend a part of any period of suspension imposed in an individual case where the Participant has provided Substantial Assistance to The Association, NADO, UEFA, FIFA or another national football association or an Anti-Doping Organisation, criminal authority or disciplinary body, which results in The Association, NADO, UEFA, FIFA, the national association or other Anti-Doping Organisation discovering or bringing forward an Anti-Doping Rule Violation by another person or which results in a criminal authority or disciplinary body discovering or bringing forward a criminal offence or the breach of professional rules committed by another person and the information provided by the Participant providing Substantial Assistance is made available to the Anti-Doping Organisation with results management responsibility. If the decision to suspend the suspension on account of Substantial Assistance is made after a final decision following an appeal from a decision of a Regulatory Commission in respect of an Anti-Doping Rule Violation or the expiration of time in which an appeal must be brought, then the approval of WADA or FIFA is required.
- (b) Subject to Regulation 70(a), the extent to which the otherwise applicable period of suspension may be suspended shall be based on the seriousness of the Anti-Doping Rule Violation committed by the Participant and the significance of the Substantial Assistance provided by the Participant to the effort to eliminate doping in sport.
- (c) No more than three-quarters of the otherwise applicable period of suspension may be suspended. If the otherwise applicable period of suspension is a lifetime, the non-suspended period under this section must be no less than eight years.
- (d) If The Association or Regulatory Commission suspends any part of the otherwise applicable period of suspension under Regulation 70(a), it shall promptly provide a written justification for its decision to each Anti-Doping Organisation having a right to appeal the decision.
- (e) If the Participant fails to continue to cooperate and to provide the complete and credible Substantial Assistance upon which a suspension of the period of suspension was based, the Anti-Doping Organisation that suspended the period of suspension shall reinstate the original period of suspension. If an Anti-Doping Organisation decides to reinstate an original period of suspension or decides not to reinstate an original period of suspension, that decision may be appealed by any person entitled to appeal under Regulation 74.
- (f) To further encourage Participants to provide Substantial Assistance to Anti-Doping Organisations, at the request of the Anti-Doping Organisation conducting results management or at the request of the Participant who is asserted to have committed an Anti-Doping Rule Violation, WADA may agree at any stage of the results management process, including after a final appeal decision, to what it considers to be an appropriate suspension of the otherwise-applicable period of suspension and other penalty. In exceptional circumstances, WADA may agree to suspensions of the period of suspension and other penalties for Substantial Assistance greater than those otherwise provided for in Regulation 70(a), or even no period of suspension, and/or no return of prize money or payment of fines or costs. WADA's approval shall be subject to reinstatement of sanction as provided in Regulation 70(e). WADA's decisions in this context may not be appealed by any other Anti-Doping Organisation.
- (g) If an Anti-Doping Organisation suspends any part of an otherwise applicable sanction because of Substantial Assistance, then notice providing justification for the decision shall be provided to the other Anti-Doping Organisations with a right to appeal. In unique circumstances where WADA determines that it would be in the best interest of anti-doping, WADA may authorise an Anti-Doping Organisation to enter into appropriate confidentiality agreements limiting or delaying the disclosure of the Substantial Assistance agreement or the nature of Substantial Assistance being provided. osure of the Substantial Assistance agreement or the nature of Substantial Assistance being provided.

## ANTI-DOPING REGULATIONS

### 71. Admission of an Anti-Doping Rule Violation in the absence of other evidence

Where a Participant voluntarily admits to having committed an Anti-Doping Rule Violation before having received notice of a Sample collection that could establish that Anti-Doping Rule Violation or, in the case of an Anti-Doping Rule Violation other than under Regulation 3 (presence of a Prohibited Substance), before receiving first notification of the admitted violation pursuant to these Regulations, and that admission is the only reliable evidence of the violation at the time of admission, then the period of suspension may be reduced, but not below one half of the period of suspension otherwise applicable.

### 72. Prompt Admission of an Anti-Doping Rule Violation after being Confronted with a Violation A Participant who is potentially subject to a four-year suspension for violation of Regulation 3, 4, 7 or 8, or for evading or refusing Sample collection in violation of Regulation 5 may, by promptly admitting the asserted Anti-Doping Rule Violation after being confronted by an Anti-Doping Organisation, and also upon the approval and at the discretion of both WADA and The Association, receive a reduction in the period of suspension down to a minimum of two years, depending on the seriousness of the violation and the Participant's degree of Fault.

### 73. Reduction in sanction under more than one provision

Before applying any reduction or suspension under this Part Eight, the otherwise applicable period of suspension shall be determined. If the Participant establishes entitlement to a reduction or suspension of the period of suspension under two or more provisions of this Part Eight, then the period of suspension may be reduced or suspended, but not below one quarter of the otherwise applicable period of suspension.

## PART NINE - APPEALS

### 74. The following decisions may be appealed exclusively as provided in this Part Nine: a decision that an Anti-Doping Rule Violation was committed, a decision imposing or not imposing a sanction for an Anti-Doping Rule Violation, or a decision that no Anti-Doping Rule Violation was committed; a decision that an Anti-Doping Rule Violation proceeding cannot go forward for procedural reasons (including, for example, prescription); a decision by WADA not to grant an exception to the six months' notice requirement for a retired Player to return to Competition under Regulation 48; a decision by WADA assigning results management; a decision by The Association not to bring forward an Adverse Analytical Finding or an Atypical Finding as an Anti-Doping Rule Violation, or a decision not to go forward with an Anti-Doping Rule Violation after an investigation; a decision to impose a Provisional Suspension as a result of a Provisional Hearing; The Association's failure to comply with Regulation 25 (provisional suspensions); a decision that The Association lacks jurisdiction to rule on an alleged Anti-Doping Rule Violation or any resulting sanction; a decision to suspend, or not suspend, a period of suspension or to reinstate, or not reinstate, a suspended period of suspension under Regulation 70; a decision under Regulation 44 (punishment of Participant for contravening Regulation 42(a)); and a decision by The Association not to recognise another Anti-Doping Organisation's decision.

### 75. In addition to The Association and the Participant who is the subject of the decision, FIFA, the NADO and WADA shall also have the right to appeal against a decision referenced in Regulation 74. Such decisions shall be notified immediately to FIFA, the NADO and WADA. The deadline for FIFA, the NADO and / or WADA to lodge such an appeal shall be 21 days from receipt of the decision and any case file from The Association. Any Regulation that stipulates a time limit applicable to other appellants in The Appeal Regulations shall not apply to FIFA, the NADO or WADA in such cases. Both the Participant who is the subject of the decision and The Association shall have the right to act as a Respondent where an appeal is brought by FIFA, the NADO or WADA. Any Anti-Doping Organisation that is a party to an appeal shall promptly provide the appeal decision to the Participant and to the other Anti-Doping Organisations that would have been entitled to appeal.

## ANTI-DOPING REGULATIONS

76. FIFA and WADA shall also have the right to appeal to CAS against any decision of the Appeal Board in relation to an Anti-Doping Rule Violation that would otherwise be final and binding under The Appeal Regulations. Such decisions of the Appeal Board shall be sent immediately to FIFA and WADA. The deadline for FIFA and WADA to lodge such an appeal shall be 21 days from receipt of the decision and any case file from The Association. Cross appeals and other subsequent appeals by any respondent named in cases brought to CAS under the Code are specifically permitted. Any party with a right to appeal under this Regulation must file a cross appeal or subsequent appeal at the latest with the party's answer.
77. Notwithstanding any other provision of these Regulations, where WADA has a right of appeal under these Regulations against a decision, and no other party has appealed against that decision, WADA may appeal that decision directly to CAS without having first to exhaust any other remedy, including (without limitation) without having to appeal to the Appeal Board. Where The Association fails to render a decision with respect to whether an Anti-Doping Rule Violation was committed within a reasonable deadline set by WADA, WADA may elect to appeal directly to CAS as if The Association had rendered a decision finding no Anti-Doping Rule Violation. If CAS determines that an Anti-Doping Rule Violation was committed and that WADA acted reasonably in electing to appeal directly to CAS, WADA's costs and legal fees shall be reimbursed by The Association.
78. The scope of review for any appeal pursuant to these Regulations includes all issues relevant to the matter and is expressly not limited to the issues or scope of review before the initial decision maker. In making its decision in any appeal, CAS need not give deference to the discretion exercised by the body whose decision is being appealed.

## PART TEN – MISCELLANEOUS

79. The Association will recognise testing, hearing results or other final adjudication of any signatory of the Code that are consistent with the Code and within the signatory's authority. The Association will recognise the same actions of bodies that are not signatories of the Code if the rules of those bodies are otherwise consistent with the Code.
80. Where doping control has been carried out in accordance with FIFA's Anti-Doping Regulations, whether by FIFA or another confederation or association, The Association shall recognise the results of such doping control.
81. The Association shall recognise and render effective decisions taken by FIFA or another national association regarding a breach of FIFA's Anti-Doping Regulations.
82. Personal information that is provided pursuant to these Regulations shall be collected, stored, processed and/or disclosed in compliance with the applicable law for the purposes of carrying out these Regulations. More information on this processing, and Participant's data subject rights, can be found in The Association's Anti-Doping Privacy Policy.

## SCHEDULE ONE

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### PROCEDURAL GUIDELINES FOR THE CONDUCT OF DRUG TESTING AND INVESTIGATIONS

#### PART ONE – GENERAL PROVISIONS

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##### 1. General

- 1.1. Testing will be carried out in conformity with the International Standard for Testing and Investigations and these Guidelines (as amended from time to time). The Association has drug testing jurisdiction over all Participants. Players may be drug tested at any place and any time, including during any period of suspension. Drug testing may be conducted on both male and female Players and reference in these Regulations and Guidelines to “a Player” includes either gender, as appropriate. Testing shall only be undertaken for anti-doping purposes, although Samples collected in such testing may also be analysed to determine compliance with The Association’s Social Drugs Policy Regulations prohibiting the Out of Competition use of social drugs (as defined in those Regulations).
- 1.2. Drug testing refers to the collection of both blood and urine Samples. The decision to collect blood and/or urine Samples at a test event is at the absolute discretion of the NADO and The Association. The minimum requirements for blood testing set out in clause 6.1 only apply to Premier League and EFL Championship Clubs. Any Player may be subject to blood testing regardless of which league he participates in.
- 1.3. Drug testing may be conducted on Minors and should be carried out in accordance with the International Standard for Testing and Investigations Annex C (Modifications for Athletes who are Minors). Where a Minor is to be tested, any consent or signature that is required by these Regulations is to be given by a representative of the Player’s Club. It is the responsibility of each Club to ensure that it has obtained, from a person with parental responsibility for any Minor, prior written consent to the conduct of drug testing upon such a Minor. No Minor may participate in any football activity without such consent being obtained.
- 1.4. Players are obliged to undergo drug testing as set out in these Regulations and Guidelines. In particular, every Player designated to undergo a drug test by a Doping Control Officer, or Blood Collection Official, whether as a result of target testing or random selection, is obliged to provide a urine Sample and/or a blood Sample, and to cooperate promptly and fully with all Competent Officials. urine Sample and/or a blood Sample, and to cooperate promptly and fully with all Competent Officials.

##### 2. Confidentiality

- 2.1. A Player has the right to access information relevant to his test held in relation to the Anti-Doping Programme. The Association may however refuse such access if, for example but without limitation, the release of such information:
  - (a) would jeopardise any charges brought or to be brought by The Association or jeopardise an ongoing investigation whether or not this involves the Player who was being charged;
  - (b) would jeopardise the rights of third parties (including the source(s) of information received by The Association); or
  - (c) appears to be sought by the Player for an improper or collateral purpose.
- 2.2. Periodically The Association may publish to the NADO or the public in general, in summary and anonymised form, reports of tests undertaken on Players.

- 2.3. In the event of an Adverse Analytical Finding, The Association shall notify the NADO, and FIFA by no later than completion of the results management process described in part 6 below, and shall notify the same organisations where it has withdrawn such an allegation, imposed a Provisional Suspension, or agreed with a Participant to the imposition of a sanction without a hearing. The Association may also notify UEFA of the results of any Sample analysis.
- 2.4. The NADO and FIFA shall be regularly updated on the status and findings of any review or proceedings conducted pursuant to these Regulations with a prompt written reasoned explanation or decision explaining the resolution of the matter.
- 2.5. In the event The Association charges a Participant with commission of an Anti-Doping Rule Violation, The Association shall notify the NADO and FIFA simultaneously with the issue of the charge to the Participant. Notification shall include: the Participant's name, country and discipline within football, the Participant's competitive level, whether the test (if any) was In-Competition or Out-of-Competition, the date of Sample collection, the analytical result reported by the laboratory, and other information as required by the International Standard for Testing and Investigations, or, for Anti-Doping Rule Violations other than under Regulation 3, the rule violated and the basis of the alleged violation.
- 2.6. The Association shall notify the NADO and FIFA of the decision of any FA Regulatory Commission and/ or Appeal Board considering an Anti-Doping Rule Violation.
- 2.7. The recipient organisations shall not disclose any of this information beyond those persons with a need to know (which would include the appropriate personnel at the applicable Club) until The Association has made Public Disclosure or has failed to make Public Disclosure of this information.
- 2.8. Any information relating to a whereabouts-related failure in respect of a Player shall not be disclosed beyond those persons with a need to know unless and until that Player is found to have committed an Anti-Doping Rule Violation or Misconduct based on such whereabouts- related failure. Such persons who need to know shall also maintain the confidentiality of such information until the same point.
- 2.9. The Association shall not comment publicly on the specific facts of a pending case, except in response to public comments attributable to the Participant concerned or his representatives.
- 2.10. In the event of an Anti-Doping Rule Violation being determined by a final decision in disciplinary proceedings, including any appeal proceedings, The Association shall make Public Disclosure by publishing on its website the details of the decision, including the Anti-Doping Rule Violation, the name of the Participant who committed the violation, the Prohibited Substance or Prohibited Method involved (where applicable), and the penalty imposed. Where the final decision is that no Anti-Doping Rule Violation has been committed, the decision may only be Publicly Disclosed, whether in its entirety or in redacted form, with the consent of the Participant. The Association shall use reasonable efforts to obtain such consent. Public Disclosure on The Association's website of any decision pursuant to this paragraph 2.10 shall be for the longer of either one month or the duration of any suspension imposed on the Participant.
- 2.11. The mandatory requirement to make Public Disclosure of decisions contained in paragraph 2.10 shall not apply where the Participant who has committed an Anti-Doping Rule Violation is a Minor, or in the case of decisions finding Misconduct contrary to any of Regulations 14-17. Any publication by The Association in relation to such cases will be entirely at its discretion.
- 2.12. Notwithstanding paragraph 2.10, the Regulatory Commission or Appeal Board may order that some or all of the text of any decision it reaches in an anti-doping case may not be published, where there are compelling reasons not to publish. In such cases, only the outcome may be published.

# ANTI-DOPING REGULATIONS

## PART TWO – DRUG TESTING

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3. Doping Control Form
  - 3.1. It should be noted that the Doping Control Form used in the Anti-Doping programme is generic and not specific to football. In the event of any conflict between the terms of any form and the Anti-Doping Regulations or these Guidelines, the Anti-Doping Regulations and Guidelines shall prevail.
4. Test Distribution Planning
  - 4.1. The NADO will draw up the test distribution plan for football in consultation with The FA Anti-Doping Unit. The test distribution plan must be compliant with the WADA Technical Document for Sport Specific Analysis (TDSSA) and the requirements of the International Standards for Testing and Investigations. The Association will provide a copy of its test distribution plan to WADA upon request. Players shall be selected for Sample collection using random selection methods and targeted testing, as required.
  - 4.2. Target testing shall be based on an assessment of the risks of doping and the most effective use of resources to ensure optimum detection and deterrence. Target testing conducted Out of Competition shall be as determined by the NADO in consultation with The FA Anti-Doping Unit, or by The FA Anti-Doping Unit independently. During In Competition periods, the DCO and / or The Football Association Supervising Officer (“FASO”) may also select additional Players for Sample collection, e.g. based on behaviour indicating doping. If more than one Player in a team has tested positive, target testing may be performed on all Players in the team.
  - 4.3. For individual Players, target testing may be performed as a consequence of:
    - (a) behaviour indicating doping;
    - (b) abnormal biological parameters (blood parameters, steroid profiles etc.);
    - (c) injury;
    - (d) repeated, or suspicious failure to make whereabouts filings;
    - (e) player test history;
    - (f) the conditions of a disciplinary order;
    - (g) reinstatement following a period of suspension; or
    - (h) any other reason determined by The Association or the NADO.Neither The Association nor the NADO is obliged to provide the Player or Club representative with a reason for the Player’s selection for a target test.
  - 4.4. Testing that is not target testing shall be determined by random selection.

### General

5. Notification of Drug Testing
  - 5.1. The Sample collection will be carried out by Doping Control Officers (DCOs), Chaperones or Blood Collection Officers (BCO’s). During testing conducted In Competition and during testing conducted using the whereabouts information specified in Regulation 15, a FASO may also be present (i) to act as a point of liaison between the Club and Player and the DCO(s)/BCO(s)/ Chaperone(s), and (ii) to facilitate the conduct of drug testing and (iii) to report any matters of interest or concern to The Association.
  - 5.2. Before drug testing is carried out, if requested by the Player and/or any Club official, the Competent Officials must show their identification cards. The Competent Officials are under no obligation to present their identification cards where the circumstances render this unreasonable.

## ANTI-DOPING REGULATIONS

- 5.3. On arriving at a venue for In Competition drug testing or for testing using the whereabouts information specified in Regulation 15, the Competent Officials will attempt to make contact with an official from the relevant Club. For an In Competition test the official would be the Secretary of the home Club or (if the Secretary is not present or otherwise unavailable) another official from the home Club.
- 5.4. If requested by a DCO, BCO, FASO or Chaperone, any Player selected for drug testing may be required to produce photographic identification to prove his identity.
6. Facilities for the Collection of Samples
  - 6.1. At all venues used for drug testing, Clubs are obliged to provide as a minimum the following secure areas (collectively known as the "Doping Control Station") for the collection of Samples:
    - (a) A clean, adequately lit private waiting area, with sufficient seating for the Players waiting to be tested;
    - (b) A clean, private working area of sufficient size to comfortably accommodate the persons referred to in paragraph 13.3 below, which should contain clean fixed surfaces for sampling equipment and Samples;
    - (c) Private toilets; and
    - (d) Where blood testing is being conducted, a comfortable chair and/or bed for the Player to use during the provision of a blood Sample, and sufficient space for the Player to lie down.
  - 6.2. The Doping Control Station must be allocated for the sole use of the Competent Officials for the duration of the doping control process. Where practical, all areas required for the Doping Control Station must be linked with or proximate to each other. The Doping Control Station must be clearly identified. The Doping Control Station should be made available in a usable condition and should be clean.
  - 6.3. The Competent Officials will provide the equipment that is required for the drug testing, including (where applicable) collection vessels, containers, Sample bottles, and approved sealing equipment.
  - 6.4. Prior to the start of testing, the Competent Officials should satisfy themselves that the Doping Control Station facilities are adequate. Clubs must comply with any reasonable requests made by Competent Officials who do not believe that the facilities are adequate. The Association may make a written request for a Club to alter or improve its Doping Control Station or the facilities used for the same, and the Club shall alter or improve its Doping Control Station to meet the request within a reasonable timeframe to be stipulated by The Association.
  - 6.5. The DCO(s) will make every effort to collect Samples as discreetly as possible and with maximum privacy, but it must be recognised that circumstances may impose difficulties upon a DCO that cannot easily be overcome.
  - 6.6. Once the Competent Officials have confirmed their satisfaction with the facilities provided, only those people listed in paragraph 13.3 of these Guidelines should be allowed into the Doping Control Station until completion of the doping control process.
  - 6.7. It is recommended that the Club arranges for a security guard/steward to be positioned outside the Doping Control Station to keep unauthorised persons from entering the Station. A 'No Entry' sign should be displayed.
7. Verification of whereabouts information
  - 7.1. On occasion, The Association may send officials to training venues in order to verify in any respect the accuracy of the whereabouts information submitted by a Club or Player. Such verification may be conducted separately to or in conjunction with drug testing. Clubs must provide FA staff attending for this purpose with all necessary assistance to complete this task satisfactorily. Any inaccuracy of the whereabouts information submitted by a Club or Player that is discovered in this manner may be treated as a breach of Regulation 14 and/or Regulation 15, as appropriate.

## ANTI-DOPING REGULATIONS

8. Random selection of Players
  - 8.1. The selection of Players for drug testing shall be determined by the NADO in consultation with The FA Anti-Doping Unit, or by The FA Anti-Doping Unit independently. If it is decided to select Players on a random basis, the random selection by a draw of required Players will be conducted by the Lead DCO witnessed by the Competent Officials.
  - 8.2. Only the Competent Officials need to be present for the draw. Although official(s) from the relevant Club(s) whose Players are subject to testing may be invited to be present, the absence of such officials will not invalidate the draw.
  - 8.3. Additional “reserve” Players will be drawn in case a Player drawn is unable and/or fails to submit to the doping control process. For the avoidance of doubt, if a Player is determined to have failed without compelling justification to submit to the doping control process, he may be charged with an Anti-Doping Rule Violation under Regulation 5.
  - 8.4. The timing of the draw will be at the complete discretion of The Association and the NADO.
  - 8.5. During any test event, target testing of further Players may also be conducted at that time as a separate matter.
9. Target testing
  - 9.1. In addition to random testing, the NADO in consultation with The FA Anti-Doping Unit, or The FA Anti-Doping Unit independently, may conduct target testing on Clubs or Players, including Players in the current representative England team squads. Target testing may be requested by the Professional Footballers’ Association and/or Clubs.
  - 9.2. Target testing will take place at a date and time determined by the NADO in consultation with The FA Anti-Doping Unit, or The FA Anti-Doping Unit independently. The Player may be required to supply whereabouts information to The Association to allow such testing to take place.
10. Player rights and responsibilities
  - 10.1. The Player’s rights in relation to the drug testing process include the right to:
    - (a) have the team physician or other representative and (if required) an interpreter present; and
    - (b) be informed and ask for additional information about the Sample collection process.
  - 10.2. The Player’s obligations in relation to the drug testing process include the requirement to:
    - (a) report immediately for a test following notification, unless there are valid reasons for a delay, as determined at the absolute discretion of the DCO or BCO;
    - (b) remain within direct observation of the BCO, DCO or the Chaperone at all times from the point of notification until completion of the Sample collection; and
    - (c) comply with Sample collection procedures (where practicable the Player shall be advised of the possible consequences of failure to comply).
11. Notification of Players
  - 11.1. An appropriate Club representative may be notified of the Players selected for testing.
  - 11.2. The Club and all Club officials must ensure that the Competent Officials are given clear and unobstructed access to Players selected for testing without delay. Clubs and Club officials must provide the Competent Officials with all reasonable assistance they may require to locate the Player and carry out the notification process and Sample collection as expeditiously and as efficiently as possible. Clubs and Club officials must do all in their power to ensure that the Competent Officials make contact with Players selected for testing as soon as reasonably practicable. Any failure to comply with the above may be treated as a breach of Regulation 7 (Tampering or Attempted Tampering) or Regulation 16 (interference with the drug testing process), as appropriate.



## ANTI-DOPING REGULATIONS

- 11.3.** Once contact has been made between the selected Player and the Competent Official, the Player will be notified of his selection for drug testing and must (in accordance with paragraph 13.1) immediately report to the Doping Control Station. The Player must allow himself to be chaperoned at all times following the notification. Save only where written acknowledgement is clearly impracticable at the time of notification, upon notification the Player must acknowledge that he has been selected for drug testing by signing the relevant section of the Doping Control Form. In those exceptional cases where written acknowledgement is impracticable at the time of notification, the Player should confirm the notification when he gets to the Doping Control Station, by signing the relevant section of the form at that point.
- 11.4.** If a Player is determined to have avoided notification without compelling justification, he may be charged with an Anti-Doping Rule Violation under Regulation 5 (evading or refusing or failing to submit to Sample collection) or (if Regulation 5 does not apply) with Misconduct.

### 12. Testing of reserves or other Players

Where a Sample cannot be collected from a Player due to injury, a Sample will be taken from another Player of the same team, either selected at random or pre-selected as a reserve. Clubs and Club officials must ensure that a Player pre-selected as a reserve does not leave the stadium, training ground or other relevant venue until the Player has checked with a DCO that he is not required for drug testing.

### 13. Collection of Samples

- 13.1.** Having been notified, a Player must immediately report to the Doping Control Station. On reporting to the Doping Control Station, the Player must (if he has not done so already) acknowledge that he has been selected for drug testing by signing the relevant section of the Doping Control Form. He must then remain there until the testing process is completed. He may leave the Doping Control Station only under exceptional circumstances with the prior permission of the Lead DCO and then only if chaperoned by a DCO or Chaperone at all times until his return to the Doping Control Station.
- 13.2.** If a Player fails or refuses to report to provide a Sample, reports but then refuses to provide a Sample, or otherwise fails to follow the directions of the Competent Officials, he may be subject to penalties for an Anti-Doping Rule Violation under Regulation 5 or Regulation 7 or (if neither Regulation 5 nor Regulation 7 applies) for Misconduct.
- 13.3.** Only the following persons should be allowed into the working room of the Doping Control Station:-
- (a) the FASO;
  - (b) the DCO(s);
  - (c) the BCO(s);
  - (d) the Chaperone(s);
  - (e) the Player;
  - (f) the team physician or other representative nominated by the Player (and interpreter if required); and
  - (g) any other person specified by the NADO and/or The Association.

The Competent Officials may reasonably refuse access to the Doping Control Station to any person not listed in this paragraph 13.3.

- 13.4.** Where a Sample is to be taken from a Player who is a Minor, the Player will be given the opportunity to have a representative, selected by and of the same gender as the Player, where practicable, present during the doping control process at all times.

## ANTI-DOPING REGULATIONS

### 14. Failure to comply with doping control

- 14.1. When any Competent Official becomes aware of any matters occurring before, during or after a Sample collection session that may lead to a determination of a failure to comply, he must inform the FASO and Lead DCO immediately.
- 14.2. The Lead DCO shall then:
  - (a) inform the Player or other party concerned of the consequences of a possible failure to comply if practicable;
  - (b) complete the Player's Sample collection session, if possible;
  - (c) provide a detailed written report of any possible failure to comply to The Association and the NADO.
- 14.3. The Association shall then:
  - (a) inform the Player or other party concerned of the possible failure to comply in writing and grant the Player an opportunity to respond;
  - (b) instigate an investigation of the possible failure to comply based on all relevant information and documentation;
  - (c) document the evaluation process.
- 14.4. If The Association determines that there has been a potential failure to comply, it shall promptly notify the Player or other party in writing of the possible consequences, i.e. that a potential failure to comply will be investigated and that appropriate follow-up action will be taken in accordance with the Anti-Doping Regulations.
- 14.5. Any additional necessary information about the potential failure to comply shall be obtained from all relevant sources, including the Player or other party, as soon as possible and recorded.
- 14.6. The Association shall investigate the potential failure to comply and take appropriate follow-up action in accordance with the Anti-Doping Regulations and any applicable disciplinary regulations.
- 14.7. The FA Anti-Doping Unit shall establish a system for ensuring that the outcomes of its investigation into the potential failure to comply are considered for the purposes of results management and, if applicable for further planning and target testing.

### 15. Urine Samples

- 15.1. As soon as a Player feels that he is ready to provide a urine Sample, he may select a Sample collection vessel and a lid from a number of clean, unused vessels/lids and proceed to provide the Sample. The collection of the Sample should be witnessed by a DCO who is the same gender as the Player.
- 15.2. Each Player is to be requested to provide a minimum of 90ml of urine. However, any 'shortfall' in the amount of urine provided shall not invalidate the test provided there is sufficient Sample for the analysis to be adequately performed.
- 15.3. If initially a Player is unable to provide the required amount of urine, the Sample should be sealed and kept secure in the Doping Control Station. If a Competent Official permits him to leave the Doping Control Station (under chaperone), the Player must satisfy himself that the partial Sample has been sealed and safely stored prior to leaving the Doping Control Station. When ready to add to the Sample previously provided, the Player may return to the relevant area and provide a further Sample in accordance with the procedure set out in paragraph 15.1 of these Guidelines.
- 15.4. Once the DCO is satisfied that a sufficient amount of urine has been collected, the Player will be asked to select a box containing two tamper-evident Sample bottles and to pour his Sample from the collection vessel into the bottles. One Sample bottle will be used as the "A" Sample and the other as the "B" Sample.

## ANTI-DOPING REGULATIONS

- 15.5. If one or more further Samples are provided pursuant to paragraph 15.3 of these Guidelines, such Sample(s) will be mixed together by the Player (or in exceptional circumstances where the Player is unable to do so, by a DCO) to create a single Sample.
  - 15.6. The DCO will carry out a test on the residue of the Sample left in the collection vessel to check the specific gravity of the Sample to ensure that it falls within the range required by the International Standard for Testing and Investigations. If the Sample does not fall within the required range, the Player must provide further Sample(s) in accordance with the procedure set out in paragraph 15.1 of these Guidelines until a Sample is provided that falls within the required range. The number of additional Samples to be collected is at the sole discretion of the DCO conducting the test, who may decide to abandon the test if circumstances prevent the collection of further Samples. For the avoidance of doubt, a Sample may still be analysed if it falls outside of the specified range.
  - 15.7. The urine Sample must be divided by the Player (or in exceptional circumstances where the Player is unable to do this, by a DCO in the presence of the Player) into the two bottles. It is recommended that the "A" Sample consists of at least 60ml and the "B" Sample of at least 30ml of urine.
  - 15.8. The two bottles must be closed and sealed by the Player (or in exceptional circumstances where the Player is unable to do this, by a DCO in the presence of the Player) and inserted into the box for transit to the laboratory. The Player should ensure that the code on each bottle is the same as the code entered by the DCO on the Doping Control Form.
  - 15.9. The Player, any accompanying representative and the DCO present at the Doping Control Station must sign the Doping Control Form, confirming that the above procedures were carried out satisfactorily. If the Player thinks that the procedures were not carried out satisfactorily, he should declare so in writing on the Doping Control Form and state his reasons for dissatisfaction. If the Player does not indicate any dissatisfaction with the testing procedure, this shall amount to conclusive evidence that the test was properly conducted and the Player will be deemed to have waived a claim to any irregularity in the collection of the Sample.
- 16. Blood Samples**
- 16.1. Upon arrival at the Doping Control Station, the Player will be provided with an opportunity to hydrate. The Player will be required to sit, and to remain seated and relaxed for a time specified by the DCO before providing the blood Sample. Should the Player not comply with this request, this will be recorded by the DCO.
  - 16.2. The DCO or BCO will ask the Player to provide information in relation to each of the following:
    - (i) the Player's use of medication that may affect the Sample collection, particularly any medication that may affect blood clotting; and
    - (ii) any disorder suffered by the Player that may affect bleeding.
  - 16.3. If the Player provides any information in relation to either of the above, this should be recorded on the Doping Control Form, and the BCO (after consultation with the DCO) may determine in his or her sole discretion not to proceed with the collection procedure, in which case the DCO shall complete the Doping Control Form stating the reason why the BCO did not proceed with the collection.
  - 16.4. After the required rest period, the DCO shall direct the Player to choose three sealed packs of blood collection kit from a selection of at least six. The DCO/BCO will then direct the Player to choose one blood Sample storage kit (containing an A and B Sample bottle) from a selection of at least three.
  - 16.5. If, in assessing the Player's veins, the BCO considers that a butterfly needle is required for Sample collection, the Player shall be asked to select a butterfly needle from a selection of sealed needles.
  - 16.6. The BCO will then insert the needle into the Player's vein and attach the appropriate number of container(s) to the needle to collect the blood from the Player.

## ANTI-DOPING REGULATIONS

- 16.7. In the event that the BCO is unable to draw sufficient blood from the first attempt, the BCO will undertake a second attempt to collect the blood Sample from a different puncture site and using a new collection kit. No more than three attempts in total to insert a needle into the Player's body will be made on a Player at any one blood collection session. Should all three attempts fail, the blood collection session will be terminated and the DCO or BCO will record the reasons for terminating the collection session. The entire blood Sample collection session will be carried out (to the extent reasonably practicable) in full view of the Player.
- 16.8. Once the BCO has collected the blood from the Player, the blood Sample containers will be inverted gently to mix the blood with the anti-coagulant (if required) and then placed on a table in full view of the Player and the BCO.
- 16.9. The DCO/BCO or Player will then place one blood Sample container into each of the A and B Sample bottles and seal the bottles. The DCO/BCO will then record the blood Sample bottle codes onto the Doping Control Form and record the time of sealing.
- 16.10. The Player shall be provided with an opportunity to document on the Doping Control Form any blood transfusions that he/she may have undergone over the last six months and/or to indicate any medications taken by him or her over the past seven days. The Player will also be required to complete the 'Consent for Research' section of the Doping Control Form to document whether the Player consents for his Sample to be used for research.
- 16.11. The Player, any accompanying representative and the DCO/BCO present at the Doping Control Station must sign the Doping Control Form, confirming that the above procedures were carried out satisfactorily. If the Player considers that the procedures were not carried out satisfactorily, he should declare so in writing on the Doping Control Form and state his reasons for dissatisfaction. If the Player does not indicate any dissatisfaction with the testing procedure, this shall amount to conclusive evidence that the test was properly conducted and the Player will be deemed to have waived a claim to any irregularity in the collection of the Sample.

### PART THREE – PROCEDURES SPECIFIC TO IN COMPETITION TESTING

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17. Selection of Matches
  - 17.1. Drug testing may be conducted at any Match involving Participants and no prior notice needs to be given either to the Clubs concerned or to the Players.
  - 17.2. The Matches at which the drug tests are to be conducted will be decided by The Association in consultation with the NADO, or by The Association independently. All Matches are open to testing.
18. Procedures following the selection of Players
  - 18.1. Once Players have been selected the Club must allow at least 3 of the Competent Officials access to observe the Players from the tunnel area and/or from an adjacent or nearby area of the pitch or stand where the Competent Officials can easily accompany the selected Players from the field of play in the event of substitution, injury or other reason for leaving the field of play.

### PART FOUR – PROCEDURES SPECIFIC TO OUT OF COMPETITION TESTING

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#### 19. General

In association with the NADO or any other body so designated by The Association, The Association may conduct unannounced Out Of Competition testing on any Player at any place and any time, whether or not such place and/or time has been provided by the Club or Player as part of the provision of whereabouts information.

## ANTI-DOPING REGULATIONS

20. Procedures following the selection of Players
  - 20.1. Once Players have been selected, the Competent Officials must give Players a reasonable time to complete training or any other activity in which they are engaged before giving the verbal notification in accordance with paragraph 11.3 above.
  - 20.2. The Club must allow the Competent Officials access to observe the Players complete training or any other activity in which they are engaged.

### **PART FIVE – STORAGE, DESPATCH AND ANALYSIS OF SAMPLES**

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21. Storage and Despatch of Samples
  - 21.1. All Samples should be stored in a secure place pending despatch to the laboratory.
  - 21.2. Where blood Samples are collected, the A and B Sample bottles may (depending on the transportation system being used) be placed into a plastic sleeve under the observation of the Player. The bottles will be placed into a temperature-controlled container for transportation, whatever the transportation system used.
  - 21.3. Samples should be sent to the laboratory as soon as is reasonably practicable.
22. Use of accredited laboratories
  - 22.1. Analysis of the Samples shall be carried out in WADA-accredited laboratories or laboratories otherwise approved by WADA. The choice of WADA accredited laboratory (or other laboratory or method) used for the Sample analysis shall be determined exclusively by The Association or by any other body as may be designated by The Association.
23. The purpose of Sample analysis and Investigations
  - 23.1. Samples shall be analysed to detect Prohibited Substances and Prohibited Methods identified in the Prohibited List and other substances as may be directed by WADA, and/or to assist the NADO and/or The Association in profiling relevant parameters, including DNA or genomic profiling, or for any other legitimate anti-doping purpose. They may also be analysed to determine compliance with The Association's Social Drugs Policy Regulations. Samples may be collected and stored for future analysis.
  - 23.2. Investigations shall be undertaken in relation to Atypical Findings and Adverse Passport Findings, and in relation to other indications of potential Anti-Doping Rule Violations, to gather intelligence or evidence (including, in particular, non-analytical evidence) in order to determine whether an Anti-Doping Rule Violation has occurred.
24. Research on Samples
  - 24.1. No Sample may be used for research without the Player's written consent.
25. Analysis of Samples
  - 25.1. Laboratories shall analyse Samples and report results in conformity with the International Standard for Laboratories. The head of the laboratory shall send the test results to the NADO. The head of the laboratory may also send results to The Association.
  - 25.2. Any Sample may be subject to further analysis by The Association or NADO at any time before both the A and B Sample analytical results (or A Sample result where B Sample analysis has been waived or will not be performed) have been communicated to the Player as the asserted basis for an Anti-Doping Rule Violation contrary to Regulation 3. A Sample may be stored and subject to further analyses for the purposes of paragraph 24.1 at any time exclusively at the direction of The Association, WADA or the NADO (any Sample storage or further analysis initiated by WADA shall be at WADA's expense). Further analysis of Samples shall be conducted in substantial conformity with the requirements of the International Standard for Laboratories and the International Standard for Testing and Investigations.

## ANTI-DOPING REGULATIONS

- 25.3. All Samples provided by Players further to doping control under the responsibility of The Association are the property of the designated Sample collection body. The designated Sample collection body shall immediately following Sample provision by the Player concerned transfer ownership of that Sample to The Association. Following consultation with The Association, the NADO may make reasonable directions in relation to the re- analysis of Samples based on knowledge and information arising after the initial analysis. The Association shall comply with such reasonable directions.
- 25.4. The Association will endeavour to ensure that the analysis of the “A” Sample is carried out as soon as possible after arrival at the designated laboratory.
- 25.5. Access to the laboratory during analysis should be restricted to authorised members of the laboratory and to authorised observers.
- 25.6. If at any stage any question, issue or problem arises in relation to the Sample, the laboratory may conduct any further or other tests necessary to clarify or resolve the matter at issue. The results of such tests may be relied upon by The Association in any disciplinary proceedings.

### PART SIX – RESULTS MANAGEMENT

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#### 26. Communication of Results

- 26.1. Following notification of an Adverse Analytical Finding or other Anti-Doping Rule Violation, the matter shall be subject to the results management process set out below.
- 26.2. The results management process shall be conducted by the NADO and/or The FA Anti-Doping Unit as agreed between them. For the avoidance of doubt, The Association shall be the body that conducts the results management process unless The Association agrees otherwise.
- 26.3. For the purpose of this Part, references hereafter to the NADO and The FA Anti-Doping Unit shall, where appropriate, be understood as meaning the relevant person or body of The Association and references to the Participant shall, where appropriate, be understood as meaning any Player Support Personnel or other person.
- 26.4. If the Player is under 18 years of age at the time of the above notification, the Player will be asked to provide consent for The Association to notify his or her parent(s)/guardian(s).

#### 27. Initial review regarding Atypical Findings and notification

- 27.1. Upon receipt of an Atypical Finding, the NADO or The Association shall conduct a review to determine whether:
  - (a) The finding is consistent with a valid and applicable TUE that has been granted to the Player (and if the Player has applied for a retroactive TUE then the review may be stayed pending determination of that application); or
  - (b) There has been any apparent departure from the International Standard for Laboratories or the International Standard for Testing and Investigations that caused the finding.
- 27.2. If the initial review does not reveal an applicable TUE or an apparent departure that caused the Atypical Finding, the NADO or The Association shall conduct the required investigation. After the investigation has been completed, the Player and his Club, and WADA shall be notified whether or not the Atypical Finding will be brought forward as an Adverse Analytical Finding. Notice of an Atypical finding will not be provided before completion of the investigation unless it is determined that the B Sample should be analysed, in which case the Player will be notified.

## ANTI-DOPING REGULATIONS

- 28.** Initial review regarding Adverse Analytical Findings and notification
- 28.1.** Upon receipt of an Adverse Analytical Finding, the NADO or The Association shall conduct a review to determine whether:
- (a) The finding is consistent with a valid and applicable TUE that has been granted to the Player (and if the Player has applied for a retroactive TUE then the review may be stayed pending determination of that application); or
  - (b) There has been any apparent departure from the International Standard for Laboratories or the International Standard for Testing and Investigations that caused the Adverse Analytical Finding.
- 28.2.** If the initial review does not reveal an applicable TUE or departure that caused the Adverse Analytical Finding, the NADO or The Association shall at once confidentially notify a representative of The FA Integrity Department. Before giving any person notice of an alleged Anti-Doping Rule Violation, The Association shall refer to ADAMS or another system approved by WADA and contact WADA and other relevant Anti-Doping Organisations to determine whether the Player has any prior Anti-Doping Rule Violation.
- 28.3.** The Association shall then notify the Player and his Club simultaneously. This notification will include details of the following:
- (a) the Adverse Analytical Finding;
  - (b) the relevant Anti-Doping Rule Violation(s);
  - (c) the Player's right to promptly request the analysis of the "B" Sample and of the fact that the "B" Sample analysis may be deemed waived if such request is not received within the time limit set by The FA Anti-Doping Unit;
  - (d) the fact that analysis of the "B" Sample analysis may be conducted at the request of The Association regardless of the Player's decision in this respect;
  - (e) the scheduled date, time and place for the "B" Sample analysis;
  - (f) the opportunity for the Player and/or the Player's representative to attend the "B" Sample opening and analysis; and
  - (g) the Player's right to request copies of the "A" and "B" Sample laboratory documentation package, which includes information as required by the International Standard for Laboratories.
- 29.** Analysis of the "B" Sample in Adverse Analytical Findings
- 29.1.** The Player has the right to request the analysis of the "B" Sample within 5 calendar days of being notified of an Adverse Analytical Finding. The request for analysis of the "B" Sample has no impact on a provisional suspension of the Player.
- 29.2.** A Player may accept an "A" Sample analytical result by waiving his right to the "B" Sample analysis. The Association may however request the analysis of the "B" Sample at any time if it believes that such analysis will be relevant to consideration of the Player's case.
- 29.3.** The Association shall, either via the NADO or directly itself, communicate the request for analysis of the "B" Sample immediately to the head of the laboratory where the "B" Sample is stored. The analysis of the "B" Sample shall be carried out as soon as possible. Any delay in processing of the 'B' Sample shall not be considered as a departure from the International Standard for Laboratories that may invalidate the analytical procedure or results. No reason shall be accepted for changing the date of the "B" Sample analysis.
- 29.4.** The Player and/or his representative shall be allowed to be present at the opening of the "B" Sample analysis and to attend the analysis throughout. A representative of the Player's association or club may also be present and attend throughout, as may a representative of The Association and/or the NADO.

## ANTI-DOPING REGULATIONS

30. Results management
  - 30.1. The results of the “B” Sample analysis shall be sent immediately to the NADO to determine whether they confirm the Adverse Analytical Finding made in respect of the “A” Sample.
31. Review of Atypical Passport Findings and Adverse Passport Findings.
  - 31.1. Review of Atypical Passport Findings and Adverse Passport Findings shall take place as provided in the International Standard for Testing and Investigations and International Standard for Laboratories. At such time as the NADO or The Association is satisfied that an Anti-Doping Rule Violation has occurred, it shall promptly notify the Player and the Player’s Club of the alleged Anti-Doping Rule Violation, and the basis for that allegation.
32. Review of Whereabouts Failures.
  - 32.1. Review of potential filing failures and missed tests for Players in a Registered Testing Pool shall take place as provided in the International Standard for Testing and Investigations. At such time as The Association is satisfied that a Regulation 6 Anti-Doping Rule Violation has occurred, it shall promptly notify the Player and the Player’s Club of the alleged Anti-Doping Rule Violation, and the basis for it.
33. Review of other Anti-Doping Rule Violations
  - 33.1. In the case of any possible Anti-Doping Rule Violation where there is no Adverse Analytical Finding and no Atypical Finding, The Association shall conduct any investigation based on the facts of the case that it deems to be necessary.
  - 33.2. At such time as The Association has reason to believe that an Anti-Doping Rule Violation might have occurred, it shall promptly notify the Player and the Player’s Club of the alleged Anti-Doping Rule Violation, and the basis for it.
34. Response to Charge
  - 34.1. Where a Player is charged with an Anti-Doping Rule Violation, he shall be given a time limit to respond to the charge.
35. Retirement from sport
  - 35.1. If a Player retires while a results management process is under way, The Association retains jurisdiction to complete its results management process.
  - 35.2. If a Player retires before any results management process has begun, The Association has jurisdiction to conduct results management in respect of any matter occurring prior to such retirement.



## SCHEDULE TWO

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### DEFINITIONS

**“Administration”** means providing, supplying, supervising, facilitating, or otherwise participating in the Use or Attempted Use by another Person of a Prohibited Substance or Prohibited Method. However, this definition shall not include the actions of bona fide medical personnel involving a Prohibited Substance or Prohibited Method used for genuine and legal therapeutic purposes or other acceptable justification and shall not include actions involving Prohibited Substances which are not prohibited in Out-of-Competition Testing unless the circumstances as a whole demonstrate that such Prohibited Substances are not intended for genuine and legal therapeutic purposes or are intended to enhance sport performance;

**“Adverse Analytical Finding”** means a report from a laboratory or other WADA-approved entity that identifies in a Sample the presence of a Prohibited Substance or its Metabolites or Markers (including elevated quantities of endogenous substances) or evidence of the Use of a Prohibited Method, consistently with the International Standard for Laboratories and related technical documents;

**“Adverse Passport Finding”** means a report identified as such, as described in the applicable International Standards;

**“Anti-Doping Organisation”** means a signatory that is responsible for adopting rules for initiating, implementing or enforcing any part of the doping control process. Examples of anti-doping organisations include the International Olympic Committee or other major event organisations that conduct testing at their events, WADA, international federations, and national anti-doping organisations such as the NADO;

**“Anti-Doping Rule Violation”** means a breach of any one of Regulations 3-12 (inclusive);

**“Athlete Biological Passport”** means the program and methods of gathering and collating data as described in the International Standard for Testing and Investigations and International Standard for Laboratories;

**“Attempt”** means purposely engaging in conduct that constitutes a substantial step in a course of conduct planned to culminate in the commission of an Anti-Doping Rule Violation. However, there shall be no Anti-Doping Rule Violation based solely on an attempt to commit a violation if the person renounces the attempt prior to it being discovered by a third party not involved in the attempt;

**“Atypical Finding”** means a report from a laboratory or other WADA-approved entity that requires further investigation as provided by the International Standard for Laboratories or related technical documents prior to the determination of an Adverse Analytical Finding;

**“Atypical Passport Finding”** means a report described as an Atypical Passport Finding in the applicable International Standards;

**“Blood Collection Officer(s) or BCO(s)”** means the person(s) appointed by the NADO or any other body so designated by The Association to carry out the doping control process including for example but without limitation the collection of blood Samples;

**“CAS”** means the Court of Arbitration for Sport, Lausanne, Switzerland;

**“Chain of custody”** means the sequence of individuals or organisations who have the responsibility for a Sample from the provision of the Sample until the Sample has been received for analysis;

**“Chaperone”** means the person(s) appointed by the NADO or any other body so designated by The Association to assist in the Doping Control Process;

**“Code”** means the World Anti-Doping Code;

**“Competent Official”** means a BCO, DCO, a Chaperone or the FASO;

**“Competition”** has the same meaning as in Rule A2 of the Rules of the Association;

**“Contaminated Product”** means a product that contains a Prohibited Substance that is not disclosed on the product label or in information available in a reasonable internet search;

## ANTI-DOPING REGULATIONS

**“Doping Control”** means all steps and processes from test distribution planning through to ultimate disposition of any appeal including all steps and processes in between such as provision of whereabouts information, Sample collection and handling, laboratory analysis, therapeutic use exemptions, results management, hearings and appeals;

**“Doping Control Officer(s)”** or **“DCO(s)”** means the person(s) appointed by the NADO or any other body so designated by The Association to carry out the doping control process, including (for example but without limitation) the collection of Samples. If there is more than one DCO present during the doping control process, the Lead DCO shall have overall authority for that process;

**“Doping Control Station”** means the area reserved to carry out the doping control process as described in the Procedural Guidelines;

**“FA”** or **“Football Association”** or **“The Association”** shall mean The Football Association or its designee. The Association may in its absolute discretion delegate any of its functions under the Regulations to the NADO.

**“Fault”** means any breach of duty or any lack of care appropriate to a particular situation. Factors to be taken into consideration in assessing a Participant's degree of Fault include, for example, the Participant's experience, whether they are a Minor, special considerations such as impairment, the degree of risk that should have been perceived by the Player and the level of care and investigation exercised by the Player in relation to what should have been the perceived level of risk. In assessing the Participant's degree of Fault, the circumstances considered must be specific and relevant to explain the Participant's departure from the expected standard of behaviour. Thus, for example, the fact that a Player would lose the opportunity to earn large sums of money during a period of suspension, or the fact that the Player only has a short time left in his or her career, or the timing of the sporting calendar would not be relevant factors to be considered in reducing the period of suspension under the provisions of Part Eight;

**“FIFA Regulations”** means the Statutes, Regulations, directives and circulars of FIFA as well as the Laws of the Game issued by the International Football Association Board;

**“Football Association Supervising Officer”**, or **“FASO”**, means the person appointed by The Association to facilitate the doping control process;

**“In Competition”** means the time period starting at midnight on the day of a match until the time on that match day that the Sample collection procedures have been completed by the Competent Officials (note that this time period will be different for Players depending on the time at which Sample collection procedures are completed for individual Players);

**“International Standard”** means a standard (e.g. the International Standard for Testing and Investigations) adopted by WADA in support of the World Anti-Doping Code. Compliance with an International Standard (as opposed to another alternative standard, practice or procedure) shall be sufficient to conclude that the procedures addressed by the International Standard were performed properly. An International Standard shall include any technical documents issued pursuant to the International Standard;

**“Marker”** means a compound, group of compounds or biological parameters that indicate the Use of a Prohibited Substance or Prohibited Method;

**“Match”** means a single football match, including but not limited to any football match within the definition of “Match” contained in FA Rule A2;

**“Metabolite”** means any substance produced by a biotransformation process;

**“Minor”** means a natural person who has not reached the age of 18; “Misconduct” is as defined in the Rules of The Association;

**“National Anti-Doping Organisation”**, or **“NADO”**, means the entity(ies) designated by each country as possessing the primary authority and responsibility to adopt and implement anti-doping rules, direct the collection of Samples, the management of test results, and the conduct of hearings, all at the national level. This includes an entity that may be designated by multiple countries to serve as the regional anti-doping organisation for such countries. If this designation has not been made by the competent public authority(ies), the entity shall be the country's National Olympic Committee or its designee such as The Association. In respect of the United Kingdom (UK), “NADO” means UK Anti-Doping;

## ANTI-DOPING REGULATIONS

**“No Fault or Negligence”** means that the Participant is able to establish that he did not know or suspect, and could not reasonably have known or suspected even with the exercise of utmost caution, that he or she had Used or been administered the Prohibited Substance or Prohibited Method or otherwise violated an Anti-Doping Rule. Except in the case of a Minor, for any violation of Regulation 3, the Player must also establish how the Prohibited Substance entered his system;

**“No Significant Fault or Negligence”** means the Participant is able to establish that his Fault or negligence, when viewed in the totality of the circumstances and taking into account the criteria for No Fault or negligence, was not significant in relation to the Anti-Doping Rule Violation. Except in the case of a Minor, for any violation of Regulation 3, the Player must also establish how the Prohibited Substance entered his system. For cannabinoids, a Player may establish No Significant Fault or Negligence by clearly demonstrating that the context of the Use was unrelated to sport performance;

**“Out of Competition”** means any time which is not In Competition;

**“Participant”** has the same meaning as in Rule A2 of the Rules of The Association;

**“Player”** has the same meaning as the defined term in Rule A2 of the Rules of The Football Association, in addition to any other football player who is not eligible to play for a Club by reason of a period of suspension that has been imposed by The Association, FIFA or UEFA;

**“Player Support Personnel”** means any personnel working with, treating or assisting a Player participating in or preparing for football matches or training sessions, including but not limited to a coach, trainer, manager, agent, Intermediary (as defined in The Association’s Regulations on Working with Intermediaries), club staff, official, nutritionist, medical or paramedical personnel, or parent;

**“Possession”** means the actual physical possession, or the constructive possession (which shall be found only if the person has exclusive control or intends to exercise control over the Prohibited Substance or Prohibited Method or the premises in which a Prohibited Substance or Prohibited Method exists); provided, however, that if the person does not have exclusive control over the Prohibited Substance or Prohibited Method or the premises in which a Prohibited Substance or Prohibited Method exists, constructive possession shall only be found if the person knew about the presence of the Prohibited Substance or Prohibited Method and intended to exercise control over it. Provided, however, there shall be no Anti-Doping Rule Violation based solely on possession if, prior to receiving notification of any kind that the person has committed an Anti-Doping Rule Violation, the person has taken positive action demonstrating that he never intended to have possession and has renounced possession by expressly declaring it to an anti-doping organisation. Notwithstanding anything to the contrary in this definition, the purchase (including by any electronic or other means) of a prohibited substance or prohibited method constitutes Possession by the person who makes the purchase;

**“Prohibited List”** means the list of Prohibited Substances and Prohibited Methods that is produced by WADA as updated from time to time and recognised by The Association in accordance with paragraph 5 of the Preamble;

**“Prohibited Method”** means any method defined as such in the Prohibited List;

**“Provisional Hearing”** means an expedited abbreviated hearing on notice that occurs prior to the full hearing of the charge and provides the Player with an opportunity to make representations, whether written or oral, in respect of a Provisional Suspension only;

**“Prohibited Substance”** means any substance or class of substances defined as such in the Prohibited List;

**“Provisional Suspension”** means a Player or other person is barred temporarily from participating in any football or football activity prior to the final decision in respect of the relevant Anti-Doping Rule Violation at a Regulatory Commission hearing;

**“Public Disclosure”** means dissemination to the general public;

**“Registered Testing Pool”** means the pool of highest priority Players (established at international level or at national level) who are subject to focussed testing In and Out of Competition as part of a test distribution plan and are therefore required to provide whereabouts information as provided in Article 5.6 of the International Standard for Testing and Investigations;

## ANTI-DOPING REGULATIONS

**“Sample”** means any biological material collected for the purpose of Doping Control;

**“Specified Substance”** means any substance classified as such in the Prohibited List;

**“Substantial Assistance”**: A person providing substantial assistance must: (1) fully disclose in a signed written statement all information he possesses in relation to Anti-Doping Rule Violations, and (2) fully cooperate with the investigation and adjudication of any case related to that information, including, for example, presenting testimony at a hearing if requested to do so by an anti-doping organisation or hearing panel. Moreover, the information provided must be credible and must comprise an important part of any case that is initiated or, if no case is initiated, must have provided a sufficient basis on which a case could have been brought;

**“Suitable specific gravity for analysis”** means specific gravity measured at 1.005 or higher with a refractometer, or 1.010 or higher with lab sticks;

**“Tampering”** means altering for an improper purpose or in an improper way; bringing improper influence to bear; interfering improperly; obstructing, misleading or engaging in any fraudulent conduct to alter test results or prevent normal procedures from occurring;

**“Target testing”** means selection of specific Players for testing based on criteria set forth in the International Standard for Testing and Investigations;

**“Testing”** means the parts of the doping control process involving test distribution planning, Sample collection, Sample handling, and Sample transport to the laboratory;

**“Therapeutic Use Exemption”**, or **“TUE”**, means an exemption to take a substance for medical purposes which is normally prohibited under the Anti-Doping Regulations. The procedure for the grant of a Therapeutic Use Exemption is set out in the Regulations and Schedule Four;

**“Trafficking”** means selling, giving, transporting, sending, delivering or distributing (or Possessing for any such purpose) a Prohibited Substance or Prohibited Method (either physically or by any electronic or other means) by a Participant to any third party; provided, however, this definition shall not include the actions of a bona fide medical personnel involving a Prohibited Substance used for genuine and legal therapeutic purposes or other acceptable justification, and shall not include actions involving Prohibited Substances that are not prohibited in Out-of-Competition testing unless the circumstances as a whole demonstrate such Prohibited Substances were not intended for genuine and legal therapeutic purposes or intended to enhance sport performance;

**“Use”** means the utilisation, application, ingestion, injection or consumption by any means whatsoever of any Prohibited Substance or Prohibited Method;

and **“WADA”** means the World Anti-Doping Agency.

### SCHEDULE THREE

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The version of the Prohibited List published below was current when this Handbook was published. The version of the Prohibited List that is current at any given time will be available on WADA's website located at [www.wada-ama.org](http://www.wada-ama.org) and on The Association's website, located at [www.TheFA.com/anti-doping](http://www.TheFA.com/anti-doping).

THE WORLD ANTI-DOPING CODE  
**INTERNATIONAL  
STANDARD**



# PROHIBITED LIST

JANUARY 2019



The official text of the *Prohibited List* shall be maintained by WADA and shall be published in English and French.  
In the event of any conflict between the English and French versions, the English version shall prevail.

## SUBSTANCES & METHODS PROHIBITED AT ALL TIMES

(IN- AND OUT-OF-COMPETITION)

IN ACCORDANCE WITH ARTICLE 4.2.2 OF THE WORLD ANTI-DOPING CODE, ALL PROHIBITED SUBSTANCES SHALL BE CONSIDERED AS "SPECIFIED SUBSTANCES" EXCEPT SUBSTANCES IN CLASSES S1, S2, S4.4, S4.5, S6.A, AND PROHIBITED METHODS M1, M2 AND M3.

### PROHIBITED SUBSTANCES

#### S0 NON-APPROVED SUBSTANCES

Any pharmacological substance which is not addressed by any of the subsequent sections of the List and with no current approval by any governmental regulatory health authority for human therapeutic use (e.g. drugs under pre-clinical or clinical development or discontinued, designer drugs, substances approved only for veterinary use) is prohibited at all times.

#### S1 ANABOLIC AGENTS

Anabolic agents are prohibited.

##### 1. ANABOLIC ANDROGENIC STEROIDS (AAS)

###### a. Exogenous\* AAS, including:

**1-Androstenediol** [5 $\alpha$ -androst-1-ene-3 $\beta$ ,17 $\beta$ -diol];  
**1-Androstenedione** [5 $\alpha$ -androst-1-ene-3,17-dione];  
**1-Androsterone** [3 $\alpha$ -hydroxy-5 $\alpha$ -androst-1-ene-17-one];  
**1-Testosterone** [17 $\beta$ -hydroxy-5 $\alpha$ -androst-1-en-3-one];  
**Bolasterone**;  
**Calusterone**;  
**Clostebol**;  
**Danazol** [(1,2)oxazolo[4',5':2,3]pregna-4-en-20-yn-17 $\alpha$ -ol];  
**Dehydrochlormethyltestosterone** [4-chloro-17 $\beta$ -hydroxy-17 $\alpha$ -methylandrosta-1,4-dien-3-one];  
**Desoxymethyltestosterone** [17 $\alpha$ -methyl-5 $\alpha$ -androst-2-en-17 $\beta$ -ol and 17 $\alpha$ -methyl-5 $\alpha$ -androst-3-en-17 $\beta$ -ol];  
**Drostanolone**;  
**Ethylestrenol** [19-norpregna-4-en-17 $\alpha$ -ol];  
**Fluoxymesterone**;  
**Formebolone**;  
**Furazabol** [17 $\alpha$ -methyl [1,2,5]oxadiazolo[3',4':2,3]-5 $\alpha$ -androstan-17 $\beta$ -ol];  
**Gestrinone**;

**Mestanolone**;  
**Mesterolone**;  
**Metandienone** [17 $\beta$ -hydroxy-17 $\alpha$ -methylandrosta-1,4-dien-3-one];  
**Metenolone**;  
**Methandiol**;  
**Methasterone** [17 $\beta$ -hydroxy-2 $\alpha$ ,17 $\alpha$ -dimethyl-5 $\alpha$ -androstan-3-one];  
**Methyldienolone** [17 $\beta$ -hydroxy-17 $\alpha$ -methylene-4,9-dien-3-one];  
**Methyl-1-testosterone** [17 $\beta$ -hydroxy-17 $\alpha$ -methyl-5 $\alpha$ -androst-1-en-3-one];  
**Methylnortestosterone** [17 $\beta$ -hydroxy-17 $\alpha$ -methylene-4-en-3-one];  
**Methyltestosterone**;  
**Metribolone** [methyltrienolone, 17 $\beta$ -hydroxy-17 $\alpha$ -methylene-4,9,11-trien-3-one];  
**Mibolerone**;  
**Norboletone**;  
**Norclostebol**;  
**Norethandrolone**;  
**Oxabolone**;  
**Oxandrolone**;  
**Oxymesterone**;  
**Oxymetholone**;  
**Prostanazol** [17 $\beta$ -[(tetrahydropyran-2-yl)oxy]-1'H-pyrazolo[3,4:2,3]-5 $\alpha$ -androstan-3-one];  
**Quinbolone**;  
**Stanozolol**;  
**Stenbolone**;  
**Tetrahydrogestrinone** [17-hydroxy-18 $\alpha$ -homo-19-nor-17 $\alpha$ -pregna-4,9,11-trien-3-one];  
**Trenbolone** [17 $\beta$ -hydroxyestr-4,9,11-trien-3-one];

and other substances with a similar chemical structure or similar biological effect(s).

## b. Endogenous\*\* AAS and their Metabolites and isomers, when administered exogenously, including but not limited to:

- 4-Androstenediol** (androst-4-ene-3 $\beta$ ,17 $\beta$ -diol);
- 4-Hydroxytestosterone** (4,17 $\beta$ -dihydroxyandrost-4-en-3-one);
- 5-Androstenedione** (androst-5-ene-3,17-dione);
- 7 $\alpha$ -hydroxy-DHEA**;
- 7 $\beta$ -hydroxy-DHEA**;
- 7-keto-DHEA**;
- 19-Norandrostenediol** (estr-4-ene-3,17-diol);
- 19-Norandrostenedione (estr-4-ene-3,17-dione);
- Androstanolone** (5 $\alpha$ -dihydrotestosterone, 17 $\beta$ -hydroxy-5 $\alpha$ -androstan-3-one);
- Androstenediol (androst-5-ene-3 $\beta$ ,17 $\beta$ -diol);
- Androstenedione (androst-4-ene-3,17-dione);
- Boldenone**;
- Boldione** (androsta-1,4-diene-3,17-dione);
- Epiandrosterone** (3 $\beta$ -hydroxy-5 $\alpha$ -androstan-17-one);
- Epi-dihydrotestosterone** (17 $\beta$ -hydroxy-5 $\beta$ -androstan-3-one);
- Epitestosterone**;
- Nandrolone** (19-nortestosterone);
- Prasterone** (dehydroepiandrosterone, DHEA, 3 $\beta$ -hydroxyandrost-5-en-17-one);
- Testosterone**.

## 2. OTHER ANABOLIC AGENTS

### Including, but not limited to:

Clenbuterol, selective androgen receptor modulators (SARMs, e.g. andarine, LGD-4033, enobosarm (ostarine) and RAD140), tibolone, zeranol and zilpaterol.

### For purposes of this section:

- \* "exogenous" refers to a substance which is not ordinarily produced by the body naturally.
- \*\* "endogenous" refers to a substance which is ordinarily produced by the body naturally.

## S2 PEPTIDE HORMONES, GROWTH FACTORS, RELATED SUBSTANCES, AND MIMETICS

The following substances, and other substances with similar chemical structure or similar biological effect(s), are prohibited:

- 1. Erythropoietins (EPO) and agents affecting erythropoiesis, including, but not limited to:**
  - 1.1 Erythropoietin-Receptor Agonists, e.g.**
    - Darbepoetins (dEPO);
    - Erythropoietins (EPO);
    - EPO based constructs [e.g. EPO-Fc, methoxy polyethylene glycol-epoetin beta (CERA)];
    - EPO-mimetic agents and their constructs [e.g. CNTO-530, peginesatide].
  - 1.2 Hypoxia-inducible factor (HIF) activating agents, e.g.**
    - Argon;
    - Cobalt;
    - Daprodustat (GSK1278863);
    - Molidustat (BAY 85-3934);
    - Roxadustat (FG-4592);
    - Vadadustat (AKB-6548);
    - Xenon.
  - 1.3 GATA inhibitors, e.g.**
    - K-11706.
  - 1.4 TGF-beta (TGF- $\beta$ ) inhibitors, e.g.**
    - Luspatercept;
    - Sotatercept.
  - 1.5 Innate repair receptor agonists, e.g.**
    - Asialo EPO;
    - Carbamylated EPO (CEPO).

## ANTI-DOPING REGULATIONS

### 2. Peptide Hormones and their Releasing Factors,

**2.1** Chorionic Gonadotrophin (CG) and Luteinizing Hormone (LH) and their releasing factors in males, e.g. Buserelin, deslorelin, gonadorelin, goserelin, leuprorelin, nafarelin and triptorelin;

**2.2** Corticotrophins and their releasing factors, e.g. Corticorelin;

**2.3** Growth Hormone (GH), its fragments and releasing factors, including, but not limited to: Growth Hormone fragments, e.g. AOD-9604 and hGH 176-191; Growth Hormone Releasing Hormone (GHRH) and its analogues, e.g. CJC-1293, CJC-1295, sermorelin and tesamorelin; Growth Hormone Secretagogues (GHS), e.g. lenomorelin (ghrelin) and its mimetics, e.g. anamorelin, ipamorelin, macimorelin and tabimorelin; GH-Releasing Peptides (GHRPs), e.g. alexamorelin, GHRP-1, GHRP-2 (pralmorelin), GHRP-3, GHRP-4, GHRP-5, GHRP-6, and examorelin (hexarelin).

**3.** Growth Factors and Growth Factor Modulators, including, but not limited to:

- F**ibroblast Growth Factors (FGFs);
- H**epatocyte Growth Factor (HGF);
- I**nsulin-like Growth Factor-1 (IGF-1) and its analogues;
- M**echano Growth Factors (MGFs);
- P**latelet-Derived Growth Factor (PDGF);
- T**hymosin- $\beta$ 4 and its derivatives e.g. TB-500;
- V**ascular-Endothelial Growth Factor (VEGF);

and other growth factors or growth factor modulators affecting muscle, tendon or ligament protein synthesis/ degradation, vascularisation, energy utilization, regenerative capacity or fibre type switching.

## S3 BETA-2 AGONISTS

All selective and non-selective beta-2 agonists, including all optical isomers, are prohibited.

Including, but not limited to:

- F**enoterol;
- Formoterol;
- H**igenamine;
- I**ndacaterol;
- O**lodaterol;
- P**rocaterol;
- R**eproterol;
- S**albutamol;
- Salmeterol;
- T**erbutaline;
- Tretoquinol (trimetoquinol);
- Tulobuterol;
- V**ilanterol.

### Except:

- Inhaled salbutamol: maximum 1600 micrograms over 24 hours in divided doses not to exceed 800 micrograms over 12 hours starting from any dose;
- Inhaled formoterol: maximum delivered dose of 54 micrograms over 24 hours;
- Inhaled salmeterol: maximum 200 micrograms over 24 hours.

The presence in urine of salbutamol in excess of 1000 ng/mL or formoterol in excess of 40 ng/mL is not consistent with therapeutic use of the substance and will be considered as an **Adverse Analytical Finding (AAF)** unless the **Athlete** proves, through a controlled pharmacokinetic study, that the abnormal result was the consequence of a therapeutic dose (by inhalation) up to the maximum dose indicated above.



## S4 HORMONE AND METABOLIC MODULATORS

The following hormone and metabolic modulators are prohibited:

1. Aromatase inhibitors including, but not limited to:
  - 2-Androst-enol [5 $\alpha$ -androst-2-en-17-ol];
  - 2-Androstenone [5 $\alpha$ -androst-2-en-17-one];
  - 3-Androst-enol [5 $\alpha$ -androst-3-en-17-ol];
  - 3-Androstenone [5 $\alpha$ -androst-3-en-17-one];
  - 4-Androstene-3,6,17 trione [6-oxo];
 Aminoglutethimide;  
 Anastrozole;  
 Androsta-1,4,6-triene-3,17-dione [androstatrienedione];  
 Androsta-3,5-diene-7,17-dione [arimistane];  
 Exemestane;  
 Formestane;  
 Letrozole;  
 Testolactone.
2. Selective estrogen receptor modulators (SERMs) including, but not limited to:
  - Raloxifene;
  - Tamoxifen;
  - Toremifene.
3. Other anti-estrogenic substances including, but not limited to:
  - Clomifene;
  - Cyclofenil;
  - Fulvestrant.
4. Agents preventing activin receptor IIB activation including, but not limited, to:
  - Activin A-neutralizing antibodies;
  - Activin receptor IIB competitors such as:
    - Decoy activin receptors (e.g. ACE-031);
    - Anti-activin receptor IIB antibodies (e.g. bimagrumb);
  - Myostatin inhibitors such as:
    - Agents reducing or ablating myostatin expression;
    - Myostatin-binding proteins (e.g. follistatin, myostatin propeptide);
    - Myostatin-neutralizing antibodies (e.g. domagrozumab, landogrozumab, stamulumab).

5. Metabolic modulators:

- 5.1 Activators of the AMP-activated protein kinase (AMPK), e.g. AICAR, SR9009; and Peroxisome Proliferator Activated Receptor  $\delta$  (PPAR $\delta$ ) agonists, e.g. 2-[2-methyl-4-[(4-methyl-2-(4-(trifluoromethyl)phenyl)thiazol-5-yl)methylthio]phenoxy] acetic acid (GW1516, GW501516);
- 5.2 Insulins and insulin-mimetics;
- 5.3 Meldonium;
- 5.4 Trimetazidine.

## S5 DIURETICS AND MASKING AGENTS

The following diuretics and masking agents are prohibited, as are other substances with a similar chemical structure or similar biological effect(s).

**Including, but not limited to:**

- Desmopressin; probenecid; plasma expanders, e.g. intravenous administration of albumin, dextran, hydroxyethyl starch and mannitol.
- Acetazolamide; amiloride; bumetanide; canrenone; chlortalidone; etacrynic acid; furosemide; indapamide; metolazone; spironolactone; thiazides, e.g. bendroflumethiazide, chlorothiazide and hydrochlorothiazide; triamterene and vaptans, e.g. tolvaptan.

**Except:**

- Drosiprenone; pamabrom; and ophthalmic use of carbonic anhydrase inhibitors (e.g. dorzolamide, brinzolamide);
- Local administration of felypressin in dental anaesthesia.

The detection in an **Athlete's Sample** at all times or **In-Competition**, as applicable, of any quantity of the following substances subject to threshold limits: formoterol, salbutamol, cathine, ephedrine, methylephedrine and pseudoephedrine, in conjunction with a diuretic or masking agent, will be considered as an **Adverse Analytical Finding (AAF)** unless the **Athlete** has an approved **Therapeutic Use Exemption (TUE)** for that substance in addition to the one granted for the diuretic or masking agent.

## PROHIBITED METHODS

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### M1 MANIPULATION OF BLOOD AND BLOOD COMPONENTS

The following are prohibited:

1. The **Administration** or reintroduction of any quantity of autologous, allogenic (homologous) or heterologous blood, or red blood cell products of any origin into the circulatory system.
2. Artificially enhancing the uptake, transport or delivery of oxygen.  
Including, but not limited to:  
Perfluorochemicals; efaproxiral (RSR13) and modified haemoglobin products, e.g. haemoglobin-based blood substitutes and microencapsulated haemoglobin products, excluding supplemental oxygen by inhalation.
3. Any form of intravascular manipulation of the blood or blood components by physical or chemical means.

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### M2 CHEMICAL AND PHYSICAL MANIPULATION

The following are prohibited:

1. **Tampering**, or **Attempting to Tamper**, to alter the integrity and validity of **Samples** collected during **Doping Control**.  
Including, but not limited to:  
Urine substitution and/or adulteration, e.g. proteases.
2. Intravenous infusions and/or injections of more than a total of 100 mL per 12 hour period except for those legitimately received in the course of hospital treatments, surgical procedures or clinical diagnostic investigations.

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### M3 GENE AND CELL DOPING

The following, with the potential to enhance sport performance, are prohibited:

1. The use of polymers of nucleic acids or nucleic acid analogues.
2. The use of gene editing agents designed to alter genome sequences and/or the transcriptional, post-transcriptional or epigenetic regulation of gene expression.
3. The use of normal or genetically modified cells.

## SUBSTANCES & METHODS PROHIBITED IN-COMPETITION

IN ADDITION TO THE CLASSES S0 TO S5 AND M1 TO M3 DEFINED ABOVE, THE FOLLOWING CLASSES ARE PROHIBITED IN-COMPETITION:

### PROHIBITED SUBSTANCES

#### S6 STIMULANTS

All stimulants, including all optical isomers, e.g. d- and l- where relevant, are prohibited.

**Stimulants include:**

#### a: Non-Specified Stimulants:

Adrafinil;  
Amfepramone;  
Amfetamine;  
Amfetaminil;  
Amiphenazole;  
Benfluorex;  
Benzylpiperazine;  
Bromantan;  
Clobenzorex;  
Cocaine;  
Cropropamide;  
Crotetamide;  
Fencamine;  
Fenetylline;  
Fenfluramine;  
Fenproporex;  
Fonturacetam [4-phenylpiracetam (carphedon)];  
Furfenorex;  
Lisdexamfetamine;  
Mefenorex;  
Mephentermine;  
Mesocarb;  
Metamfetamine(d-);  
p-methylamfetamine;  
Modafinil;  
Norfenfluramine;  
Phendimetrazine;  
Phentermine;  
Prenylamine;  
Prolintane.

A stimulant not expressly listed in this section is a **Specified Substance**.

#### b: Specified Stimulants.

Including, but not limited to:

**3-Methylhexan-2-amine** (1,2-dimethylpentylamine);  
**4-Methylhexan-2-amine** (methylhexaneamine);  
4-Methylpentan-2-amine (1,3-dimethylbutylamine);  
**5-Methylhexan-2-amine** (1,4-dimethylpentylamine);  
**Benzfetamine**;  
**Cathine\*\***;  
Cathinone and its analogues, e.g. mephedrone, methedrone, and  $\alpha$  - pyrrolidinovalerophenone;  
**Dimetamfetamine**;  
**Ephedrine\*\*\***;  
Epinephrine\*\*\*\* (adrenaline);  
Etamivan;  
Etilamfetamine;  
Etilefrine;  
**Famprofazone**;  
Fenbutrazate;  
Fencamfamin;  
**Heptaminol**;  
Hydroxamfetamine (parahydroxamfetamine);  
**Isometheptene**;  
**Levmetamfetamine**;  
**Meclofenoxate**;  
Methylenedioxymethamphetamine;  
Methylephedrine\*\*\*;  
Methylphenidate;  
**Nikethamide**;  
Norfenefrine;  
**Octopamine**;  
Oxilofrine (methylsynephrine);  
**Pemoline**;  
Pentetrazol;  
Phenethylamine and its derivatives;  
Phenmetrazine;  
Phenpromethamine;  
Propylhexedrine;  
Pseudoephedrine\*\*\*\*;

## ANTI-DOPING REGULATIONS

Selegiline;  
Sibutramine;  
Strychnine;  
T<sup>†</sup>enamfetamine (methylenedioxyamphetamine);  
Tuaminoheptane;

and other substances with a similar chemical structure or similar biological effect(s).

### Except:

- Clonidine;
  - Imidazole derivatives for topical/ophthalmic use and those stimulants included in the 2019 Monitoring Program\*.
- \* Bupropion, caffeine, nicotine, phenylephrine, phenylpropranolamine, pipradrol, and synephrine: These substances are included in the 2019 Monitoring Program, and are not considered **Prohibited Substances**.
- \*\* Cathine: Prohibited when its concentration in urine is greater than 5 micrograms per milliliter.
- \*\*\* Ephedrine and methylephedrine: Prohibited when the concentration of either in urine is greater than 10 micrograms per milliliter.
- \*\*\*\* Epinephrine (adrenaline): Not prohibited in local administration, e.g. nasal, ophthalmologic, or co-administration with local anaesthetic agents.
- \*\*\*\*\* Pseudoephedrine: Prohibited when its concentration in urine is greater than 150 micrograms per milliliter.

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## S7 NARCOTICS

The following narcotics are prohibited:

Buprenorphine;  
Dextromoramide;  
Diamorphine (heroin);  
Fentanyl and its derivatives;  
Hydromorphone;  
Methadone;  
Morphine;  
Nicomorphine;  
Oxycodone;  
Oxymorphone;  
Pentazocine;  
Pethidine.

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## S8 CANNABINOIDS

The following cannabinoids are prohibited:

- Natural cannabinoids, e.g. cannabis, hashish and marijuana,
- Synthetic cannabinoids e.g.  $\Delta^9$ -tetrahydrocannabinol (THC) and other cannabimimetics.

Except:

- Cannabidiol.

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## S9 GLUCOCORTICOIDS

All glucocorticoids are prohibited when administered by oral, intravenous, intramuscular or rectal routes.

Including but not limited to:

Betamethasone;  
Budesonide;  
Cortisone;  
Deflazacort;  
Dexamethasone;  
Fluticasone;  
Hydrocortisone;  
Methylprednisolone;  
Prednisolone;  
Prednisone;  
Triamcinolone.

## SUBSTANCES PROHIBITED IN PARTICULAR SPORTS

### **P1** BETA-BLOCKERS

Beta-blockers are prohibited **In-Competition** only, in the following sports, and also prohibited **Out-of-Competition** where indicated.

- Archery (WA)\*
- Automobile (FIA)
- Billiards (all disciplines) (WCBS)
- Darts (WDF)
- Golf (IGF)
- Shooting (ISSF, IPC)\*
- Skiing/Snowboarding (FIS) in ski jumping, freestyle aerials/halfpipe and snowboard halfpipe/big air
- Underwater sports (CMAS) in constant-weight apnoea with or without fins, dynamic apnoea with and without fins, free immersion apnoea, Jump Blue apnoea, spearfishing, static apnoea, target shooting, and variable weight apnoea.

\*Also prohibited **Out-of-Competition**

Including, but not limited to:

<b>A</b> cebutolol;	<b>L</b> abetalol;
<b>A</b> lprenolol;	<b>M</b> etipranolol;
<b>A</b> tenolol;	<b>M</b> etoprolol;
<b>B</b> etaxolol;	<b>N</b> adolol;
<b>B</b> isoprolol;	<b>O</b> xprenolol;
<b>B</b> unolol;	<b>P</b> indolol;
<b>C</b> arteolol;	<b>P</b> ropranolol;
<b>C</b> arvedilol;	<b>S</b> otalol;
<b>C</b> eliprolol;	<b>T</b> imolol.
<b>E</b> smolol;	

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## SCHEDULE FOUR

### GUIDE TO THERAPEUTIC USE EXEMPTIONS

#### 1. INTRODUCTION

- 1.1. The Anti-Doping Regulations permit Players to apply for permission to use, for therapeutic purposes, substances or methods on the Prohibited List whose use is otherwise prohibited under the Anti-Doping Regulations. In order to excuse the presence or Use or Possession or Administration of a Prohibited Substance or Prohibited Method that would otherwise amount to an Anti-Doping Rule Violation, a TUE must be obtained that covers such presence or Use or Possession or Administration. The process for obtaining a TUE will be managed by the NADO on behalf of The Association, in accordance with this Guide.
- 1.2. Any Player who consults a doctor and is prescribed treatment or medication shall enquire whether the prescription contains any Prohibited Substances or involves the Use of any Prohibited Methods. If so, the Player must request alternative treatment. If alternative treatment is not available, an application for a TUE should be made in accordance with this Guide.
- 1.3. The International Standard for Therapeutic Use Exemptions (the "International Standard for TUEs") sets out the circumstances in which Players may claim such a therapeutic use exemption (or "TUE"). This Guide adopts and incorporates the International Standard for TUEs, as amended from time to time. All persons shall be deemed to accept the International Standard for TUEs and any such amendments thereto as binding upon them without further formality. In the case of any discrepancy between the International Standard for TUEs and this Guide, the International Standard for TUEs shall prevail.
- 1.4. This Guide may be updated at any time by The Association to take account of changes in the International Standard for TUEs or any other procedural changes. The version of this Guide in force at any given time will be published on The Association's website, at [www.TheFA.com](http://www.TheFA.com).
- 1.5. Subject only to paragraph 1B2 (which identifies limited circumstances in which a retroactive TUE may be granted), the following Players must obtain a TUE, by following the process for TUE applications detailed in Sections 1A and 1B of this Guide, prior to Using or Possessing the Prohibited Substance or Prohibited Method in question:
  - For clubs in the Premier League, Championship, League 1 or League 2: Registered professional Players
  - Registered scholars and Apprentices at clubs competing in Professional Development League 1 (Category 1 clubs)
  - Any other Player who trains or competes with either of the above two groups of Players. Any Player not in any of the categories identified above does not need a TUE in advance but instead may apply for it after a test, in accordance with paragraph 1B2(c), provided that use of a Prohibited Substance or a Prohibited Method prior to that time shall be at the Player's own risk.
- 1.6. Players must take note that TUEs issued to them by the NADO in accordance with this Guide may not be automatically recognised by UEFA or FIFA or organisers of other competitions in which they participate. It is the Player's responsibility to ensure that he complies with any additional TUE requirements placed on him by FIFA or UEFA or such other competition organiser. Any TUE granted by the NADO will not be valid for purposes of UEFA or FIFA or other competitions unless and until it is recognised by them. The Association and/or the NADO will support the Player in seeking such recognition. If FIFA refuses to recognise that TUE, then the review and appeal rights set out in Article 4 of the World Anti-Doping Code will apply, but if those rights are not exercised or if they are exercised unsuccessfully, then that TUE will become invalid for all purposes, including for purposes of The Association's Anti-Doping Regulations.

## ANTI-DOPING REGULATIONS

- 1.7. A Player may not apply to more than one body for a TUE. A Player who applies for a TUE pursuant to the rules of FIFA, UEFA or another body shall report the grant or denial of the application immediately to both The Association and the NADO by sending them copies of the application and the decision.
- 1.8. The Association will recognise and respect any TUE granted to a Player by FIFA or UEFA or other body provided that the grant is consistent with the Code and the International Standard for TUEs and is within the grantor's authority. If it does not think the TUE should be recognised, the review and appeal rights set out in Article 4 of the World Anti-Doping Code will apply, but if those rights are not exercised or if they are exercised unsuccessfully, then that TUE will become valid for all purposes, including for purposes of The Association's Anti-Doping Regulations.
- 1.9. A Player who seeks a TUE from the NADO consents to the disclosure of confidential medical records for the purposes of the TUE application as set out in this Guide, including:
  - (a) the disclosure by the Player's physician(s) of any further information required by the NADO or the UK TUE Committee to process his/her TUE application;
  - (b) the communication by the NADO of the information in the application and/or supplemental information from the Player's physician(s) to members of the UK TUE Committee and (as required) on an anonymised basis to other independent medical or scientific experts consulted by the UK TUE Committee; and
  - (c) the communication of the grant or denial of a TUE, including the details of any conditions or restrictions on such grant, and any supporting documentation or information, to The Association, FIFA, WADA and other Anti-Doping Organisations. The data will be processed by the NADO, The Association and any other relevant party for the purposes of carrying out these Regulations.
- 1.10. Should the Player wish to revoke the consent set out in the preceding paragraph, he or she must notify the NADO and his/her physician(s) in writing of the fact, provided that upon such revocation of consent the application for a TUE (or for renewal of an existing TUE) will be deemed denied.



## Section 1A: Process for applying for a Therapeutic Use Exemption (TUE)

### 1A1 An application for a TUE:

- must not be made simultaneously to both the NADO and another body;
- should be made on forms provided by the NADO, UEFA or FIFA, provided that they are in English and comply with the International Standard for TUEs;
- must be completed legibly, fully and accurately, in English, and must be signed by the Player and by any physician(s) supporting the application;
- must specify the dose, frequency, route and duration of proposed administration of the otherwise Prohibited Substance or Prohibited Method;
- must include a statement by an appropriately qualified physician: (a) identifying the Player's condition requiring treatment; and (b) attesting that all of the conditions for the grant of a TUE that are set out at paragraph 1A7 are met;
- must also include a comprehensive medical history of the Player and the results of all clinical examinations, laboratory investigations and imaging studies relevant to the application. For TUE applications involving imaging studies and respiratory function tests, copies of images or physiological data should be submitted, as well as any interpretative reports that may have been produced;
- must also enclose copies of any prior application(s) that the Player has made for the TUE, to whomever made, and the decision made on such application(s), or else must confirm that the Player has not made any prior application for the TUE;
- must provide completely accurate and up-to-date contact details for the Player and for each physician supporting the application, including in each case a current mailing address and phone number; and
- must be sent to the NADO either by post, e-mail or fax to the following address, in an envelope marked "Private and confidential TUE Application":

TUE  
UK Anti-Doping  
Third Floor, Fleetbank House, 2-6 Salisbury Square, London EC4Y 8JX  
or by confidential fax: 0800 298 3362  
or by e-mail: tue@ukad.org.uk

### 1A2 Players should retain a copy of the application and enclosures sent to the NADO, along with proof of the date of mailing/emailing/faxing.

### 1A3 The NADO will make best efforts to carry out an administrative review of the application within three (3) working days of receipt to confirm that the application:

- falls within the NADO's TUE jurisdiction. If the Player falls under the TUE jurisdiction of UEFA or FIFA, then the NADO will forward the application to UEFA or FIFA (as applicable) for review. Any delay shall be at the risk of the Player, who is responsible for making the application to the correct authority in the first place;
- has been completed fully and accurately in accordance with paragraph 1A1, above; and
- is accompanied by sufficient medical information to process the application.

### 1A4 If the application is incomplete and/or otherwise does not meet the necessary requirements, it will be returned to the Player with an explanation to that effect, and he/ she shall be invited to re-apply in compliance with the necessary requirements. Any delay shall be at the risk of the Player, who is responsible for submitting a proper and complete application.

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- 1A5** If the application passes the administrative review, the NADO will forward it to three members of the UK TUE Committee, one of whom will be designated as the Chair. The Chair will coordinate the responses of the UK TUE Committee and provide a final decision to the NADO with respect to the application. The Chair shall also be responsible for requesting, where necessary, further specialist input to support the UK TUE Committee in making a final decision. Timeframes for the review of TUE applications are set out in Section 1D.
- 1A6** The members of the UK TUE Committee shall meet the following criteria:
- each of them shall be a physician with experience in the care and treatment of Players and a sound knowledge of clinical, sports and exercise medicine;
  - if the Player has an impairment, at least one UK TUE Committee member must possess specific expertise in relation to the care and treatment of Players with impairments, or possess specific experience in relation to the Player's particular impairment; and
  - a majority of the UK TUE Committee members must not have any official responsibility within football. At the discretion of the Chair, however, one of the three physicians may be a Football Association medical officer, in order to provide sport-specific expertise, provided that such person must otherwise satisfy these criteria; and (b) they will observe confidentiality with respect to the entire TUE process.
- 1A7** The UK TUE Committee will review the application, including the medical information provided, and make a decision as soon as reasonably practicable. The UK TUE Committee will only grant the TUE if the Player demonstrates to the satisfaction of the Committee, on the balance of probabilities, that all four of the following conditions are met:
- (a) The Prohibited Substance or Prohibited Method in question is needed to treat an acute or chronic medical condition, such that the Player would experience a significant impairment to health if the Prohibited Substance or Prohibited Method were withheld.
  - (b) The Therapeutic use of the Prohibited Substance or Prohibited Method in question is highly unlikely to produce any additional enhancement to performance beyond what might be anticipated by a return to the Player's normal state of health following the treatment of the acute or chronic medical condition.
  - (c) There is no reasonable Therapeutic alternative to the Use of the Prohibited Substance or Prohibited Method.
  - (d) The necessity for the Use of the Prohibited Substance or Prohibited Method is not a consequence, wholly or in part, of the Player's prior Use (without a TUE) of a substance or method which was prohibited at the time of such Use.
- 1A8** Where it does not need any further information to process the application, the UK TUE Committee will make best efforts to make a decision within seven (7) days of its receipt of the application. Where it considers it appropriate to seek further medical or scientific opinion or information in relation to the application, whether from the Player or his physician or from a third party, the UK TUE Committee shall do so as quickly as is practicable, provided that the identity of the applicant shall not be disclosed to any third party. The UK TUE Committee shall make its decision as soon as reasonably practicable after receipt of the further information or opinion.
- 1A9** The UK TUE Committee's decision to grant a TUE must be unanimous to be valid.
- 1A10** If the UK TUE Committee grants the TUE, it shall detail in its decision (a) the duration of the exemption granted; and (b) any conditions or requirements that the Player must satisfy.
- 1A11** If the UK TUE Committee denies the TUE or imposes any conditions or requirements on this grant, it shall state its reasons for doing so in the decision itself.
- 1A12** The NADO will send copies of the UK TUE Committee's decision, on a confidential basis, to the Player and The Association as soon as possible, and The Association may send a copy on to UEFA/FIFA. The NADO will also send a copy of the decision on a confidential basis to WADA and other Anti-Doping Organisations, in accordance with paragraph 1.9(c), above.

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- 1A13** If the UK TUE Committee denies the TUE application or imposes any conditions or requirements on its grant beyond simply confirming the dose, frequency and route of administration requested in the application, then at the same time as the NADO sends a copy of the decision to the Player, it shall also advise him/her of the right to appeal the decision to the UK TUE Appeal Panel in accordance with Section 1D of this Guide.
- 1A14** The submission of false or misleadingly incomplete information in support of a TUE application (including but not limited to the failure to advise of the unsuccessful outcome of a prior application to another Anti-Doping Organisation for such a TUE) may result in the bringing of disciplinary charges for breach of Regulation 7 of the Anti-Doping Regulations (Tampering or Attempted Tampering) or (as appropriate) for Misconduct.

### Section 1B: Timing of Applications for TUEs and Effective Dates for TUE Grants

- 1B1** In accordance with the International Standard for TUEs, subject only to the exceptions set out in paragraph 1B2, a Player is required to obtain a TUE in advance of Using or Possessing the Prohibited Substance or Prohibited Method in question. He must apply for the TUE as soon as the requirement for the TUE arises and no less than 21 days before participating in an event or competition.

#### Retroactive TUE applications

- 1B2** A Player may only be granted a retroactive TUE for his prior Use of a Prohibited Substance or Prohibited Method if all four of the conditions set out at paragraph 1A7 are met and:
- (a) emergency treatment or treatment of an acute medical condition was necessary; or
  - (b) due to other exceptional circumstances, there was insufficient time or opportunity for the Player to submit, or for the UK TUE Committee to consider, an application for the TUE prior to Doping Control; or
  - (c) the Player falls into the category of Players allowed to apply for a retroactive TUE under paragraph 1.5; or
  - (d) it is agreed by WADA and the body with jurisdiction to grant the TUE to the Player that fairness requires the grant of a retroactive TUE.
- 1B3** An application for a TUE covering emergency treatment or treatment of an acute medical condition should be made within five working days of the commencement of Use of the Prohibited Substance or Prohibited Method in question. The NADO may extend this deadline if the Player provides compelling reasons why it should do so.
- 1B4** If a Player is tested who falls into the category of Players allowed to apply for a retroactive TUE under paragraph 1.5, the Player must submit an application for a retroactive TUE in accordance with Section 1A of this Guide so that it is received by the NADO no later than five (5) working days after an Adverse Analytical Finding is reported in respect of the Sample collected from the Player. The NADO may extend this deadline if the Player provides compelling reasons why it should do so.

#### Effective dates for TUE grants

- 1B5** A Player may not assume that his/her application for a TUE (or for renewal of a TUE) will be granted. Any Use or Possession of a Prohibited Substance or Prohibited Method before an application has been granted shall be entirely at the Player's own risk.
- 1B6** A TUE granted by a UK TUE Committee may be cancelled if the Player does not promptly comply with any requirements or conditions imposed by the UK TUE Committee upon grant of the TUE.
- 1B7** On expiry of the term of a TUE granted by the UK TUE Committee, a Player who wishes to continue to use the Prohibited Substance or Prohibited Method in question must again apply for a TUE in accordance with Section 1A of this Guide.
- 1B8** there is a change to the dose, frequency, route or duration of the administration of the Prohibited Substance or Prohibited Method where a TUE has been granted, the TUE will no longer be valid and the Player must apply for a new TUE immediately.

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## Section 1C: Expiration or Cancellation of a TUE

- 1C1** A TUE granted pursuant to this Guide:
- (a) shall expire in accordance with paragraph 1A.10 at the end of any term for which the TUE was granted;
  - (b) may be cancelled by the NADO if the Player does not promptly comply with any requirements or conditions imposed by the UK TUE Committee upon grant of the TUE; or
  - (c) may be withdrawn by the UK TUE Committee (as applicable) if it is subsequently determined that the criteria for grant of a TUE are not in fact met.
- 1C2** Expiration of a TUE pursuant to paragraph 1C1(a) shall take effect automatically at the end of the term for which the TUE was granted without the need for any further notice or other formality.
- 1C3** Cancellation of a TUE pursuant to paragraph 1C1(b) or withdrawal of a TUE pursuant to paragraph 1C1(c) shall be notified by the NADO to the Player, with a copy to The Association and all other relevant Anti-Doping Organisations. Such notice shall take effect upon receipt. The Association may notify FIFA and/or UEFA.
- 1C4** In the event of an expiration, cancellation or withdrawal of the TUE pursuant to paragraph 1C1, the Player shall not be subject to any consequences based upon his/her Use or Possession of the Prohibited Substance or Prohibited Method in question in accordance with the TUE at any time prior to the effective date of expiry, cancellation or withdrawal of the TUE. If the analysis of the Player's "A" Sample indicates the presence of a Prohibited Substance or the Use of a Prohibited Method, The Association shall consider whether such finding is consistent with Use of the Prohibited Substance or Prohibited Method prior to that date, in which case there shall be no case to answer.

## Section 1D: Process for Appealing a Denial or Conditional Grant of a Therapeutic Use Exemption

- 1D1** A Player who wishes to appeal a decision of the UK TUE Committee must lodge written notice of the appeal with the NADO within ten (10) working days of the date of receipt of the decision in question. The only available grounds of appeal shall be that the decision is not consistent with the requirements of the International Standard for TUEs.
- 1D2** The notice should be sent to the NADO at the following address, in an envelope marked "Private and confidential TUE Appeal":
- TUE  
UK Anti-Doping  
Third Floor, Fleetbank House, 2-6 Salisbury Square, London EC4Y 8JX
- or by confidential fax: 0800 298 3362  
or by e-mail: tue@ukad.org.uk
- 1D3** The NADO will pass the notice of appeal, along with the complete file of the original TUE application, to the UK TUE Appeal Panel. The UK TUE Appeal Panel will be made up of three (3) members meeting the criteria set out at clause 1A7, but who were not involved in the decision being appealed.
- 1D4** The UK TUE Appeal Panel will review the application, including the medical information provided, and make a decision as soon as reasonably practicable, in accordance with the requirements set out in the International Standard for TUEs and without being bound in any way by the decision being appealed.
- 1D5** The UK TUE Appeal Panel must make its decisions unanimously for a TUE to be granted. Where it considers it appropriate to seek further medical or scientific opinion or information in relation to the appeal, whether from the Player or his physician or from a third party, the UK TUE Appeal Panel shall do so as quickly as is practicable, provided that the identity of the applicant shall not be disclosed to any third party. The UK TUE Appeal Panel shall make its decision as soon as reasonably practicable after receipt of the further information or opinion. The Chair of the UK TUE Appeal Panel will provide a copy of the written decision to the NADO as soon as practicable, the target being within two (2) working days of the decision being made.

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- 1D6** If the UK TUE Appeal Panel grants the TUE, it shall detail in its decision (a) the duration of the exemption; and (b) any conditions or requirements that the Player must satisfy.
- 1D7** If the UK TUE Appeal Panel denies the TUE or imposes any conditions or requirements on its grant, it shall state its reasons for doing so in the decision itself.
- 1D8** The NADO will send copies of the UK TUE Appeal Panel's decision, on a confidential basis, to the Player and The Association as soon as possible. The Association will then notify FIFA and UEFA as soon as possible. The NADO will also send a copy on a confidential basis to WADA and other Anti-Doping Organisations, in accordance with paragraph 1.9(c), above.
- 1D9** The foregoing provisions of this Section 1D shall be without prejudice to
- (a) the right of a Player to appeal to the UK TUE Appeal Panel against any decision of the UK TUE Committee denying a TUE, on the grounds that such decision did not comply with the International Standard for TUEs;
  - (b) the right of a Player to request that WADA exercise its discretion to intervene and overturn any decision of the UK TUE Appeal Panel, on the grounds that such decision did not comply with the International Standard for TUEs;
  - (c) the right of WADA, on its own initiative, to reverse a TUE decision if it determines that such decision did not comply with the International Standard for TUEs;
  - (d) the right of The Association or the NADO to appeal to CAS against any decision of the UK TUE Appeal Panel; and
  - (f) the right of the Player or the NADO (or FIFA or UEFA in accordance with their rules) to appeal to CAS against any decision made by WADA reversing a TUE decision made pursuant to this Guide.
- 1D10** Until such time as the grant of a TUE application made pursuant to this Guide has been reversed by WADA, or the denial of a TUE application made pursuant to this Guide has been reversed by WADA, or overturned on appeal, such grant or denial shall remain in full force and effect.
- 1D11** Where the NADO fails to take action on a properly submitted application for a TUE within a reasonable time, this failure to decide may be considered a denial of the application for the purpose of the appeal rights provided in this schedule.

**EXEMPTION FORMS CAN BE DOWNLOADED FROM UK ANTI-DOPING'S WEBSITE.**

# SOCIAL DRUGS POLICY REGULATIONS

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## 1. EFFECTIVE DATE

- 1.1 These Social Drugs Policy Regulations are issued pursuant to FA Rule J1(c)(i). The amendments to the Social Drugs Policy Regulations shall come into full force and effect on 18 May 2017 (the “Effective Date”).
- 1.2 The amendments to the Social Drugs Policy Regulations shall not apply to conduct occurring prior to the Effective Date. Instead, that conduct and its consequences shall be governed by the Social Drugs Policy Regulations and the Rules and regulations of The Association that were in force at the time the conduct occurred.

## 2. DEFINITIONS

- 2.1 As of the Effective Date, the term “Social Drug” means any of the following; amphetamine, cannabinoids (for example, hashish and marijuana), cocaine, diamorphine (aka heroin), lysergic acid diethylamide (aka LSD), mephedrone, methadone, methylamphetamine, methylenedioxymethylamphetamine (aka MDMA or ecstasy) and methylenedioxyethylamphetamine (MDEA).
- 2.2 The Association may at any time designate further substances as “Social Drugs” for the purposes of these Social Drugs Policy Regulations.
  - 2.2.1 Any changes to the list of Social Drugs after the Effective Date will be published on The Association’s website (located at TheFA.com) and will take effect from the date of such publication.
  - 2.2.2 The Association’s designation of a substance as a Social Drug is final and may not be challenged on any basis.
- 2.3 Where used in these Social Drugs Policy Regulations:
  - 2.3.1 The term “Club” has the same meaning as it is given in FA Rule A2.
  - 2.3.2 The following terms have the same meaning as they are given in the Association’s Anti-Doping Regulations, reading in the alterations that are required to reflect the different context (e.g., references to Prohibited Substances and/or Prohibited Methods shall be read as references to Social Drugs; and references to anti-doping rule violations shall be read as references to breaches of these Social Drugs Policy Regulations): Administration; Adverse Analytical Finding; Attempt; In Competition; Marker; Metabolite; Minor; No Fault or Negligence; Out of Competition; Player; Player Support Personnel; Possession; Provisional Hearing; Provisional Suspension; Sample; Trafficking; and Use.
  - 2.3.3 Terms denoting the male gender shall be read to include as an alternative the female gender.
  - 2.3.4 Unless otherwise indicated, references to a “Regulation” are to particular provisions in these Social Drug Policy Regulations.

## 3. PURPOSE

- 3.1 These Social Drugs Policy Regulations are not concerned with the presence, Use, etc. of Social Drugs during the In Competition period or with the illicit enhancement of sports performance. Such concerns are addressed solely and exclusively by The Association’s Anti-Doping Regulations. To that end, nothing in these Social Drugs Policy Regulations is intended or should be interpreted or applied in a manner that undermines the strict application and enforcement of The Association’s Anti-Doping Regulations in accordance with their terms. In particular, if any conduct that would constitute a breach of these Social Drugs Policy Regulations also constitutes a breach of the Anti-Doping Regulations, it shall be pursued as a breach of the Anti-Doping Regulations, and not as a breach of these Social Drugs Policy Regulations.

## SOCIAL DRUGS POLICY REGULATIONS

- 3.2 Instead, these Social Drugs Policy Regulations have been adopted because experience shows that, due to their age, spare time, disposable income, etc., Players are at risk of being exposed to Social Drugs while Out of Competition, with the following potential consequences:
- 3.2.1 Damage to the physical and/or mental health and welfare of a Player using Social Drugs (and so to his career, as well as to his general well-being), both in the short-term and (because of the addictive qualities of Social Drugs) in the long-term.
  - 3.2.2 Players under the influence of Social Drugs injuring themselves or others during training, due to the negative effect that Social Drugs can have on both mental and physical functioning (such as motor functioning, reaction time, altered perception, concentration, judgment, and decision-making).
  - 3.2.3 Players testing positive immediately after a match for a Social Drug taken Out of Competition (because metabolites of the drug remain in the system for several days or even weeks), and consequently being banned from the sport for a lengthy period under the Association's Anti-Doping Regulations.
  - 3.2.4 Harm to public health where Players' Use of Social Drugs is copied by young players and fans who see them as role models.
  - 3.2.5 Damage to the image and reputation of the sport, with parents potentially being deterred from permitting their children to pursue a career in the sport and/or commercial partners potentially being deterred from associating their brands with the sport.
- 3.3 The purpose of these Social Drugs Policy Regulations is to prevent these damaging consequences to the health and welfare of Players and/or of those who regard Players as role models, and also to protect the image and reputation of the sport, by providing for (i) courses of education, counselling and treatment, where appropriate, to rehabilitate Players who have become involved with Social Drugs while Out of Competition; and (ii) the imposition of proportionate sanctions when necessary to address such conduct and to deter similar conduct in the future.
- 3.4 These Social Drugs Policy Regulations are to be interpreted and applied (including where an issue arises that is not expressly provided for in these regulations) by reference to the foregoing objectives. This purposive interpretation and application will take precedence over any strict legal or technical interpretations that may otherwise be proposed.

### 4. PROHIBITED CONDUCT

- 4.1 Subject always to Regulation 4.3, each of the following shall constitute a breach of these Social Drugs Policy Regulations (whether or not it takes place in connection with a training session or other activity organised by a Club):
- 4.1.1 The presence of a Social Drug or its Metabolite(s) or Marker(s) in a Sample provided by a Player while he is Out of Competition.
    - 4.1.1.1 Such presence is a strict liability offence, i.e., to establish a breach of Regulation 4.1.1 no proof is required that the Player ingested the Social Drug intentionally, recklessly, negligently or even knowingly; and nor is proof of lack of such intent, recklessness, negligence or knowledge a defence to a charge for breach of Regulation 4.1.1.
    - 4.1.1.2 The following evidence shall be sufficient to establish the presence of a Social Drug or its Metabolite(s) or Marker(s) in a Sample collected from the Player while he was Out of Competition: an Adverse Analytical Finding for the Social Drug or its Metabolite(s) or Marker(s) in the A Sample, where either (a) the Player waives analysis of the B Sample or (b) analysis of the B Sample confirms the Adverse Analytical Finding made in respect of the A Sample.

## SOCIAL DRUGS POLICY REGULATIONS

- 4.1.2 The Use or Attempted Use of a Social Drug by a Player while he is Out of Competition.
    - 4.1.2.1 Such Use is a strict liability offence, i.e., to establish the offence of Use of a Social Drug by a Player while he is Out of Competition, in breach of Regulation 4.1.2, no proof is required that the Player Used the Social Drug intentionally, recklessly, negligently or even knowingly; and nor is proof of lack of such intent, recklessness, negligence or knowledge a defence to a charge of Use in breach of Regulation 4.1.2.
    - 4.1.2.2 In contrast, to establish the offence of Attempted Use of a Social Drug by a Player while Out of Competition, The Association must prove intent on the part of the Player.
  - 4.1.3 Possession of a Social Drug by a Player while he is Out of Competition.
    - 4.1.3.1 For purposes of Regulation 4.1.3, in addition to bearing the meaning given to it in the Anti-Doping Regulations, the term "Possession" shall also encompass circumstances where a Player Support Personnel or other third party is holding a Social Drug on behalf of the Player while he is Out of Competition, at the direction of the Player and/ or with the Player's knowledge and acquiescence.
    - 4.1.3.2 For the avoidance of doubt, a Player Support Personnel who holds a Social Drug on behalf of a Player while the Player is Out of Competition may be charged with a breach of Regulation 4.1.4 (whether or not the Player is charged with a breach of Regulation 4.1.3).
  - 4.1.4 Possession of a Social Drug by a Player Support Personnel on behalf of a Player while the Player is Out of Competition.
  - 4.1.5 Administration or Attempted Administration of a Social Drug by a Player or Player Support Personnel to a(nother) Player (with or without his knowledge) while the (other) Player is Out of Competition.
  - 4.1.6 Trafficking or Attempted Trafficking of one or more Social Drugs by a Player or Player Support Personnel.
  - 4.1.7 Assisting, encouraging, aiding, abetting, conspiring to commit, covering up, or any other type of intentional complicity by a Player or Player Support Personnel in a breach by another Player or Player Support Personnel of these Social Drugs Policy Regulations.
- 4.2 All Players and Player Support Personnel are responsible for ensuring that they know what substances have been designated Social Drugs and what conduct is prohibited under these Social Drugs Policy Regulations. Professed ignorance of these Social Drug Regulations shall not be a defence to a charge of breach of these Social Drugs Policy Regulations. Nor shall it be a defence that the breach did not have any effect on any Player's sports performance.
- 4.3 A Player with a documented medical condition may apply in advance in writing to The Association for permission to Use a Social Drug for a defined period to treat that condition. Such application must be accompanied by accurate and complete medical evidence justifying such Use. The Association may grant or deny such application, conditionally or otherwise, in its absolute discretion. Any permission granted must be in writing in order to be valid for these purposes. Any presence of a Social Drug in a sample, or any Use, Possession, Administration or supply of a Social Drug that is consistent with such permission shall not amount to a breach of these Social Drugs Policy Regulations. An application for permission to use a Social Drug will not be considered for retroactive approval except in cases where the emergency treatment or treatment of an acute medical treatment was necessary or due to exceptional circumstances there was insufficient time or opportunity for a Player to submit an application prior to drug testing.



## SOCIAL DRUGS POLICY REGULATIONS

### 5. MONITORING/INVESTIGATING COMPLIANCE

- 5.1 In accordance with its general power under Rule F to monitor compliance with its Rules and regulations, The Association may monitor compliance with these Social Drugs Policy Regulations as it sees fit, including (without limitation) by having Samples that are collected Out of Competition pursuant to the Anti-Doping Regulations analysed for the presence of Social Drugs.
- 5.1.1 Samples may be collected for this purpose at any time and place during Out of Competition periods, without any advance notice, including (without limitation) in reliance on whereabouts information provided pursuant to the Anti-Doping Regulations.
- 5.1.2 The procedures set out in the Anti-Doping Regulations for the collection and analysis of Samples, altered as necessary to reflect the different context, shall apply to Samples that are collected Out of Competition and analysed for the presence of Social Drugs in accordance with Regulation 5.1.
- 5.2 The Association may also exercise its powers of inquiry under Rule F to investigate possible instances of breach of these Social Drugs Policy Regulations.
- 5.3 The private testing/screening of Players for Social Drugs by any Participant is prohibited, and amounts to Misconduct contrary to Rule E. A Club may refer any good faith concerns that it has about a Player's or Player Support Personnel's compliance with these Social Drugs Policy Regulations to The Association, which shall address such concerns as it sees fit.
- 5.4 Where The Association has evidence that it considers may justify a charge of Misconduct based on a breach of these Social Drugs Policy Regulations, prior to issuing any charge The Association may inform the Player or Player Support Personnel in question of that evidence, and give him the opportunity to provide a written explanation within a designated time.
- 5.4.1 If the Player or Player Support Personnel is a Player, the letter may also be sent to a senior representative of his Club and (if the Player is a member of the PFA and consents to the letter being sent to a representative of the PFA) to a representative of the PFA.
- 5.4.2 Instead of or in addition to any written explanation, The Association may require the Player or Player Support Personnel to attend a personal interview. He may be accompanied at the interview by one representative of his Club, a legal adviser, and/or (where relevant) a representative of the PFA. Such interview may be recorded, and the recording may be used by The Association in any disciplinary proceedings brought against such Player or Player Support Personnel or others.

### 6. REHABILITATION OF PLAYERS THROUGH EDUCATION, COUNSELLING AND/OR TREATMENT

- 6.1 The Association will identify options for rehabilitation through education, counselling and/ or treatment of Players who breach these Social Drugs Policy Regulations, for consideration by the Regulatory Commission in the exercise of its powers under Regulation 8.1.1(a) and Regulation 8.6.1 to refer the Player for education, counselling and/or treatment. Where the Player so consents, The Association will identify such options in close consultation with the PFA.
- 6.2 If The Association has evidence that is considers may justify a charge against a Player of Misconduct based on a breach of these Social Drug Policy Regulations, it may at any time require that Player to meet with a specialist in drug misuse and addiction for assessment and evaluation, the report shall be provided to The Association.
- 6.3 The Regulatory Commission may at any time order a Player charged with breach of the Social Drugs Policy Regulations to meet with a specialist in drug misuse and addiction for assessment and evaluation, in order to assist the Regulatory Commission in deciding whether to exercise its powers under Regulation 8.1.1(a) or Regulation 8.6.1.

## SOCIAL DRUGS POLICY REGULATIONS

### 7. DISCIPLINARY PROCEEDINGS

- 7.1 A breach of these Social Drugs Policy Regulations shall constitute Misconduct contrary to Rule E25. Accordingly, The Association may bring disciplinary proceedings for Misconduct pursuant to Rule E1(b) against the Player or Player Support Personnel involved in the breach. The Regulations for Football Association Disciplinary Action shall apply to such proceedings, as amended/supplemented below.
- 7.2 The Association may provisionally suspend a Player or Player Support Personnel on or at any point after the date that it notifies him of an Adverse Analytical Finding, on or after the date that he admits to a breach of these Social Drugs Policy Regulations (before being charged), or on or after the date that it charges him with a breach of these Social Drugs Policy Regulations. No appeal shall lie against the imposition of a Provisional Suspension, but the Player or Player Support Personnel who is the subject of the Provisional Suspension shall be entitled to an expedited hearing and determination of the charge against him.
- 7.3 Where an Adverse Analytical Finding is reported for the presence of a Social Drug in a Player's A Sample collected Out of Competition, The Association shall afford the Player involved the same rights in respect of confirmatory analysis of the B Sample as he would have if the Adverse Analytical Finding had been issued under the Anti-Doping Regulations. The Player may exercise or waive those rights as he sees fit. If analysis of the B Sample does not confirm the presence of a Social Drug or its Metabolite(s) or Marker(s) in the B Sample, then the entire test shall be considered negative, any charge based on the Adverse Analytical Finding shall be withdrawn, and any Provisional Suspension that has been imposed based on the Adverse Analytical Finding shall be lifted.
- 7.4 The Association must prove an alleged breach of these Social Drugs Policy Regulations on the balance of probabilities. It may prove facts establishing that breach by any reliable means. Where it relies on an Adverse Analytical Finding and/or other analytical evidence from the testing of Samples collected under the Anti-Doping Regulations, Regulations 24 – 28 of the Anti-Doping Regulations shall apply, reading in the alterations that are required to reflect the different context.

### 8. SANCTIONS

- 8.1 Subject to the provisions of Regulation 8.4 (where applicable):
- 8.1.1 For a breach of Regulation 4.1.1 (presence in a Sample), Regulation 4.1.2 (Use or Attempted Use), or Regulation 4.1.3 (Possession), the following sanction shall be imposed:
- (a) if it is the Player's first breach of these Social Drugs Policy Regulations, then the Regulatory Commission shall issue a warning and/or require the Player to undergo a course of assessment/evaluation, education, counselling and/or treatment. The Regulatory Commission may also impose a period of suspension on the Player within the range 0 to 3 months. The Regulatory Commission shall consider the following factors when determining whether or not to impose a suspension:
    - (i) The credibility of a Player's account of the events leading to the finding;
    - (ii) Any assessment report produced by a specialist in drug misuse and addiction;
    - (iii) Any factors which indicate the Player may be a risk to other Participants and/or himself should he train and/or compete;
    - (iv) Any aggravating factors;
    - (v) Any mitigating factors.

However, if the Player refuses or fails to complete the course of assessment/evaluation, education, counselling and/or treatment to the satisfaction of The Association, then (i) any suspended period of suspension imposed by the Regulatory Commission shall be enforced with immediate effect; or (ii) where no suspended period of suspension was previously imposed by the Regulatory Commission, The Association may refer the matter back to the Regulatory Commission to determine what (if any) further consequences should apply;

- (b) if it is the Player's second breach of these Social Drugs Policy Regulations – a suspension in the range of 6 to 12 months;
- (c) if it is the Player's third breach of these Social Drugs Policy Regulations – a suspension in the range of 18 to 24 months; and
- (d) if it is the Player's fourth breach of these Social Drugs Policy Regulations – 24 months to a lifetime suspension.

A Regulatory Commission may choose to suspend any suspension it has imposed in accordance with Regulation 8.1.1, or any part thereof. Any sanction imposed shall be in addition to any provisional suspension the Player is, or has been subject to in accordance with Regulation 7.2.

- 8.1.2 For a breach of Regulation 4.1.3.1 (Possession by a Player Support Personnel), a sanction within the following range shall be imposed:
  - (a) if it is the Player Support Personnel's first breach of these Social Drugs Policy Regulations – a warning and/or suspension in the range of 0 to 3 months;
  - (b) if it is the Player Support Personnel's second breach of these Social Drugs Policy Regulations – a suspension in the range of 6 to 12 months;
  - (c) if it is the Player Support Personnel's third breach of these Social Drugs Policy Regulations – a suspension in the range of 18 to 24 months; and
  - (d) if it is the Player Support Personnel's fourth breach of these Social Drugs Policy Regulations – 24 months to a lifetime suspension.
- 8.1.3 For a breach of Regulation 4.1.5 (Administration or Attempted Administration) or Regulation 4.1.6 (Trafficking or Attempted Trafficking), a sanction within the following range shall be imposed:
  - (a) if it is the Player's or Player Support Personnel's first breach of these Social Drugs Policy Regulations – a suspension in the range of 6 to 12 months;
  - (b) if it is the Player's or Player Support Personnel's second breach of these Social Drugs Policy Regulations – a suspension in the range of 12 to 48 months;
  - (c) if it is the Player's or Player Support Personnel's third breach of these Social Drugs Policy Regulations – a suspension in the range of 48 months to a lifetime; and
  - (d) if it is the Player's or Player Support Personnel's fourth breach of these Social Drugs Policy Regulations – a lifetime suspension.
- 8.1.4 For a breach of Regulation 4.1.7 (complicity), the mandatory sanction shall be the same as if the Player or Player Support Personnel had personally committed the breach in which he was complicit.
- 8.1.5 For a breach of Regulation 5.3 (private testing for Social Drugs), the general powers for sanctioning Misconduct set out at Regulation 8.1 of the Regulations for Football Association Disciplinary Action shall apply.

## SOCIAL DRUGS POLICY REGULATIONS

- 8.2 For purposes of Regulation 8.1, a breach of the predecessor Rules and/or regulations to these Social Drugs Policy Regulations shall be treated as a prior breach of these Social Drugs Policy Regulations even though it took place prior to the Effective Date, provided that it took place within ten years of the breach of the Social Drugs Policy Regulations for which a sanction is now being determined.
- 8.3 Where Regulation 8.1 provides for imposition of a suspension within a specified range, the Regulatory Commission shall fix a period of suspension within that range by reference to the degree of fault of the Player or Player Support Personnel, and by reference to what is required to achieve the purposes of these Social Drugs Policy Regulations. Any Administration or Attempted Administration or Trafficking or Attempted Trafficking to a Minor shall be treated as a serious aggravating factor.
- 8.4 Notwithstanding any other provision in these Social Drugs Policy Regulations:
- 8.4.1 If a Player or Player Support Personnel establishes in any case that he bears No Fault or Negligence for the breach in question, any otherwise applicable period of suspension will be eliminated. No Fault or Negligence will only be found in exceptional circumstances.
- 8.4.2 Where a Player or Player Support Personnel voluntarily admits to having committed a breach of these Social Drugs Policy Regulations before receiving notice that The Association is investigating such breach or notice of a Sample collection that could establish such breach, and that admission is the only reliable evidence of the breach at the time of admission, then the otherwise applicable period of suspension may be reduced by up to one half, even if that takes it below the minimum period specified in Regulation 8.1.
- 8.5 Generally, a period of suspension shall start running from the date that such suspension is imposed. However:
- 8.5.1 The Player or Player Support Personnel will be given credit for any period of Provisional Suspension that he has served.
- 8.5.2 Where the Player or Player Support Personnel admits the breach promptly after being notified of it by The Association, the Regulatory Commission may deem the period of suspension to have started on or at any time after the date that the breach occurred. This discretion may not be exercised, however, where the period of suspension has been reduced under Regulation 8.4.2.
- 8.6 In any case that is brought before a Regulatory Commission for breach by a Player of these Social Drugs Policy Regulations, in addition to applying the foregoing provisions of this Part 8:
- 8.6.1 The Regulatory Commission may refer the Player for evaluation and assessment by one or more specialists in drug misuse and addiction, in order to determine whether it is appropriate to require the Player to attend a course of education, counselling and/or treatment designed to assist in his rehabilitation.
- 8.6.2 The Regulatory Commission may order that the Player be tested with or without prior notice, including during any period of suspension and/or any course of education, counselling and/or treatment, in order to monitor his ongoing compliance with these Social Drugs Policy Regulations.

## SOCIAL DRUGS POLICY REGULATIONS

### 9. DISCIPLINARY DECISIONS

- 9.1 Any decision by a Regulatory Commission to uphold or not to uphold a charge for breach of these Social Drugs Policy Regulations, and/or imposing consequences or failing to impose consequences for such a breach, may be appealed by the Player or Player Support Personnel in question and/or The Association to an Appeal Board, in accordance with Rule H and the Regulations for Football Association Appeals.
- 9.2 In addition to its powers of publication pursuant to Regulation 4 of the “General Provisions relating to Inquiries, Commissions of Inquiry, Regulatory Commissions of The Association, other Disciplinary Commissions, Appeal Boards and Safeguarding Review Panel Hearings”, The Association shall decide in its absolute discretion whether or not to publish any detail or information relating to a charge brought for breach of these Social Drugs Policy Regulations and/or all or part of any decision issued by a Regulatory Commission and/or Appeal Board under these Social Drugs Policy Regulations. In addition, The Association may respond to public comments on the matter attributed to the Player or Player Support Personnel or his representatives. Subject thereto and to Regulation 10.1, cases arising under these Social Drugs Policy Regulations shall be kept confidential by all involved.

### 10. MISCELLANEOUS

- 10.1 Each Player and Player Support Personnel acknowledges that any of his/her personal information that is provided to The Association by him/her or on his/her behalf shall be processed for the purposes of carrying out these Social Drugs Policy Regulations and ensuring the integrity of the sport. More information on the data processed for these purposes, and Participant's rights, are set out in The Association's Anti-Doping Privacy Policy.
- 10.2 The Association may report any breach of these Social Drugs Policy Regulations that may also constitute a breach of non-sporting laws and/or regulations to the competent authority. If that authority decides to investigate and/or bring charges against a Player or Player Support Personnel in relation to the matter so reported, The Association may stay any related investigation and/or proceedings that it has previously commenced for breach of these Social Drugs Policy Regulations.

# EQUALITY POLICY

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## THE FOOTBALL ASSOCIATION EQUALITY POLICY

The Association is responsible for setting the standards and values to apply throughout football at every level. Football is for everyone; it belongs to, and should be enjoyed by, anyone who wants to participate in it.

The aim of this Policy is to ensure that everyone is treated fairly and with respect and that The Association is equally accessible to all.

All Participants should abide and adhere to this Policy and to the requirements of the Equality Act 2010.

The Association's commitment is to promote inclusion and to confront and eliminate discrimination whether by reason of age, gender, gender reassignment, sexual orientation, marital status or civil partnership, race, nationality, ethnic origin, colour, religion or belief, ability or disability, pregnancy and maternity and to encourage equal opportunities.

This Policy is fully supported by the Board of The Association and the Director of Football Regulation and Administration is responsible for the implementation of this Policy.

The Association will ensure that it treats people fairly and with respect and that it will provide access and opportunities for all members of the community to take part in, and enjoy, its activities.

The Association will not tolerate harassment, including sexual harassment, bullying, abuse or victimisation of a Participant, which for the purposes of this Policy and the actions and sanction applicable is regarded as discrimination, whether physical or verbal. The Association will work to ensure that such behaviour is met with appropriate action in whatever context it occurs.

The Association commits itself to the immediate investigation of any allegation, when it is brought to their attention, of discrimination and where such is found to be the case, The Association will require that the practice stop and impose sanctions as appropriate.

The Association is committed to inclusion and anti-discrimination and raising awareness and educating, investigating concerns and applying relevant and proportionate sanctions, campaigning, achieving independently verified equality standards, widening diversity and representation and promoting diverse role models are all key actions to promote inclusion and eradicate discrimination within football.

July 2016

# SAFEGUARDING CHILDREN POLICY

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Every child or young person who plays or participates in football should be able to take part in an enjoyable and safe environment and be protected from abuse. This is the responsibility of every adult involved in football, thus every club is required to endorse and adhere to The Association's Safeguarding Children Policy.

The Association recognises its responsibility to safeguard the welfare of children and young people who play or participate in football by protecting them from abuse and harm. The Association is committed to working to provide a safe environment for all children and young people to participate in the sport to the best of their abilities for as long as they choose to do so.

The Association recognises that the terms 'child or young person', 'abuse' and 'harm' are open to interpretation and challenge but for the purpose of this Safeguarding Children policy they are defined as follows:

A child or young person shall be defined as:

'anyone who has not yet reached their 18th birthday.'

Abuse shall be defined as:

'a violation of an individual's human or civil rights by any other person or persons and, for the purposes of safeguarding children, shall include physical abuse, emotional abuse, sexual abuse, neglect, bullying and hazing.'

Harm shall be defined as:

'Ill treatment and forms of ill treatment (including sexual abuse and forms of ill-treatment which are not physical) and also the impairment of or an avoidable deterioration in physical or mental health and the impairment of physical, intellectual, emotional, social or behavioural development.'

'Harm' may be caused by acts of commission and acts of omission.

The Safeguarding Children Policy is supported by The Association's Respect programme to address verbal abuse and bullying of youngsters by parents and coaches on the sidelines. The Association's Safeguarding Children Policy principles are that:

- The child's welfare is, and must always be, the paramount consideration;
- All children and young people have a right to be protected from abuse regardless of their age, gender, disability, culture, language, race, faith, belief or sexual orientation;
- All suspicions and allegations of abuse will be taken seriously and responded to swiftly and appropriately; and
- Working in partnership with other organisations, children and young people and their parents and carers is essential.

The Association is committed to working in partnership with the Police, Children's Services Departments, Local Safeguarding Children's Boards (LSCB) and the Disclosure and Barring Service (DBS) in accordance with their procedures. This is essential to enable these organisations to carry out their statutory duties to investigate concerns and protect all children and young people.

The Association's Safeguarding Children Policy is in response to government legislation and guidance, developed to safeguard the welfare and development of children and young people.

Clubs and Leagues with youth teams must appoint a Welfare Officer in line with The Association affiliation requirements. A Club's Welfare Officer must sit on the management committee of that Club

All League and Club Welfare Officers are expected to abide by the Code of Conduct for volunteer Welfare Officers.

### A. CODE OF CONDUCT FOR VOLUNTEER WELFARE OFFICERS

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The role of the Welfare Officers is to:

1. Be clear about the Club's/League's responsibilities when running activities for children and young people
2. Help those actively involved with children and young people understand what their duty of care means on a day to day basis

As a Welfare Officer they will act as a role model to others in accordance with the roles and responsibilities of their position, in line with The Association's Rules and Regulations, the Respect codes of conduct for officials and the laws of the game.

- In fulfilling the role they accept that within the role of Welfare Officer they will:
- Be child centered at all times and promote a fun safe environment for children and young people
- Follow all of the The Association's policies and in particular procedures for reporting safeguarding concerns including discrimination
- Act appropriately in all situations brought to their attention
- Champion Best Practice within their Club/League
- Communicate and positively engage with the CFA WO on all poor practice/safeguarding matters brought to the attention of CFA /The Association
- Attend meetings as reasonably required by the Club Committee, Youth League and CFA
- Manage and deal with poor practice issues in an appropriate and timely manner
- Ensure appropriate levels of confidentiality and data security are maintained at all times
- Implement and manage a responsible recruitment process in line with The Association's policy and procedures
- Attend continued personal development (CPD) opportunities as offered by their CFA and show a commitment to keeping their training up to date

If they do not follow the above code any/all of the following actions may be undertaken by their Club, League, County FA or The Association (This is not an exhaustive list):

- Required to meet with the Club/League Committee, YLWO or CFA WO
- Required to follow an action plan monitored by the YLWO/CFA WO
- Required to complete an FA education course
- Imposing a fine or suspension
- Required to leave the Club/League they represent
- Removed from role by the Club/League/County FA/The Association

On appointment, all League and Club Welfare Officers agree to uphold the Code of Conduct for volunteer Welfare Officers and understand the actions that may be taken should they fail to act in accordance with the Code. In agreeing to fulfil the role they confirm that they meet the criteria outlined within The Association's Suitability Checklist for YLWO/CWOs.



### **B. WELFARE OFFICER PERSON SPECIFICATION AND SUITABILITY CHECKLIST**

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1. Person Specification –

- Experience of dealing or working with young people
- Knowledge and understanding of safeguarding children issues<sup>1</sup>
- A good communicator in a variety of situations with people from diverse backgrounds
- Committed to and ability to abide by The Association Rules and Regulations and promote The Association's Respect programme and safeguarding children education
- Empathy when dealing with individuals, sometimes in demanding situations
- Ability to listen and assess situations fairly
- Ability to handle confidential information sensitively and with integrity
- Reasonable level of administration experience and how to deal with confidential documentation
- Willingness to attend any in-service training facilitated by either The Association or the local County FA

2. Suitability Checklist –

- Understanding of child protection issues and some knowledge of safeguarding legislation
- Knowledge of and positive attitudes to equal opportunities
- Willing and able to provide relevant current references
- Previous experience of dealing or working with children
- Commitment to treat all children as individuals and with equal concern
- Physical health – appropriate to carry out tasks
- Integrity and flexibility
- At least 18 years of age
- Completion of The Association's Criminal Records Checks (CRC) process and acceptance by The Association of the outcome
- Understanding of the need for confidentiality when dealing with issues
- Reasonable level of administration experience and how to deal with confidential documentation
- Completion of The Association's Safeguarding Children Workshop and Welfare Officer Workshop
- Willingness to update skills and knowledge and attend in-service training facilitated by The Association or the local County FA
- Has agreed to and agree to abide by the Code of Conduct for volunteer Welfare Officers

**NB** If anyone is known to be unsuitable to work with children his/her application should be refused by the Club/League. If in any doubt about an applicant contact your County FA Welfare Officer.

## SAFEGUARDING POLICY

### MORE INFORMATION AND FOOTNOTE REFERENCES

If you need any further advice or information please contact your County FA Welfare Officer who will be happy to help you. More information about the role of the Welfare Officer is available on [www.thefa.com/football-rules-governance/safeguarding](http://www.thefa.com/football-rules-governance/safeguarding) and clicking on Welfare Officer FAQs under the Welfare Officer section and also on the Respect pages under 'My Role' simply click on Welfare Officer.

1. This can be gained through The Association's Safeguarding Children Education Programme; see [www.thefa.com/football-rules-governance/safeguarding](http://www.thefa.com/football-rules-governance/safeguarding) for further information or speak to your County FA Welfare Officer.
2. The Association's Policy on CRCs has been amended in light of the Safeguarding Vulnerable Groups Act 2006 and the Protection of Freedoms Act 2012. For more information please visit [www.thefa.com/football-rules-governance/safeguarding/criminal-records-checks](http://www.thefa.com/football-rules-governance/safeguarding/criminal-records-checks) or e-mail [FAchecks@thefa.com](mailto:FAchecks@thefa.com) or call 0845 210 8080.
3. Some people with a history of offending can still be considered for role in football that involve children. For more information please visit [www.thefa.com/football-rules-governance/safeguarding/criminal-records-checks](http://www.thefa.com/football-rules-governance/safeguarding/criminal-records-checks) or e-mail [FAchecks@thefa.com](mailto:FAchecks@thefa.com) or call 0845 210 8080.

The Association reserves the right to prevent an individual from becoming a Welfare Officer or remaining as a Welfare Officer where it deems the individual does not meet the suitability criteria, or it reasonably believes there is another compelling reason why that individual is not suitable.

# SAFEGUARDING CHILDREN REGULATIONS

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## THE ASSOCIATION'S SAFEGUARDING CHILDREN REGULATIONS

### PREAMBLE

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This Preamble is provided for guidance. If there is any inconsistency between the Preamble and the operative parts of the Safeguarding Children Regulations below, the operative parts shall prevail.

As set out in The Association's Safeguarding Children Policy, The Association is committed to safeguarding children within football and has Case Management procedures in place to assess the suitability of individuals to be involved with children in football.

In assessing that suitability, children's welfare is the paramount consideration.

Towards this, The Association has the power under the Safeguarding Children Regulations to issue an order where any one or more of the following applies:

- (i) The individual fails to comply with any part of The Association's Criminal Records Check (CRC) process;
- (ii) The individual has been barred by the Independent Safeguarding Authority (ISA) or the Disclosure and Barring Service (DBS) from engaging in regulated activity relating to children;
- (iii) The individual has been disqualified from working with children under the Criminal Justice and Court Services Act 2000;
- (iv) The individual is subject to any other restriction on their involvement with children not within (ii) or (iii) made pursuant to statute;
- (v) The individual has been convicted of, or made the subject of a caution for, an "Offence" defined in Regulation 1.1; or
- (vi) Following a risk assessment, The Association is satisfied that the individual poses or may pose a risk of harm to children; or
- (vii) Following a risk assessment, The Association is satisfied that the individual is or was in a position of trust in relation to another person and has engaged in sexual activity and/or an inappropriate relationship with that person.

### GENERAL

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**1.1** In these Regulations the expression "Offence" shall mean any one or more of the offences contained in the Schedules of the Criminal Justice and Court Services Act 2000 and any other criminal offence which reasonably causes The Association to believe that the person accused of the offence poses or may pose a risk of harm to a child or children.

The expression "position of trust" shall mean any position where an individual is in a relationship of trust with any person with responsibility and / or authority in relation to that person, and shall include without limitation those who care for, advise, supervise, train, coach, teach, manage, tutor, mentor, assess, develop, guide, treat or provide therapy to children and young people.

**1.2** The Safeguarding Review Panel shall determine its own procedures save that in making findings of fact the test that the Safeguarding Review Panel shall apply shall be the civil standard of the balance of probability. Where a case is referred to the Safeguarding Review Panel pursuant to these Regulations it shall have the discretion to depart from the procedures set out in these Regulations where it considers it appropriate to do so.

**1.3** The actions that may be taken under these Regulations by a Case Manager may also be taken by the Case Manager's nominee.

## SAFEGUARDING REGULATIONS

- 1.4 The Association may notify other parties of the terms of any order imposed under these Regulations where the Case Manager considers that such notification is appropriate in order to give effect to the terms of the order.
- 1.5 Where urgent cases arise under these Regulations the Chairman of the Safeguarding Review Panel may exercise the functions and powers of the Case Manager and/or the Safeguarding Review Panel, as provided for by these Regulations, on an interim basis. An interim decision taken by the Chairman of the Safeguarding Review Panel shall not be final until such time as it has been ratified by the Safeguarding Review Panel, which shall have the right to ratify, modify or make any other order as it considers appropriate in relation to the decision taken by the Chairman of the Safeguarding Review Panel.

### THE ASSOCIATION'S SAFEGUARDING PROCESS

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2. Any person, regardless of their age, applying for or currently in such a position that The Association in its discretion considers relevant must comply with the requirements of The Association's Safeguarding process.

Such persons will include but not be limited to:

- (i) Those in "Regulated Activity" as defined in Part V of the Protection of Freedoms Act 2012. An individual will fall within the definition where:
  - (a) his/her duties include teaching, training, instructing, caring for, supervising or providing guidance or advice on wellbeing to Children or driving a vehicle (on behalf of an organisation) only for Children; and
  - (b) such duties happen frequently (e.g. once a week or more often) or intensively (e.g. on 4 or more days in a 30 day period, or overnight); and
  - (c) The individual carrying out any of the duties described in (a) and (b) above is unsupervised.

Any person falling within this Regulation 2(i) shall be referred to as a "Regulated Activity Person"; and

- (ii) Those who would otherwise fall within the definition of a Regulated Activity Person but for the fact that their duties are supervised (a "Supervised Person").

The requirements of The Association's Safeguarding process are:

- 2.1
  - (a) In respect of a Regulated Activity Person, to obtain and provide to The Association a DBS Enhanced Criminal Records Check with Children's Barred List
  - (b) In respect of a Supervised Person, to obtain and provide to The Association a DBS Enhanced Criminal Records Check
- 2.2 To provide any such further detail, explanation or clarification of any part of the matters disclosed pursuant to Regulation 2.1 (a) or (b) above, as may be required by The Association;
- 2.3 To comply with any other request or requirement which may assist The Association in progressing or completing any investigation, risk assessment or other enquiry as part of the Safeguarding process;
- 2.4 Where required, to provide at least two references that attest to their suitability to be involved in youth football. The spouse or partner of the person subject to this requirement cannot act as a referee for this purpose. Any reference provided by a spouse or partner will not be accepted; and
- 2.5 To comply with each of the requirements set out in Regulations 2.1 – 2.4 within any such time limit as The Association may stipulate.

## SAFEGUARDING REGULATIONS

- 2.6 To comply with any order imposed by the Safeguarding Review Panel.

Any person who fails to comply with any of the requirements set out in Regulation 2 shall be subject to an immediate suspension from football activity, on such terms and/or for such period as The Association may stipulate.

Where an individual is subject to a suspension under Regulation 2.6, that suspension will remain effective (and not subject to any review by The Association) until such time as:

- (i) The individual successfully appeals against their suspension pursuant to Regulation 5; or
- (ii) The individual complies with the requirements set out in Regulation 2 that resulted in his or her suspension.

Any requirement under this Regulation 2, or any suspension arising from any failure to comply with any of the requirements of this Regulation, shall apply whether or not a person withdraws their application or ceases to hold the relevant position at any time before, during or after the investigation, risk assessment or final order of the Safeguarding Review Panel.

### INTERIM ORDERS

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3. Upon receipt by The Association of:

- 3.1 Notification that an individual has been charged with an Offence;
- 3.2 Notification that an individual is the subject of an investigation by the Police, Children's Services or any other authority relating to an Offence; or
- 3.3 Any other information which causes The Association reasonably to believe that a person poses or may pose a risk of harm to a child or children,

The Association shall have the power to make any interim order including, but not limited to, issuing an interim suspension order suspending the individual from all or any specific football activity for such a period and on such terms and conditions as it considers appropriate. Interim orders shall be issued by the Case Manager, who shall provide the individual with written notification of the interim order, the reason(s) for its imposition and of the right of appeal pursuant to Regulation 6.

- 4.1 In determining whether an order under Regulation 3 should be made, the Case Manager shall give consideration, inter alia, to the following factors:

- 4.1.1 Whether a child is or children are or may be at risk of harm;
- 4.1.2 Whether the matters are of a serious nature; and/or
- 4.1.3 Whether an order is necessary or desirable to allow the conduct of any investigation by The Association or any other authority or body to proceed unimpeded having regard to the need for any suspension order to be proportionate.

If the Association believes it requires further information from an individual in order to assess whether an order under Regulation 3 should be made and/or to properly assess the factors in Regulation 4.1, the Case Manager may request further information from that individual. Such information must be provided in accordance with the deadline set by the Case Manager.

- 4.2 The Case Manager will notify the individual in writing of the terms of any interim suspension order or other interim order, such notification to be sent by registered post to the individual's usual or last known address.

## SAFEGUARDING REGULATIONS

5. An individual who is subject to an interim order under Regulation 3 or under Regulation 2.6 shall have the immediate right to appeal the interim order.
6. Appeals under Regulation 5 shall be considered by the Safeguarding Review Panel.
7. To bring an appeal under Regulation 5, the individual as the appellant, must give notice in writing to The FA Judicial Services Department with a copy sent to the Case Manager. The notice must request an appeal and state the grounds for that appeal. The appellant may submit any written material in support of the appeal. Such material must be submitted to The Association, as the respondent, and the Safeguarding Review Panel within 14 days of giving such notice or it may not be considered by the Safeguarding Review Panel.
8. The Safeguarding Review Panel shall determine all procedural matters for the conduct of the appeal, including requiring more information from either the appellant or the respondent. Unless the Safeguarding Review Panel in its discretion exceptionally allows the appellant and the respondent to address it in person, the Safeguarding Review Panel shall only consider the written material submitted by the appellant in support of the appeal, together with any written material submitted by the respondent. In exercising its discretion as to whether exceptionally to allow the individual and the Case Manager to address it in person (whether through a representative or otherwise), whether that be as a result of the application made by the appellant or otherwise, the Safeguarding Review Panel shall give consideration to the following reasons (which is not an exhaustive list):
  - 8.1 Whether the terms of any order under consideration would affect the individual's paid employment within football, in which case, the appellant shall be entitled to address the Safeguarding Review Panel in person; and/or
  - 8.2 Whether exceptional material is put before the Safeguarding Review Panel.
9. In determining an appeal, the Safeguarding Review Panel shall have the power to make any order in relation to the interim order as it considers appropriate, including ratifying, modifying or removing it.
10. Any appeal under Regulation 5 shall be determined by the Safeguarding Review Panel at the earliest opportunity, following the receipt of notice in writing and any written material in support of the appeal from the appellant and written material submitted by the respondent (and, in cases where the individual and Case Manager were permitted to address it in person, following any oral hearing).
11. All interim orders will be reviewed at the first opportunity following the expiry of 6 months from the date of the order being imposed or, if that order has been appealed under Regulation 5, the date upon which that appeal is determined (whether on the written papers or following an oral hearing), and at the same interval thereafter. The Safeguarding Review Panel will not review an interim order before the expiry of the relevant 6 month period except in exceptional circumstances and/or where there is a material change in the circumstances in which the order was made. Any review under Regulation 11 shall be considered by the Safeguarding Review Panel which conducted an appeal in the same case under Regulation 5. The Safeguarding Review Panel may maintain, modify, or remove any interim order, or make any other order it considers appropriate.
12. The total period of an interim order under Regulation 3 shall not last beyond the final determination of any related case under the Rules of the Association. Where an interim order is imposed on an individual under Regulation 3 above, The Association shall bring and conclude any proceedings under the Rules of The Association against the person relating to the matters as soon as reasonably practicable.

## SAFEGUARDING REGULATIONS

### DETERMINATION FOLLOWING ANY ORDER MADE PURSUANT TO STATUTE BARRING OR RESTRICTING INVOLVEMENT WITH CHILDREN

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- 13.1 Where any individual is:
- 13.1.1 Barred from regulated activity relating to children in accordance with section 3 of the Safeguarding Vulnerable Groups Act 2006 (as may be amended);
  - 13.1.2 Disqualified from working with children in accordance with section 35 of the Criminal Justice and Court Services Act 2000; and/or
  - 13.1.3 Subject to any other order, not within Regulations 13.1.1 or 13.1.2, issued pursuant to statute restricting their involvement with children,
- The Association shall have the power to make any order, including but not limited to an order that any individual be suspended from all or any specific football activity for such period and on such terms and conditions as it considers appropriate. Any such order shall be issued by the Case Manager.
- 13.2 The Case Manager shall notify the individual in writing of the order and shall invite the individual to make any written representations within 14 days as to why the order should not be ratified by the Safeguarding Review Panel.
- 13.3 All such orders shall be reviewed at the next meeting of the Safeguarding Review Panel. In reviewing the order the Safeguarding Review Panel shall consider any written material submitted by the individual in accordance with Regulation 13.2, together with all written material submitted by the Case Manager. The Safeguarding Review Panel may ratify, modify or remove any such order, or make any other order as it considers appropriate.

### ORDER FOLLOWING CONVICTION OR CAUTION

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- 14.1 The Association's Safeguarding Review Panel shall have the power to make any order in respect of any individual convicted of, or made the subject of a caution in respect of, an Offence, including but not limited to a suspension from all or any specific football activity for such period and on such terms and conditions as it considers appropriate.
- 14.2 Where a case is to be considered by the Safeguarding Review Panel under Regulation 14.1, the Case Manager shall notify the individual in writing and shall invite the individual to make any written representations within 14 days.
- 14.3 Before making any order under Regulation 14.1, the Panel shall consider all information gathered in respect of an individual including, where applicable, information gathered pursuant to The Association's CRC process under Regulation 2, any written representations made by the individual under Regulation 14.2, together with all written material submitted by the Case Manager.

### ORDER FOLLOWING RISK ASSESSMENT

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15. In addition to The Association's powers under Regulations 2.6, 3, 13 and 14 the Safeguarding Review Panel shall have the power to make any order that it considers appropriate, including but not limited to an order that any individual be suspended from all or any specific football activity for such period and on such terms and conditions as it considers appropriate, if it is satisfied that the individual poses or may pose a risk of harm to a child or children and/or that the individual is or was in a position of trust in relation to any person and has engaged in sexual activity and/or an inappropriate relationship with that person.
16. Cases may be referred to the Safeguarding Review Panel in order to seek an order under Regulation 15 by the Case Manager where the Case Manager has reasonable cause to suspect that there are grounds for concern about an individual's continued participation in football activity involving a child or children.

## SAFEGUARDING REGULATIONS

17. The Case Manager shall reach this decision on the basis of a risk assessment of that individual's suitability for such participation. This risk assessment may be in such form and prepared by any person, as the Case Manager, at his/her discretion, considers appropriate.
18. Before a referral is made under Regulation 16, the Case Manager must use reasonable endeavours to notify the individual in writing. Such written notification must explain the order sought and the reason for it, and include a copy of the risk assessment and all other written material that the Case Manager intends to rely upon in seeking the order, save for any exceptional material dealt with under Regulation 24.
19. The individual shall have 14 days to reply to this notification and to provide any written material that he/she wishes the Safeguarding Review Panel to take into account in considering whether or not to impose any order under Regulation 15.
20. Following the receipt of the reply and/or other written material from the individual, or the expiry of the 14 day period if no reply is received, the Case Manager may:
  - 20.1 Decide that no further action is currently required as there are no longer grounds for a referral under Regulation 16;
  - 20.2 Make any such further inquiries as he or she considers appropriate in light of any matters raised by the individual in response to the written notification; or
  - 20.3 Refer the case to the Safeguarding Review Panel under Regulation 16.
21. Where further inquiries are made by the Case Manager, any written material arising from those inquiries may only be relied on by the Case Manager in applying for any order under Regulation 15 if that written material has been sent to the individual and he or she has had 14 days to reply to it, save for any exceptional material dealt with under Regulation 24. If the written material is relied upon, any response by the individual must also be considered by the Safeguarding Review Panel.
22. The Safeguarding Review Panel shall determine all procedural matters for the conduct of a case referred to it under Regulation 16. Unless the Safeguarding Review Panel in its discretion exceptionally allows the individual and the Case Manager to address it in person, the case shall be considered on the basis of the following written material only:
  - 22.1 The written notification and all written material provided with it by the Case Manager to the individual;
  - 22.2 The reply, if any, and all other written material submitted by the individual in response to the written notification;
  - 22.3 Any further written material provided by the Case Manager to the individual subsequently to the written notification; and
  - 22.4 Any response from the individual to such further written material and all other written material submitted with that response.
23. In exercising its discretion as to whether exceptionally to allow the individual and the Case Manager to address it in person, whether that be as a result of an application made by either party or otherwise, the Safeguarding Review Panel shall give consideration, inter alia, to the following factors:
  - 23.1 Whether the terms of any order under consideration would affect the individual's paid employment within football in which case the individual shall be entitled to address the Safeguarding Review Panel in person;
  - 23.2 Whether exceptional material is to be put before the Safeguarding Review Panel; and/or
  - 23.3 Whether an oral hearing has previously been conducted pursuant to Regulation 9 in relation to the same matter.



### EXCEPTIONAL MATERIAL

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- 24.1 In considering an interim order under Regulation 5, a review of any interim order under Regulation 11, or whether or not to make any order under Regulation 15, as a general rule the Safeguarding Review Panel may not consider any material provided by either the Case Manager or the individual which the other party has not seen and had a reasonable opportunity to reply to.
- 24.2 Exceptionally, in respect of any of the matters set out at Regulation 24.1, the Case Manager may make an application to an Exceptional Material Panel for permission to submit material to the Safeguarding Review Panel that has not been sent to the individual ("exceptional material"), where the Case Manager considers that the exceptional material concerned should not be sent to the individual for any one or more of the following reasons:–
- 24.2.1 Revealing it to the individual may create a risk of harm to any person or persons, and/or
- 24.2.2 Revealing it to the individual may amount to a criminal offence or otherwise be unlawful.
- 24.3 Where the Case Manager makes an application to an Exceptional Material Panel for permission to submit exceptional material to the Safeguarding Review Panel under Regulation 24.2 above, the Case Manager shall give notice of the application to the individual in writing at least fourteen days before the Exceptional Material Panel considers the application, unless the Case Manager considers that such written notice should not be given, as to give such notice may in itself:
- 24.3.1 Create a risk of harm to any person or persons; and/or
- 24.3.2 Amount to a criminal offence or otherwise be unlawful.
- 24.4 Any reply by an individual to a notice referred to in Regulation 24.3 must be passed to the Exceptional Material Panel for consideration.
- 24.5 The Exceptional Material Panel may, at its discretion, allow or reject the application in whole or in part.
- 24.6 In the event that the Exceptional Material Panel grants an order allowing the exceptional material to be submitted to the Safeguarding Review Panel, the Exceptional Material Panel shall give consideration as to whether either or both of the following may be provided to the individual:
- 24.6.1 A redacted version of the exceptional material; and/or
- 24.6.2 A summary of the exceptional material.
- 24.7 An Exceptional Material Panel shall be made up of one or more of the members of the Safeguarding Review Panel. A person that sits on an Exceptional Material Panel determining an application under Regulation 24.2 in relation to a particular individual may not be a member of the Safeguarding Review Panel that will have conduct of the case referred under Regulation 16 in relation to that individual.

## SAFEGUARDING REGULATIONS

### OTHER ORDERS AVAILABLE FOLLOWING RISK ASSESSMENT

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25. Following a referral under Regulation 16, in addition to its ability to make an order under Regulation 15, the Safeguarding Review Panel may make any other order consistent with the aims of the Safeguarding Children Policy that it considers appropriate in the circumstances.

### SUPERVISION ORDERS

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26. Unless otherwise discharged, a Supervision Order will last for the length of time ordered by the Panel. Before its expiry, The Association may apply for an extension, or further extensions, for a period not exceeding 3 years from the date of the first order.

### DISCRETION TO REFER TO THE SAFEGUARDING REVIEW PANEL

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27. Any of the powers and/or case management functions exercised by a Case Manager under these Regulations may instead be exercised by the Safeguarding Review Panel if the Case Manager, in his or her sole discretion, determines that the matter should be referred to the Safeguarding Review Panel (“a general referral”). The Case Manager shall make a general referral to the Safeguarding Review Panel where the facts and circumstances of a case are exceptional and/or of significant public interest, though the Case Manager’s discretion to make a general referral will not be limited to such cases.
28. Where the Case Manager makes a general referral to the Safeguarding Review Panel, the same rights of review and appeal arise as if the decision of the Safeguarding Review Panel had been made by the Case Manager. Any review or appeal of the decisions of the latter will be heard by a Safeguarding Review Panel, none of the members of which shall have been a member of the Safeguarding Review Panel which was involved in any earlier decision on that case.

### RIGHT OF APPEAL

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- 29.1 A Participant or The Association may appeal to an Appeal Board any decision of the Safeguarding Review Panel made under Regulations 13.1.3, 14 or 15. Subject to Regulation 29.3 and 29.4, such appeals shall be conducted in accordance with Part C: Appeals Non-Fast-Track of the Disciplinary Regulations (“Appeal Regulations”). Subject to this right of appeal, decisions of the Safeguarding Review Panel shall be final and binding.
- 29.2 Notwithstanding any provision to the contrary in the Appeal Regulations, an Appeal Board convened to hear an appeal pursuant to Regulation 29.1 shall take place as a full rehearing of the case.
- 29.3 Paragraph 10 of the Appeal Regulations shall be replaced with the following: “The Appeal Board shall hear new evidence only where it has given leave that it may be presented. An application for leave to present new evidence must be made in the Notice of Appeal or the Response. Such application must set out the nature and the relevance of the new evidence, and why it was not presented at the original hearing. The Appeal Board shall not grant leave to present new evidence unless satisfied with the reason given as to why it was not, or could not have been, presented at the original hearing and that such evidence is relevant. The Appeal Board’s decision shall be final. Where leave to present new evidence has been granted, in all cases the other party will be given an opportunity to respond”
- 29.4 Any decision of the Appeal Board shall be final and binding with no further right of appeal.

## SAFEGUARDING REGULATIONS

### WRITTEN MATERIAL

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30. For the purposes of these Regulations, “written material” may include photographic, video, electronic and/or audio evidence.

# SAFEGUARDING ADULTS AT RISK POLICY

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## DEFINITIONS

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For the purpose of this Policy the following definitions apply:

**1. Adult at Risk**

A person aged 18 or over who has needs for care and support (whether or not a local authority is meeting any of those needs); and

- is experiencing, or at risk of, abuse or neglect; and
- as a result of those care and support needs is unable to protect themselves from either the risk of, or the experience of abuse or neglect.

**2. Abuse**

Abuse is defined as a violation of an individual's human and civil rights by any other person or persons. It includes acts of commission (such as an assault) and acts of omission (situations where the environment fails to prevent harm). Abuse may be single act or omission or series of acts or omissions.

**3. Capacity\***

Capacity refers to an individual adult's ability to take a specific decision or take a particular action at a particular time even if they are able or not able to make other decisions at other times. The starting point should be that the person has capacity to make a decision unless it can be established that they cannot.

## POLICY

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The Association is committed to football being inclusive and providing a safe and positive experience for every adult participant involved in the game regardless of age, gender, gender reassignment, disability, culture, language, race, faith, belief or sexual orientation.

The Association recognises that some adult participants some may need additional safeguards and/ or protection. These adults are referred to as Adults at Risk.

The Association recognises its responsibility to safeguard and protect Adults at Risk, and to respond appropriately to any allegations or suspicions of abuse. Everyone who works with Adults at Risk has a responsibility to commit to this.

If abuse is suspected, or reported, The Association will work in partnership with the Adult at Risk wherever possible, depending on their capacity and the risk to them and others. The Association will also work in partnership with the police, the Disclosure and Barring Service, Safeguarding Adults Boards and local authorities so these organisations can carry out their statutory duties to safeguard and protect Adults at Risk. When responding to abuse or allegations of abuse and considering the sharing of information, The Association will put the needs of the adult first, work in their best interests and take into account the six principles of safeguarding adults detailed in the Care Act 2014: empowerment; protection; prevention; proportionality; partnership; and accountability. These principles will underpin all work with Adults at Risk.

\* Mental Capacity Act, 2005

# SAFEGUARDING ADULTS AT RISK REGULATIONS

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## PREAMBLE

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This Preamble is provided for guidance. If there is any inconsistency between the Preamble and the operative parts of the Safeguarding Adults at Risk Regulations below, the operative parts shall prevail.

As set out in The Association's Safeguarding Adults at Risk Policy, The Association is committed to safeguarding Adults at Risk within football and has Case Management procedures in place to assess the suitability of individuals to be involved with Adults at Risk in football.

In assessing that suitability, the welfare of Adults at Risk is the paramount consideration. Towards this, The Association has the power under the Safeguarding Adults at Risk Regulations to issue an order where any one or more of the following applies:

- (i) The individual fails to comply with any part of The Association's Criminal Records Check (CRC) process;
- (ii) The individual has been barred by the Independent Safeguarding Authority (ISA) or the Disclosure and Barring Service (DBS) from engaging in regulated activity relating to Adults at Risk
- (iii) The individual is included on the Disclosure and Barring Service (DBS) Adults Barred List;
- (iv) The individual has been convicted of, or made the subject of a caution for, an "Offence" defined in Regulation 1.1; or
- (v) Following a risk assessment, The Association is satisfied that the individual poses or may pose a risk of harm to Adults at Risk.
- (vi) Following a risk assessment, The Association is satisfied that the individual is or was in a position of trust in relation to another person and has engaged in sexual activity and / or an inappropriate relationship with that person.

## GENERAL

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- 1.1 In these Regulations the expression "Offence" shall mean any one or more of the offences contained in the Schedules of the Criminal Justice and Court Services Act 2000 and any other criminal offence which reasonably causes The Association to believe that the person accused of the offence poses or may pose a risk of harm to an Adult at Risk.

The expression "position of trust" shall mean any position where an individual is in a relationship of trust with any person with responsibility and / or authority in relation to that person and shall include without limitation those who care for, advise, supervise, train, coach, teach, manage, tutor, mentor, assess, develop, guide, treat or provide therapy to Adults at Risk

- 1.2 The Safeguarding Review Panel shall determine its own procedures save that in making findings of fact the test that the Safeguarding Review Panel shall apply shall be the civil standard of the balance of probability. Where a case is referred to the Safeguarding Review Panel pursuant to these Regulations it shall have the discretion to depart from the procedures set out in these Regulations where it considers it appropriate to do so.
- 1.3 The actions that may be taken under these Regulations by a Case Manager may also be taken by the Case Manager's nominee.
- 1.4 The Association may notify other parties of the terms of any order imposed under these Regulations where the Case Manager considers that such notification is appropriate in order to give effect to the terms of the order.
- 1.5 Where urgent cases arise under these Regulations the Chairman of the Safeguarding Review Panel may exercise the functions and powers of the Case Manager and/or the Safeguarding Review Panel as provided for by these Regulations, on an interim basis. An interim decision taken by the Chairman of the Safeguarding Review Panel shall not be final until such time as it has been ratified by the Safeguarding Review Panel, which shall have the right to ratify, modify or make any other order as it considers appropriate in relation to the decision taken by the Chairman of the Safeguarding Review Panel.

## SAFEGUARDING ADULTS AT RISK REGULATIONS

2. For these purposes, the term Adult at Risk or Adults at Risk means any person who falls within any one or more of the following:
  - 2.1 The Care Act 2014
  - 2.2 Section 59 of the Safeguarding Vulnerable Groups Act 2006 as amended by the Protection of Freedoms Act 2012; and 2.3 any adult who is or may be in need of community care services by reason of mental health issues, learning or physical disability, sensory impairment, age or illness and who is or may be unable to take care of him/herself or unable to protect him/ herself against significant harm or serious exploitation.

### SAFEGUARDING ADULTS AT RISK PROCESS

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3. Any person, regardless of their age, applying for or currently in such positions that The Association in its discretion considers relevant whose duties include regularly caring for, training, supervising, administering treatment and/or therapy or medical treatment to an Adult at Risk may be required by The Association to comply with the requirements of The Association's Safeguarding Adults at Risk process. These requirements are:
  - 3.1 To obtain and provide to The Association a DBS Enhanced Criminal Records Check (to include the Adults Barred List check where the duties fall within the definition of "Regulated Activity" under the Protection of Freedoms Act 2012) or to obtain and provide to The Association a DBS Enhanced Criminal Records Check without a check of the adults barred list where the duties do not fall within the definition of "Regulated Activity" under the Protection of Freedoms Act 2012 or other DBS check according to role.
  - 3.2 To provide any such further detail, explanation or clarification of any part of the matters disclosed pursuant to Regulation 3.1 above as may be required by The Association;
  - 3.4 Where required, to provide at least two references that attest to their suitability to be involved in football involving Adults at Risk. The spouse or partner of the person subject to this requirement cannot act as a referee for this purpose. Any reference provided by a spouse or partner will not be accepted; and
  - 3.5 To comply with each of the requirements set out in Regulations 3.1-3.4 within any such time limit as The Association may stipulate.
  - 3.6 To comply with any order imposed by the Safeguarding Review Panel.

Any person who fails to comply with any of the requirements set out in Regulation 3 shall be subject to an immediate suspension from football activity, on such terms and/or for such period as The Association may stipulate.

Where an individual is subject to a suspension under Regulation 3.6, that suspension will remain effective (and not subject to any review by The Association) until such time as:

Where an individual is subject to a suspension under Regulation 3.6, that suspension will remain effective (and not subject to any review by The Association) until such time as:

- (i) The individual successfully appeals against their suspension pursuant to Regulation 6; or
- (ii) The individual complies with the requirements set out in Regulation 3 that resulted in his or her suspension.

Any requirement under this Regulation 3, or any suspension arising from any failure to comply with any requirement of this Regulation, shall apply whether or not a person withdraws their application or ceases to hold the relevant position at any time before, during or after the investigation, risk assessment or final order of the Safeguarding Review Panel.

### INTERIM ORDERS

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4. Upon receipt by The Association of:

## SAFEGUARDING ADULTS AT RISK REGULATIONS

- 4.1 Notification that an individual has been charged with an Offence;
  - 4.2 Notification that an individual is the subject of an investigation by the Police or any other authority relating to an Offence; or
  - 4.3 Any other information which causes The Association reasonably to believe that a person poses or may pose a risk of harm to an Adult at Risk, The Association shall have the power to make any interim order including, but not limited to, issuing an interim suspension order suspending the individual from all or any specific football activity for such a period and on such terms and conditions as it considers appropriate. Interim orders shall be issued by the Case Manager, who shall provide the individual with written notification of the interim order, the reason(s) for its imposition and of the right of appeal pursuant to Regulation 7.
- 5.1 In determining whether an order under Regulation 4 should be made, the Case Manager shall give consideration, inter alia, to the following factors:
- 5.1.1 Whether Adults at Risk may be at risk of harm from the individual
  - 5.1.2 Whether the matters are of a serious nature; and/or
  - 5.1.3 Whether an order is necessary or desirable to allow the conduct of any investigation by The Association or any other authority or body to proceed unimpeded having regard to the need for any suspension order to be proportionate.

If the Association believes it requires further information from an individual in order to assess whether an order under Regulation 4 should be made and/or to properly assess the factors in Regulation 5.1, the Case Manager may request further information from that individual. Such information must be provided in accordance with the deadline set by the Case Manager.

- 5.2 The Case Manager will notify the individual in writing of the terms of any interim suspension order or other interim order, such notification to be sent by registered post to the individual's usual or last known address.
6. An individual who is subject to an interim order under Regulation 4 or under Regulation 3.6 shall have the immediate right to appeal the interim order.
  7. Appeals under Regulation 6 shall be considered by the Safeguarding Review Panel.
  8. To bring an appeal under Regulation 6, the individual as the appellant, must give notice in writing to The FA Judicial Services Department with a copy sent to the Case Manager. The notice must request an appeal and state the grounds for that appeal. The appellant may submit any written material in support of the appeal. Such material must be submitted to The Association, as the respondent, and the Safeguarding Review Panel within 14 days of giving such notice or it may not be considered by the Safeguarding Review Panel.
  9. The Safeguarding Review Panel shall determine all procedural matters for the conduct of the appeal, including requiring more information from either the appellant or the respondent. Unless the Safeguarding Review Panel in its discretion exceptionally allows the appellant and the respondent to address it in person, the Safeguarding Review Panel shall only consider the written material submitted by the appellant in support of the appeal, together with any written material submitted by the respondent. In exercising its discretion as to whether exceptionally to allow the individual and the Case Manager to address it in person (whether through a representative or otherwise), whether that be as a result of the application made by the appellant or otherwise, the Safeguarding Review Panel shall give consideration to the following reasons (which is not an exhaustive list):
    - 9.1 Whether the terms of any order under consideration would affect the individual's paid employment within football, in which case, the appellant shall be entitled to address the Safeguarding Review Panel in person; and/or
    - 9.2 Whether exceptional material is put before the Safeguarding Review Panel.
  10. In determining an appeal, the Safeguarding Review Panel shall have the power to make any order in relation to the interim order as it considers appropriate, including ratifying, modifying or removing it.

## SAFEGUARDING ADULTS AT RISK REGULATIONS

11. Any appeal under Regulation 6 shall be determined by the Safeguarding Review Panel at the earliest opportunity, following the receipt of notice in writing and any written material in support of the appeal from the appellant and written material submitted by the respondent (and, in cases where the individual and Case Manager were permitted to address it in person, following any oral hearing).
12. All interim orders will be reviewed at the first opportunity following the expiry of 6 months from the date of the order being imposed or, if that order has been appealed under Regulation 6, the date upon which that appeal is determined (whether on the written papers or following an oral hearing), and at the same interval thereafter. The Safeguarding Review Panel will not review an interim order before the expiry of the relevant 6 month period except in exceptional circumstances and/or where there is a material change in the circumstances in which the order was made. Any review under Regulation 12 shall be considered by the Safeguarding Review Panel which conducted an appeal in the same case under Regulation 6. The Safeguarding Review Panel may maintain, modify, or remove any interim order, or make any other order it considers appropriate.
13. The total period of an interim order under Regulation 4 shall not last beyond the final determination of any related case under the Rules of the Association. Where an interim order is imposed on an individual under Regulation 4 above, The Association shall bring and conclude any proceedings under the Rules of The Association against the person relating to the matters as soon as reasonably practicable.

### DETERMINATION FOLLOWING ANY ORDER MADE PURSUANT TO STATUTE BARRING OR RESTRICTING INVOLVEMENT WITH ADULTS AT RISK

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14.1 Where any individual is:

14.1.1 Barred from regulated activity relating to Adults at Risk;

14.1.2 Included in the list of individuals considered unsuitable to work with Adults at Risk, as kept by the Disclosure and Barring Service (DBS); and/or

14.1.3 Subject to any other order, not within Regulation 14.1.1 or 14.1.2, issued pursuant to statute restricting their involvement with Adults at Risk,

The Association shall have the power to make any order, including but not limited to an order that any individual be suspended from all or any specific football activity for such period and on such terms and conditions as it considers appropriate. Any such order shall be issued by the Case Manager.

14.2 The Case Manager shall notify the individual in writing of the order and shall invite the individual to make any written representations within 14 days as to why the order should not be ratified by the Safeguarding Review Panel.

14.3 All such orders shall be reviewed at the next meeting of the Safeguarding Review Panel. In reviewing the order the Safeguarding Review Panel shall consider any written material submitted by the individual in accordance with Regulation 14.2, together with all written material submitted by the Case Manager. The Safeguarding Review Panel may ratify, modify or remove any such order, or make any other order as it considers appropriate.

### ORDER FOLLOWING CONVICTION OR CAUTION

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15.1 The Association's Safeguarding Review Panel shall have the power to make any order in respect of any individual convicted of, or made the subject of a caution in respect of, an Offence, including but not limited to a suspension from all or any specific football activity for such period and on such terms and conditions as it considers appropriate.

15.2 Where a case is to be considered by the Safeguarding Review Panel under Regulation 15.1, the Case Manager shall notify the individual in writing and shall invite the individual to make any written representations within 14 days.



## SAFEGUARDING ADULTS AT RISK REGULATIONS

- 15.3 Before making any order under Regulation 15.1, the Panel shall consider all information gathered in respect of an individual including, where applicable, information gathered pursuant to The Association's CRC process under Regulation 3, any written representations made by the individual under Regulation 15.2, together with all written material submitted by the Case Manager.

### ORDER FOLLOWING RISK ASSESSMENT

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16. In addition to The Association's powers under Regulations 3.6, 4, 14 and 15 the Safeguarding Review Panel shall have the power to make any order that it considers appropriate, including but not limited to an order that any individual be suspended from all or any specific football activity for such period and on such terms and conditions as it considers appropriate, if it is satisfied that the individual poses or may pose a risk of harm to Adults at Risk and/or that the individual is or was in a position of trust in relation to any person and has engaged in sexual activity and/or an inappropriate relationship with that person.
17. Cases may be referred to the Safeguarding Review Panel in order to seek an order under Regulation 16 by the Case Manager where the Case Manager has reasonable cause to suspect that there are grounds for concern about an individual's continued participation in football activity involving Adults at Risk.
18. The Case Manager shall reach this decision on the basis of a risk assessment of that individual's suitability for such participation. This risk assessment may be in such form and prepared by any person, as the Case Manager at his/her discretion, considers appropriate.
19. Before a referral is made under Regulation 17, the Case Manager must use reasonable endeavours to notify the individual in writing. Such written notification must explain the order sought and the reason for it, and include a copy of the risk assessment and all other written material that the Case Manager intends to rely upon in seeking the order, save for any exceptional material dealt with under Regulation 25.
20. The individual shall have 14 days to reply to this notification and to provide any written material that he/she wishes the Safeguarding Review Panel to take into account in considering whether or not to impose any order under Regulation 16.
21. Following the receipt of the reply and/or written material from the individual, or the expiry of the 14 day period if no reply is received, the Case Manager may:
- 21.1 Decide that no further action is currently required as there are no longer grounds for a referral under Regulation 17;
  - 21.2 Make any such further inquiries as he or she considers appropriate in light of any matters raised by the individual in response to the written notification; or
  - 21.3 Refer the case to the Safeguarding Review Panel under Regulation 17..
22. Where further inquiries are made by the Case Manager, any written material arising from those inquiries may only be relied on by the Case Manager in applying for any order under Regulation 16 if that written material has been sent to the individual and he or she has had 14 days to reply to it, save for any exceptional material dealt with under Regulation 25. If the written material is relied upon, any response by the individual must also be considered by the Safeguarding Review Panel.
23. The Safeguarding Review Panel shall determine all procedural matters for the conduct of a case referred to it under Regulation 17. Unless the Safeguarding Review Panel in its discretion exceptionally allows the individual and the Case Manager to address it in person, the case shall be considered on the basis of the following written material only:
- 23.1 The written notification and all written material provided with it by the Case Manager to the individual;
  - 23.2 The reply, if any, and all other written material submitted by the individual in response to the written notification;
  - 23.3 Any further written material provided by the Case Manager to the individual subsequently to the written notification; and

## SAFEGUARDING ADULTS AT RISK REGULATIONS

- 23.4 Any response from the individual to such further written material and all other written material submitted with that response.
24. In exercising its discretion as to whether exceptionally to allow the individual and the Case Manager to address it in person, whether that be as a result of an application made by either party or otherwise, the Safeguarding Review Panel shall give consideration, inter alia, to the following factors:
- 24.1 Whether the terms of any order under consideration would affect the individual's paid employment within football in which case the individual shall be entitled to address the Safeguarding Review Panel in person;
- 24.2 Whether exceptional material is to be put before the Safeguarding Review Panel; and/or
- 24.3 Whether an oral hearing has previously been conducted pursuant to Regulation 10 in relation to the same matter.

### EXCEPTIONAL MATERIAL

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- 25.1 In considering an interim order under Regulation 6, a review of any interim order under Regulation 12, or whether or not to make any order under Regulation 16, as a general rule the Safeguarding Review Panel may not consider any material provided by either the Case Manager or the individual which the other party has not seen and had a reasonable opportunity to reply to.
- 25.2 Exceptionally, in respect of any of the matters set out at Regulation 24.1, the Case Manager may make an application to an Exceptional Material Panel for permission to submit material to the Safeguarding Review Panel that has not been sent to the individual ("exceptional material"), where the Case Manager considers that the exceptional material concerned should not be sent to the individual for any one or more of the following reasons:
- 25.2.1 Revealing it to the individual may create a risk of harm to any person or persons, and/or
- 25.2.2 Revealing it to the individual may amount to a criminal offence or otherwise be unlawful.
- 25.3 Where the Case Manager makes an application to an Exceptional Material Panel for permission to submit exceptional material to the Safeguarding Review Panel under Regulation 25.2, the Case Manager shall give notice of the application to the individual in writing at least fourteen days before the Exceptional Material Panel considers the application, unless the Case Manager considers that such written notice should not be given, as to give such notice may in itself:
- 25.3.1 Create a risk of harm to any person or persons; and/or
- 25.3.2 Amount to a criminal offence or otherwise be unlawful.
- 25.4 Any reply by an individual to a notice referred to in Regulation 25.3 must be passed to the Exceptional Material Panel for consideration.
- 25.5 The Exceptional Material Panel may, at its discretion, allow or reject the application in whole or in part.
- 25.6 In the event that the Exceptional Material Panel grants an order allowing the exceptional material to be submitted to the Safeguarding Review Panel, the Exceptional Material Panel shall give consideration as to whether either or both of the following may be provided to the individual:
- 25.6.1 A redacted version of the exceptional material; and/or,
- 25.6.2 A summary of the exceptional material.
- 25.7 An Exceptional Material Panel shall be made up of one or more of the members of the Safeguarding Review Panel. A person that sits on an Exceptional Material Panel determining an application under Regulation 25.2 in relation to a particular individual may not be a member of the Safeguarding Review Panel that will have conduct of the case referred under Regulation 17 in relation to that individual.

## SAFEGUARDING ADULTS AT RISK REGULATIONS

### OTHER ORDERS AVAILABLE FOLLOWING RISK ASSESSMENT

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26. Following a referral under Regulation 16, in addition to its ability to make an order under Regulation 17, the Safeguarding Review Panel may make any other order consistent with the aims of the Adults at Risk Policy that it considers appropriate in the circumstances.

### SUPERVISION ORDERS

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27. Unless otherwise discharged, a Supervision Order will last for the length of time ordered by the Panel. Before its expiry, The Association may apply for an extension, or further extensions, for a period not exceeding 3 years from the date of the first order.

### DISCRETION TO REFER TO THE SAFEGUARDING REVIEW PANEL

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28. Any of the powers and/or case management functions exercised by a Case Manager under these Regulations may instead be exercised by the Safeguarding Review Panel if the Case Manager, in his or her sole discretion, determines that the matter should be referred to the Safeguarding Review Panel (“a general referral”). The Case Manager shall make a general referral to the Safeguarding Review Panel where the facts and circumstances of a case are exceptional and/or of significant public interest, though the Case Manager’s discretion to make a general referral will not be limited to such cases.
29. Where the Case Manager makes a general referral to the Safeguarding Review Panel, the same rights of review and appeal arise as if the decision of the Safeguarding Review Panel had been made by the Case Manager. Any review or appeal of the decisions of the latter will be heard by a Safeguarding Review Panel, none of the members of which shall have been a member of the Safeguarding Review Panel which was involved in any earlier decision on that case.

### RIGHT OF APPEAL

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- 30.1 A Participant or The Association may appeal to an Appeal Board any decision of the Safeguarding Review Panel made under Regulations 13.1.3, 14 or 15. Subject to Regulation 30.3 and 30.4, such appeals shall be conducted in accordance with Part C: Appeals Non-Fast-Track of the Disciplinary Regulations (the “Appeal Regulations”). Subject to this right of appeal, decisions of the Safeguarding Review Panel shall be final and binding.
- 30.2 Notwithstanding any provision to the contrary in the Appeal Regulations, an Appeal Board convened to hear an appeal pursuant to Regulation 30.1 shall take place as a full rehearing of the case.
- 30.3 Paragraph 10 of the Appeal Regulations shall be replaced with the following: The Appeal Board shall hear new evidence only where it has given leave that it may be presented. An application for leave to present new evidence must be made in the Notice of Appeal or the Response. Such application must set out the nature and the relevance of the new evidence, and why it was not presented at the original hearing. The Appeal Board shall not grant leave to present new evidence unless satisfied with the reason given as to why it was not, or could not have been, presented at the original hearing and that such evidence is relevant. The Appeal Board’s decision shall be final. Where leave to present new evidence has been granted, in all cases the other party will be given an opportunity to respond.
- 30.4 Any decision of the Appeal Board shall be final and binding with no further right of appeal.

### WRITTEN MATERIAL

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31. For the purposes of these Regulations, “written material” may include photographic, video, electronic and/or audio evidence.

# REGULATIONS ON WORKING WITH INTERMEDIARIES

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## INTRODUCTION AND INTERPRETATION

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These Regulations are made in accordance with the FIFA requirement that National Associations have regulations governing the engagement of services provided by Intermediaries and must be read in conjunction with the FIFA Regulations on Working with Intermediaries which come into force on 1 April 2015. In the event of a conflict between these Regulations and the FIFA Regulations on Working with Intermediaries, these Regulations shall apply.

These Regulations are made in accordance with Rule J and are binding on all Participants.

Any decision by The Association pursuant to these Regulations shall be made by or under the authority of the Council of The Association, the Football Regulatory Authority or a Regulatory Commission as appropriate and shall be made at their absolute discretion.

Unless otherwise stated, definitions are as set out in Rule A of The Association and Appendix I of these Regulations. Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender.

These Regulations came into effect on 1 April 2015 and supersede The FA Football Agents Regulations.

## A. GENERAL PRINCIPLES

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1. Only an Intermediary may be used and paid by a Player or Club in relation to any Intermediary Activity. Alternatively, a Player or Club may represent themselves in any matter relating to a Transaction.
2. A Player or Club must not use or pay any person for Intermediary Activity unless that person is registered as an Intermediary and is entitled to act under a valid Representation Contract. An Intermediary must not carry out any Intermediary Activity in the place of, or on behalf of, or as agent or representative of, any person other than the Player and/or the Club he is engaged to act for (unless in accordance with Regulation B6).
3. A Club, Player, Intermediary or other Participant must not so arrange matters as to conceal or misrepresent the reality and/or substance of any matters in relation to a Transaction.
4. Any party to a Transaction is prohibited from:
  - a. proposing in any way, either directly or indirectly, to any other party to the Transaction that the Transaction is dependent upon a Player's agreement to contract with a specific Intermediary; or
  - b. making the Transaction conditional on a Player's agreement to contract with a specific Intermediary.
5. A Club shall use reasonable endeavours to ensure that its Club Officials and Manager comply with the requirements of these Regulations.
6. An Intermediary, Club and Player must ensure that all relevant contracts and documents contain the name, signature and registration number of each and every Intermediary carrying out any Intermediary Activity in relation to a Transaction (whether directly or indirectly), as well as any other information as may be required by The Association from time to time. If a Player or Club has not used the services of an Intermediary at any time in a Transaction, this fact must be stated in all relevant documents in respect of such Transaction.
7. An Intermediary shall always act in the best interests of the Club and/or Player for whom they act and in accordance with their fiduciary duties.
8. **8.1** An Intermediary acting under a Representation Contract for a Player must upon receipt of an Offer:
  - (a) notify the Player orally; and
  - (b) provide written confirmation of the Offer;as soon as reasonably practicable and in any event within 24 hours of receipt of the Offer.

## WORKING WITH INTERMEDIARIES REGULATIONS

- 8.2 The obligation set out at A8.1 is without prejudice to the rules and regulations of FIFA, the Rules and regulations of The Association and any other rules and regulations of the relevant National Association and/or Competition, including without limitation any rule or regulation relating to approaches by or to Players, and any obligation to report any breaches of any relevant rules and/or regulations.

### B. REPRESENTATION CONTRACT

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1. An Intermediary and a Player or a Club (as applicable) must have entered into a validly executed written Representation Contract prior to that Intermediary carrying out any Intermediary Activity on his or its behalf.
2. The Representation Contract must contain the entire agreement between the parties in relation to the Intermediary Activity, and shall, at a minimum, contain all Obligatory Terms of the relevant Standard Representation Contract. The parties may add other terms so long as they are consistent with the Obligatory Terms of the Standard Representation Contract and the requirements of these Regulations and the FIFA Regulations on Working with Intermediaries.
3. All parties to a Representation Contract must ensure that copies of any and all Representation Contracts to which they are a party are lodged with The Association in any manner as may be prescribed from time to time. Representation Contracts must be lodged within 10 days of being executed and in any event no later than at the time of the registration of a Transaction by The Association.
4. Any term of a Representation Contract that breaches the requirements of these Regulations or the FIFA Regulations on Working with Intermediaries is not permitted. In such cases, The Association shall have the power to notify the parties of any such breach whereupon the parties shall remedy the breach by making the necessary amendments as notified. Failure to remedy any breach shall constitute a breach of these Regulations, separate from and in addition to the initial breach.
5. All parties to a Representation Contract must inform The Association in writing of any early termination, novation, variation or other event that affects the validity or status of a Representation Contract (save for the natural expiry of the contract), within 10 days of such event.
6. Where an Intermediary assigns or subcontracts any Intermediary Activity duties or services or responsibilities in relation to a Player and/or a Club to another Intermediary, the Intermediary must:
  - a. lodge a copy of the Representation Contract between the assigning or subcontracting Intermediary and the Player and/or Club in accordance with Regulation B3;
  - b. record the terms upon which those obligations are assigned or subcontracted and incorporate the written consent of the Player and/or Club in a single document; and
  - c. complete and lodge such document in the same way as for a Representation Contract under Regulation B3.
7. Where a Player has a Representation Contract with an Intermediary, a Club must deal with that Intermediary in relation to any Transaction concerning the Player unless the Player provides a prior written request to the Club requesting it not to do so, such written request also to be provided by the Player to the Intermediary as soon as reasonably practicable and in any event prior to the Transaction taking place.
8.
  - (i) An Intermediary must not, either directly or indirectly, make any approach to, or enter into any agreement with, a Player in relation to any Intermediary Activity before the 1st January of the year of the Player's sixteenth birthday.
  - (ii) An Intermediary must not, either directly or indirectly, make any approach to, or enter into any agreement with, a Player between the 1st January of the year of the Player's sixteenth birthday and the date of his eighteenth birthday in relation to any Intermediary Activity without first obtaining the written consent of the Player's parent or guardian.

## WORKING WITH INTERMEDIARIES REGULATIONS

- (iii) A reference to an approach in this Regulation B8 includes but is not limited to contact via; any means of electronic communications such as email; telephone, SMS or mobile messaging applications (e.g WhatsApp) or social media. It shall also include a direct or indirect approach made by another person or organisation; and any direct or indirect approach to another person or organisation connected to the Player such as a member of a Player's family or friends.
- 9. An Intermediary cannot enter into a Representation Contract with a Minor unless it is countersigned by the Minor's parent or legal guardian with parental responsibility.
- 10. An Intermediary can only enter into a Representation Contract with a Player for a maximum duration of two years.
- 11. An Intermediary shall only enter into a single Representation Contract with the same Player at any one time.
- 12. An Intermediary shall not enter into a Representation Contract with a Player under an exclusive Representation Contract with another Intermediary.
- 13. A Player shall not enter into a Representation Contract with an Intermediary whilst under an exclusive Representation Contract with another Intermediary.

### C. REMUNERATION

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1. An Intermediary may be remunerated by the Club or the Player for whom he acts. Payment must be made in accordance with the terms of either the Representation Contract between the parties or the relevant paperwork submitted to The Association to register the Transaction.
2. Where an Intermediary undertakes Intermediary Activity for a Player, the Player may discharge his obligations to pay the Intermediary as specified in either the Representation Contract between the parties or the relevant paperwork submitted to The Association to register the Transaction in one, or more, of the following ways only:
  - a. the Player may pay the Intermediary directly; and/or
  - b. only where the Player makes a request in writing to the Club, the Club may:
    - (i) make an actual deduction in periodic instalment(s) from a Player's net salary in favour of the Intermediary, so that the sums are deducted and paid in discharge of the Player's obligation to the Intermediary contained in the relevant Representation Contract or the relevant paperwork submitted to The Association; and/or
    - (ii) discharge the Player's liability towards his Intermediary, as contained in the relevant Representation Contract or the relevant paperwork submitted to The Association, on the Player's behalf as a taxable benefit.
3. Where the Intermediary and the Player agree in the Representation Contract that a commission (either by way of lump sum or by instalments) is to be paid in respect of a Transaction, it shall be calculated on the basis of the Player's Basic Gross Income as set out in the employment contract concluded by the Player in respect of which he was represented by the Intermediary.
4. Where the Intermediary and the Player agree periodic instalments and the Player's employment contract in respect of which he was represented by the Intermediary lasts longer than the Representation Contract, the Intermediary is entitled to the agreed instalments after expiry of the Representation Contract, until the Player's employment contract expires or, if earlier, until the Player signs a new employment contract without the involvement of that Intermediary.
5. Any and all remuneration or payments of whatever nature, and howsoever arising, and whether direct or indirect, made to any person in relation to any Intermediary Activity for or on behalf of a Club, must be made by the Club only, and must be fully recorded in the accounting records of the Club. This does not prevent an Intermediary acting for a Club from paying another Intermediary with whom he has assigned or sub-contracted any Intermediary Activity duties or services or responsibilities in accordance with Regulation B6.

## WORKING WITH INTERMEDIARIES REGULATIONS

6. Any payment by a Club to an Intermediary in relation to any Intermediary Activity, whether direct or indirect, other than a payment made by a Club under Regulation C2.(b)(i), must be made through The Association, using the relevant designated account and in accordance with The Association's clearing house protocol as may be prescribed by The Association from time to time.
7. Where the Intermediary and the Club agree that such a commission is to be paid, they shall also agree in the Representation Contract what the commission shall be and whether the Club shall remunerate the Intermediary with a lump sum payment at the start of the employment contract of the Player who was the subject of the Transaction or whether the Club will pay by periodic instalments and/or whether such commission (or any instalment or part thereof) shall be conditional in any way.
8. Save when acting further to Regulation B6, an Intermediary, or an Intermediary's Organisation, must not pass any remuneration directly relating to Intermediary Activity to any other person. This does not affect the ability of an Organisation to pay its employees or contractors pursuant to their employment or other contracts or any other parties for purposes unrelated to any Intermediary Activity.
9. A Club which pays to a Recognised Club a compensation payment and/or any Solidarity Payment and/or Training Compensation Payment, or other sum properly payable as consideration for, or in connection with, a Transaction must ensure that it pays any such amount(s) only to the Recognised Club and/or any other Recognised Clubs and/or persons to whom the same is payable in accordance with any applicable competition rules and/or the Rules and/or Regulations of The Association. A Club must not pay any amount to any other third party (including but not limited to any Intermediary involved in the Transaction) save with the express consent of the appropriate governing body in respect of the Transaction in question.
10. Players and/or Clubs that engage the services of an Intermediary when negotiating an employment contract and/or a transfer agreement are prohibited from making any payments to such Intermediary if the Player concerned is a Minor.
11. As a recommendation, Players, Clubs and Intermediaries may adopt the following benchmarks:
  - a. The total amount of remuneration per Transaction due to Intermediaries who have been engaged to act on a Player's behalf should not exceed three per cent (3%) of the Player's Basic Gross Income for the entire duration of the relevant employment contract.
  - b. The total amount of remuneration per Transaction due to Intermediaries who have been engaged to act on a Club's behalf in order to conclude an employment contract with a Player should not exceed three per cent (3%) of the Player's eventual Basic Gross Income for the entire duration of the relevant employment contract.
  - c. Subject to Regulation E5, the total amount of remuneration per Transaction due to Intermediaries who have been engaged to act on a Club's behalf in order to conclude a transfer agreement should not exceed three per cent (3%) of the eventual transfer compensation paid in connection with the relevant transfer of the Player..
12. An Intermediary shall within 30 days of the end of each Reporting Period provide any Player with whom they have or have had a Representation Contract with an Annual Return during that Registration Period. The Association shall be entitled to request a copy of any Annual Return provided to a Player and the Intermediary must comply with any such request within 14 days of the date of the request.

## WORKING WITH INTERMEDIARIES REGULATIONS

### D. DISCLOSURE AND PUBLICATION

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1. The Association shall be entitled to publish the name and registration number of every Intermediary, as well as, where applicable, the name of the Organisation (or legal person registered as an Intermediary) he is connected with.
2. The Association shall be entitled to publish, in any manner and at any time it considers appropriate, a list of every Transaction in which any Intermediary has been involved.
3. The Association shall be entitled to publish, in any manner and at any time it considers appropriate, the total consolidated amount of all payments made by all Players to Intermediaries and the total consolidated amount of all payments made by each Club to Intermediaries.
4. The Association shall be entitled to publish any decision made pursuant to these Regulations, in any manner and at any time it considers appropriate, including the name and any other relevant information relating to an Intermediary in respect of whom a disciplinary decision has been made, including where a Registration is suspended or withdrawn. This is in addition to The Association's powers to publish contained in the General Provisions Relating to Inquiries, Commissions of Inquiry, Regulatory Commissions of The Association, Other Disciplinary Commissions, Appeal Boards and Safeguarding Review Panel Hearings, or elsewhere in its Rules and regulations.
5. An Intermediary or Intermediary's Organisation shall disclose to The Association any agreement with another Intermediary or Intermediary's Organisation which purports to resolve any past, existing, or future dispute between the parties regarding a Player and/or Club in relation to Intermediary Activity.

### E. CONFLICTS OF INTEREST

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#### Consent to Dual/Multiple Representation

1. An Intermediary may only act for one party to a Transaction save where the Intermediary and other relevant parties comply in full with the requirements regarding consent for dual/ multiple representation set out at Regulations E2 and E3. The content of Regulations E2 and E3 must also be complied with prior to any situation where two or more Connected Intermediaries are proposing to act for more than one party to a Transaction. In that case, the Connected Intermediaries will collectively be required to comply with the requirements of Regulations E2 and E3.
2. An Intermediary may undertake Intermediary Activity for more than one party in relation to a Transaction, only where the following requirements are met in full:
  - a. The Intermediary has a pre-existing Representation Contract with one party to the Transaction ("the first party") and the Representation Contract has been lodged with The Association in accordance with the requirements of Regulation B; alternatively the Intermediary has entered into a sub-contract agreement in relation to the first party in accordance with the requirements of Regulation B6; and
  - b. The Intermediary obtains all parties' prior written consent to him providing services to any other party to the Transaction ("the other party(ies)") in the form prescribed by The Association from time to time; and
  - c. Once the Intermediary and the other party(ies) have agreed terms, (but prior to them entering into a Representation Contract), the Intermediary must inform all parties in the form prescribed by The Association from time to time of the full particulars of the proposed arrangements including, without limitation, the proposed fee (if any) to be paid by all parties to the Intermediary; and
  - d. All parties are given the reasonable opportunity to take independent legal advice and/or, in the case of a Player, to take advice from the Professional Footballers' Association prior to providing written consent in the form prescribed by The Association from time to time; and
  - e. Having been given such opportunity, all parties provide their express written consent for the Intermediary to enter into a Representation Contract with the other party(ies) on the proposed terms in the form prescribed by The Association from time to time.



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- Where any party does not provide its express consent in accordance with the above requirements, the Intermediary is not permitted to proceed with the provision of services to the other party(ies), or to receive any remuneration from the other party(ies) in respect of the relevant Transaction, and the other party(ies) are not permitted to receive any services from the Intermediary or make any payment to the Intermediary in respect of the relevant Transaction. The Intermediary may continue to represent the first party (only) in respect of the relevant Transaction and be paid for such services in accordance with Regulation C and the terms of the relevant Representation Contract.

### Restriction on Conflict of Interest

- An Intermediary, any individual or legal person with an interest in an Intermediary's Organisation or an Intermediary's Organisation shall not have an interest in a Club. Similarly, a Player, Club, Club Official, Manager or any individual or entity with an interest in a Club shall not have any interest in the business or affairs of an Intermediary or an Intermediary's Organisation.

Such interest shall be defined as:

- beneficial ownership of more than 5% of any entity, firm or company through which the activities of the Club or Intermediary (as applicable) are conducted and/ or
- being in a position or having any association that may enable the exercise of a material, financial, commercial, administrative, managerial or any other influence over the affairs of the Club or Intermediary (as applicable) whether directly or indirectly and whether formally or informally.

An interest for the purposes of clauses (a) and (b) above includes an interest of:

- a spouse, child, stepchild, parent or sibling of the Intermediary, Player, Club Official or Manager (as applicable); and/or
  - a company in which any legal or beneficial interest or any proportion or share is held by the Intermediary, Player, Club Official or Manager or any spouse, child, stepchild, parent or sibling of the Intermediary, Player, Club Official or Manager (as applicable) (save for a holding of less than 5%); and/or
  - a company over whose affairs financial, commercial, administrative, managerial or any other control or influence can be exercised by the individual or any spouse, child, stepchild, parent or sibling of the Intermediary, Player, Club Official or Manager (as applicable).
- An Intermediary must not have, either directly or indirectly, any interest of any nature whatsoever in relation to a registration right or an economic right. This includes, but is not limited to, owning any interest in any transfer compensation or future transfer value of a Player or payments contingent on the future transfer of a Player. This does not prevent an Intermediary acting solely for a Club in relation to a Transaction to transfer a Player's registration being remunerated by reference to the total amount of transfer compensation generated by solely that Transaction.
  - An Intermediary must not give, offer or seek to offer, any consideration of any kind, either directly or indirectly, to any Club, Club Official, Manager or Player as a result of, or in connection with, a Transaction or in return for any benefit, service, favour or any kind of preferential treatment in respect of the Club's Players, access to those Players or the promotion of the Intermediary's services with those Players. Clubs, Club Officials, Managers and Players are prohibited from accepting such offers or receiving such consideration.
  - An Intermediary must not give, offer or seek to offer, any consideration of any kind, either directly or indirectly, to a Player (or any family member of that Player) in relation to entering into a Representation Contract with that Intermediary. Players are prohibited from accepting such offers or receiving such consideration.

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### Duty to Disclose

8.
  - (i) A Player, Club, Club Official or Manager must disclose to The Association any agreement or contractual or other arrangement whether formal or informal that exists between any Player, Club, Club Official or Manager and any Intermediary (or an Intermediary's Organisation) whereby any money is paid by or on behalf of such Intermediary (or such Intermediary's Organisation) to such Player, Club, Club Official or Manager. Such disclosure must be made within ten days of the Intermediary entering into such a contractual or customary arrangement with the Player, Club, Club Official or Manager.
  - (ii) An Intermediary must disclose to The Association any agreement or contractual or other arrangement whether formal or informal that exists between themselves (or the Intermediary's Organisation through which they operate) and any Player, Club, Club Official or Manager whereby any money is paid by or on behalf of such Intermediary (or such Intermediary's Organisation) to such Player, Club, Club Official or Manager. Such disclosure must be made within ten days of the Intermediary entering into such a contractual or customary arrangement with the Player, Club, Club Official or Manager.
  - (iii) A Club shall disclose to The Association any agreement of any nature that it has entered into with an Intermediary and/or Intermediary's Organisation regarding the provision of services.
9. An Intermediary must disclose to The Association any agreement or contractual or other arrangement whether formal or informal that exists between that Intermediary and any Club Official, Manager or Club in respect of a Club Official or Manager whereby such Intermediary represents the interests of any such Club Official, Manager or Club in respect of a Club Official or Manager. Such disclosure must be made within 10 days of:
  - a. the Intermediary entering into such an agreement or contractual or other arrangement with a Club Official, Manager or Club in respect of a Club Official or Manager; or
  - b. an individual becoming a Club Official or Manager and having a pre-existing agreement or contractual or other arrangement with an Intermediary; or
  - c. a person registering as an Intermediary and having a pre-existing agreement or contractual or other arrangement with a Club Official, Manager or Club in respect of a Club Official or Manager.
10. Intermediaries, Players, Clubs, Club Officials and Managers shall disclose in writing any actual or potential conflict of interest they might have in relation to a Transaction and shall obtain the express written consent of the other parties involved in the matter (in the form prescribed by The Association from time to time) in order for their activity in the Transaction to continue. A copy of this form shall be disclosed to The Association within 10 days of being completed and in any event no later than at the time of the registration of a Transaction by The Association.
11.
  - 11.1 An Intermediary or Intermediary's Organisation shall not enter into any form of sponsorship agreement with a Club participating in the Premier League, EFL, or National League System at Steps 1 to 4.
  - 11.2 No Club participating in the Premier League, EFL, or National League System from Steps 1 to 4, may enter into any form of sponsorship agreement with an Intermediary or Intermediary's Organisation.
  - 11.3 Any sponsorship agreement entered into between any Club not subject to the prohibition set out above and any Intermediary and/or Intermediary's Organisation shall be disclosed to The Association by the relevant Club(s).

### F. BREACHES OF THE REGULATIONS

1. Any breach of these Regulations shall be Misconduct in accordance with Rule E1(b). Any charge for Misconduct shall be dealt with in accordance with the Rules of The Association and shall be determined by a Regulatory Commission of The Association.

### G. MISCELLANEOUS

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1. To the extent that any provision of these Regulations or its performance contravenes any applicable law or regulation, it shall be deemed to be null and void: provided, however, that such determination shall not affect the validity and enforceability of any other provision of these Regulations, which shall remain in full force and effect.
2. An Intermediary (whether an individual or operating through an Organisation) is responsible for ensuring that any of its employees (if applicable), contractors or agents who are not registered as an Intermediary are prohibited from carrying out any Intermediary Activity.
3. An Intermediary should use all reasonable endeavours to ensure that the Organisation through which he operates shall comply fully with the requirements of the Rules of The Association and these Regulations in relation to any Intermediary Activity carried out by that Intermediary.

#### Transitional Provisions

4. An Intermediary can conduct Intermediary Activity pursuant to a Representation Contract lodged with The Association before 1st April 2015 if this Representation Contract is resubmitted to The Association within 10 days of the Intermediary registering with The Association in accordance with Appendix II.
5. A Representation Contract between an Intermediary and a Minor lodged with The Association before 1st April 2015 will only be enforceable if the Intermediary is authorised to deal with Minors.

## APPENDIX I – DEFINITIONS

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The following terms shall have the following meanings:

**“Annual Return”** means a schedule (in the form prescribed by The Association from time to time) detailing all payments of any kind whatsoever (including all remuneration, fees and expenses) made by a Player (or by a Club on behalf of the Player) to an Intermediary during a Reporting Period.

**“Basic Gross Income”** means a Player's basic gross salary or wage, excluding any bonus that is conditional upon the Player and/or his Club's performance. For the avoidance of doubt, benefits and privileges are also excluded from the Basic Gross Income;

**“Connected Intermediary”** means an Intermediary who is connected to another Intermediary as a result of:

- (i) them being employed or retained by, shareholder in or director or co-owner of the same Organisation or legal person registered as an Intermediary; or
- (ii) being a representative of a legal person registered as an Intermediary pursuant to Appendix III; or
- (iii) them being married to, sibling of, or parent, child or stepchild of the other Intermediary; or
- (iv) them having made any contractual or other arrangement whether formal or informal to co-operate in the provision of any Intermediary Activity or to share the revenue or profits of any part of their Intermediary Activity.

**“Intermediary”** means any natural or legal person who carries out or seeks to carry out Intermediary Activity and has registered with The Association in accordance with Appendix II and/or III;

**“Intermediary Activity”** means acting in any way and at any time, either directly or indirectly, for or on behalf of a Player or a Club in relation to any matter relating to a Transaction. This includes, but is not limited to, entering into a Representation Contract with a Player or a Club;

For the avoidance of doubt, a Club Official is not acting as an Intermediary when he carries out any Intermediary Activity in relation to any matter relating to a Transaction for or on behalf of that Club. Similarly, a Lawyer is not acting as an Intermediary when he solely and exclusively undertakes or provides Permitted Legal Advice in relation to any matter relating to a Transaction;

## WORKING WITH INTERMEDIARIES REGULATIONS

**“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;

**“Minor”** means a Player who has not yet reached the age of 18;

**“National Association”** means a member association of FIFA;

**“Obligatory Terms”** means the clauses set out in a Standard Representation Contract, and marked bold (or bold and italics) therein, that parties are required under Regulation B2 to include unaltered in Representation Contracts;

**“Offer”** means any offer made by a Recognised Club in relation to a Player’s remuneration under a current contract of employment, or potential contract of employment which complies with the rules and regulations of FIFA, the Rules and regulations of The Association and any other rules and regulations of the relevant National Association and/or Competition.

**“Organisation”** means an agency, person, firm or company retaining, comprising, employing, or otherwise acting as a vehicle for one or more Intermediaries and not registered as an Intermediary itself pursuant to Appendices II and III;

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

- (i) the Lawyer has entered into terms of engagement with the Player or Club in the form required by the Lawyer’s professional regulator and solely operates under those terms; and
- (ii) the Lawyer is providing the advice or assistance as part of a practice which is regulated by the Lawyer’s professional regulator; and
- (iii) the advice or assistance either relates to:
  - (i) 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 terms of the Transaction; or
  - (ii) a dispute arising out of a Transaction; and
- (iv) the Lawyer is remunerated in a manner which is consistent with the manner in which Lawyers are ordinarily remunerated for carrying out such advice or assistance;

**“player”** means any football player who plays the game of football in any country and is recognised as such by their National Association;

For the avoidance of doubt, a Player (as defined within the Rules of The Association) is deemed to be a player for the purposes of these Regulations;

**“Recognised Club”** means any football club that plays the game of football in any country in a competition sanctioned and recognised by the relevant National Association.

For the avoidance of doubt, a Club (as defined under the Rules of the Association) is deemed to be a Recognised Club for the purposes of these Regulations. terms of the Transaction and, in particular, the remuneration terms of the Transaction; or

- (i) a dispute arising out of a Transaction; and
- (ii) the Lawyer is remunerated in a manner which is consistent with the manner in which Lawyers are ordinarily remunerated for carrying out such advice or assistance;

**“Registration”** means completion of the process defined from time to time by The Association whereby a natural or legal person registers with The Association as an Intermediary;

**“Reporting Period”** means the period between 1 July of the previous calendar year and 30 June of the current calendar year.

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**“Representation Contract”** means any agreement between an Intermediary (on the one hand), and a Player and/or Club (on the other), the purpose or effect of which is to cover the provision of Intermediary Activity. A Representation Contract must comply with the Obligatory Terms of the Standard Representation Contract;

**“Solidarity Payment”** means any payment made pursuant to the requirements of the FIFA Regulations on the Status and Transfer of Players in relation to the Solidarity Mechanism as defined within those regulations or any successor or replacement thereof;

**“Standard Representation Contract”** is a Representation Contract in the form prescribed by The Association from time to time;

**“Test of Good Character and Reputation for Intermediaries”** means such document as The Association will publish from time to time and setting out the requirements an individual applying to be registered as an Intermediary or an existing Intermediary must meet in order to be deemed to have an impeccable reputation as required by paragraph 4.1 of the FIFA Regulations on Working with Intermediaries;

**“Training Compensation Payment”** means any payment made pursuant to the requirements of the FIFA Regulations on the Status and Transfer of Players in relation to Training Compensation as defined within those regulations or any successor or replacement thereof;

**“Transaction”** means any negotiation or other related activity, including any communication relating or preparatory to the same, the intention or effect of which is to create, terminate or vary the terms of a player’s contract of employment with a Club, to facilitate or effect the registration of a player with a Club, or the transfer of the registration of a player from a Recognised Club to a Club (whether on a temporary or permanent basis). A completed Transaction is one that has so achieved the creation, termination or variation of the terms of the player’s contract of employment with a Club, the registration of the player with a Club or the transfer of the registration from a Recognised Club to a Club.

## APPENDIX II – REGISTRATION OF INTERMEDIARIES

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### 1. ELIGIBILITY

- 1.1 Any natural or legal person who wishes to act as an Intermediary shall register with The Association in the form as may be prescribed from time to time. The Registration shall be valid for 1 year.
- 1.2 An Official (as defined by the FIFA Statutes or any successor hereto) or a Player cannot be an Intermediary. An Intermediary becoming an Official or a Player shall have his Registration suspended for as long as he remains an Official or a Player.
- 1.3 A natural person seeking to register as an Intermediary will be required to satisfy The Association of his impeccable reputation before such Registration will be accepted, on terms that shall be stipulated by The Association in its Test of Good Character and Reputation for Intermediaries. The requirements of this test are ongoing and will continue to apply to all Intermediaries throughout any period of Registration. As such, Intermediaries are obliged to notify The Association within 10 working days of any change in circumstances relating to the requirements of the Test of Good Character and Reputation for Intermediaries.
- 1.4 A natural person whose Registration is rejected at this stage or an Intermediary whose Registration is suspended due to a change in his circumstances may appeal to an Appeal Board of The Association in accordance with the Appeal Regulations. For the avoidance of doubt, Regulation 1.6(1) of the Appeal Regulations will not be applicable to an appeal made pursuant to this paragraph.
- 1.5 If the Appeal is upheld The Association will approve the natural person’s Registration or revoke the suspension of the Registration (as applicable) but shall not have any liability of any nature to this natural person arising out of, or in connection with, any decision or action taken or omitted by The Association in relation to the natural person’s Registration or the determination of the same.

## WORKING WITH INTERMEDIARIES REGULATIONS

### 2. REGISTRATION CONDITIONS

- 2.1 As soon as the Intermediary has completed his Registration with The Association, he will be entitled to use the following designation, and no variation thereof, after his name in business relations: "FA Registered Intermediary". An Intermediary shall not be entitled to hold himself out as having any connection with The Association other than this designation (for the avoidance of doubt, the usage of The Association's crest by the Intermediary is prohibited).
- 2.2 An Intermediary must procure that the Organisation with which he is associated complies with any requirement of The Association pursuant to its Rules and regulations.

### 3. REQUIREMENTS RELATING TO MINORS

- 3.1 Prior to entering into a Representation Contract with a Minor or with a Club in respect of a Minor, an Intermediary must obtain from The Association additional authorisation to deal with Minors. This authorisation can be applied for by an Intermediary when registering with The Association in accordance with Appendix II or at any point after his Registration. This authorisation shall be valid for 3 years, subject to the Intermediary remaining registered in accordance with paragraph 1.1.
- 3.2 A legal person registering as an Intermediary cannot apply to deal with Minors.
- 3.3 An Intermediary applying to deal with Minors shall be required to satisfy The Association of his suitability, on terms that shall be stipulated by The Association from time to time.
- 3.4 Any element disclosed to The Association pursuant to paragraph 3.3. shall also be considered in relation to the requirements of paragraph 1.3.

## APPENDIX III– REGULATIONS APPLICABLE TO LEGAL PERSONS REGISTERED AS INTERMEDIARIES

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- 1.1 A legal person can only be registered as an Intermediary by a natural person already registered as an Intermediary.
- 1.2 A legal person registered as an Intermediary shall be responsible for declaring (within the form prescribed by The Association from time to time) those natural persons registered as Intermediaries who are authorised to conduct Intermediary Activity on behalf of the legal person.
- 1.3 Any Intermediary Activity carried out on behalf of a legal person registered as an Intermediary must be carried out by a natural person registered as an Intermediary and authorised to represent the legal person pursuant to paragraph 1.2.
- 1.4 When a legal person registered as an Intermediary carries out Intermediary Activity for or on behalf of a Player and/or a Club in a Transaction, the name, signature and registration number of the natural person representing said legal person pursuant to paragraph 1.3. must appear on all relevant paperwork as is required by The Association from time to time.
- 1.5 For the purpose of Regulation D2, when a legal person registered as an intermediary is involved in a Transaction, The Association will publish the name of the natural person declared as representing the legal person in said Transaction.

# THIRD PARTY INTEREST IN PLAYERS REGULATIONS

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## PREAMBLE

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These Regulations are made in accordance with Rule C.1.(b)(iii) of The Association and are binding on all Participants. These Regulations are founded on the principle that no party, other than a Club itself, should be placed in a position where it may be able to influence the manner in which a Club operates, its policies or the performance of its teams. The Association considers that a party holding an interest in the registration, federative, economic or similar rights of a Player may, as a consequence of that interest, have such ability. The purpose of these Regulations is to ensure that no such 'third party' interests are held in Players playing for Clubs.

Any breach of these Regulations shall be Misconduct and shall be dealt with in accordance with the Rules of The Association and shall be determined by a Regulatory Commission of The Association. All other decisions by The Association pursuant to these Regulations shall be made by or under the delegated authority of the Football Regulatory Authority and shall be made at its absolute discretion.

In dealing with any issue under these Regulations, regard shall be given to the substance of any dealings or arrangements and not just their legal form.

Definitions are set out in Rule A, Appendix I of The Association's Regulations on Working with Intermediaries and Section E of these Regulations.

## A. PROHIBITION ON THIRD PARTY INTEREST

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### Club Obligations

1. No Club may enter into an Agreement which enables any party, other than the Club itself, to influence materially the Club's policies or the performance of its teams or Players in Matches and/or Competitions.
2. No Club may enter into an Agreement with a party whereby that Club:
  - makes or receives a payment, whether directly or indirectly, or
  - assigns, novates, sells, grants, acquires or otherwise transacts in any rights or obligations whatsoever, or
  - incurs any liability
  - to, or from that party as a result of, in connection with, or in relation to
  - the proposed or actual registration (whether permanent or temporary), or
  - the transfer of registration, or
  - the employment or continued employment
  - by the Club of a player, save where:
    - 2.1 the Agreement is permitted pursuant to Regulation B ("Permitted Club Agreements"); or
    - 2.2 The Association has provided its formal written approval of the Agreement in advance pursuant to Regulation D ("Club or Player Agreements Requiring Prior Written Approval").

## THIRD PARTY INTEREST IN PLAYERS REGULATIONS

### Player Obligations

3. No Player may enter into or be party to an Agreement with another party whereby that Player
  - makes or receives a payment, whether directly or indirectly, or
  - assigns, novates, sells, grants, acquires or otherwise transacts in any rights or obligations whatsoever, or
  - incurs any liability
  - to, or from that party as a result of, in connection with, or in relation to
  - the proposed or actual registration (whether permanent or temporary), or
  - the transfer of registration, or
  - the employment or continued employment
  - of that Player, save where:
    - 3.1 the Agreement is permitted pursuant to Regulation C (“Permitted Player Agreements”); or
    - 3.2 The Association has provided its formal written approval of the Agreement in advance pursuant to Regulation D (“Club or Player Agreements Requiring Prior Written Approval”).

## B. PERMITTED CLUB AGREEMENTS

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1. Subject always to the Rules and Regulations of The Association, FIFA and any relevant Competition, and unless formally approved in advance by The Association pursuant to Regulation D, a Club may only enter into an Agreement otherwise prohibited pursuant to Regulation A.2 above where it:

### Agreements arising from the permanent or temporary transfer of registration of a player

- 1.1 In the case of a Registering Club, agrees to acquire the registration of a player in consideration for payment to a Transferring Club (or, if so required under the rules and/or regulations of an overseas league or association, directly to said overseas league or association) of a Fee, subject to the requirements of Rule C.1(g)(iv) and (v) and,
  - 1.1.1 in the circumstances of a permanent transfer of registration, such that any existing interest of any party in the registration, federative or economic rights or rights of any other nature whatsoever of the player is extinguished absolutely save for the Transferring Club's entitlement to receive a Sell-On Fee or Contingent Sum; or
  - 1.1.2 in the circumstances of a temporary transfer of registration, such that any existing interest of any party other than the Transferring Club in the registration, federative or economic rights or rights of any other nature whatsoever of the player is extinguished absolutely;
- 1.2 in the case of a Transferring Club, agrees to transfer the registration of a player in consideration for receipt from a Registering Club of a Fee, subject to the requirements of FA Rule C.1(g)(iv) and (v) and, in the circumstances of a permanent transfer of registration, such that any existing interest of the Transferring Club in the registration, federative or economic rights or rights of any other nature whatsoever of the player is extinguished absolutely save for the Transferring Club's entitlement to receive a Sell-On Fee or Contingent Sum;
- 1.3 agrees to remunerate and/or make any other payments whatsoever to or for the benefit of a Player whose registration it holds or who it employs subject to the requirements of FA Rule C.1(b)(iv);
- 1.4 enters into a Representation Contract with an Intermediary in accordance with The Association's Regulations on Working with Intermediaries;
- 1.5 agrees to pay Incidental Expenses;



## THIRD PARTY INTEREST IN PLAYERS REGULATIONS

- 1.6 agrees or is required to pay or receive a Training Compensation Payment or a Solidarity Payment and/or any other levies or payments payable to or by a Recognised Club pursuant to the statutes or regulations of FIFA or any other football governing body or Competition from time to time, or otherwise properly due to or from such governing body or Competition;

### **Financing Agreements secured against Fees or other receivables**

- 1.7 In the case of a Transferring Club or Former Club, agrees to receive a Fee, Training Compensation Payment or a Solidarity Payment from:
- 1.7.1 a Financial Institution,
  - 1.7.2 a Competition in accordance with the provisions of the Rules of the Competition in force at the time; or
  - 1.7.3 The Association in accordance with the provisions of its Rules in force at the time in default of payment of the same by the Recognised Club from which it is due.
- 1.8 in the case of a Transferring Club, agrees to assign its entitlement to a Fee to a Financial Institution, a Group Undertaking or a Permitted Individual;
- 1.9 in the case of a Registering Club agrees to pay a Financial Institution to which the Transferring Club has assigned its entitlement to a Fee;
- 1.10 in the case of a Registering Club, agrees to pay a party to which an Overseas Transferring Club has assigned its entitlement to a Fee, save where that party holds or has held an interest in the registration, federative or economic rights or rights of any other nature whatsoever of the player to which the Fee relates;
- 1.11 in the case of a Transferring Club, enters into borrowing arrangements with a Financial Institution secured on future instalments of a Fee due from a Registering Club in respect of a player whose registration the Transferring Club has already transferred;
- 1.12 in the case of a Transferring Club or Former Club, agrees or is required to assign its entitlement to a Fee, Training Compensation Payment or a Solidarity Payment to HMRC or another UK statutory agency;

### **Other arrangements**

- 1.13 agrees with a player to acquire a right (whether optional, contingent or otherwise) to employ that player at a future date;
  - 1.14 agrees with a Recognised Club to acquire a right (whether optional, contingent or otherwise) to acquire a player at a future date;
  - 1.15 is required to pay Value Added Tax (or any equivalent tax) pursuant to any Agreement or payment permitted by this Regulation B or approved pursuant to Regulation D.
2. In respect of those Agreements permitted under Regulation B.1.7 through B.1.14, a Club must lodge the completed Agreement together with all supporting documentation with The Association within 5 working days of its completion or at the time of submission of the corresponding payment to The Association's Clearing House when appropriate, whichever is the earlier. This requirement is additional to any other disclosure requirement pursuant to the Rules and Regulations of The Association, FIFA and any relevant Competition.
3. In respect of any Agreement permitted under Regulation B.1.13 through B.1.14, the identity of any Intermediary or any other person who will be conducting Intermediary Activity for the Club and/or player in the registration of that player for that Club must be disclosed to The Association. This includes any individual who may not be registered to conduct Intermediary Activity with The Association at the time that the Agreement is disclosed but who intends to so register by the time of the registration of the player. This requirement is additional to any other disclosure requirement pursuant to the Rules and Regulations of The Association, FIFA and any relevant Competition

## THIRD PARTY INTEREST IN PLAYERS REGULATIONS

### C. PERMITTED PLAYER AGREEMENT

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1. Subject always to the Rules and Regulations of The Association, FIFA and any relevant Competition, and unless formally approved in advance by The Association pursuant to Regulation D, a Player may only enter into or be party to an Agreement otherwise prohibited pursuant to Regulation A.3 above where that Player:
  - 1.1 enters into a written contract of employment in accordance with Rule C.1; or
  - 1.2 enters into a Representation Contract with an Intermediary in accordance with The Association's Regulations on Working with Intermediaries; or
  - 1.3 enters into an Image Rights Agreement; or
  - 1.4 enters into a Commercial Agreement; or
  - 1.5 agrees to pay Incidental Expenses.

### D. CLUB OR PLAYER AGREEMENTS REQUIRING PRIOR WRITTEN APPROVAL

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1. Save where permitted pursuant to Regulations B or C, a Club or Player may enter into an Agreement otherwise prohibited pursuant to Regulation A.2 or A.3 respectively only where it has obtained in advance the formal written approval of The Association to do so
2. A Club or Player must disclose any proposed Agreement to The Association for its consideration and approval prior to its completion.
3. The Association shall have the power to require of any Participant the provision of any information, documentation or other material of any nature which The Association considers appropriate for its consideration of any matter under these Regulations.
4. In considering whether approval should be granted, The Association shall have regard to, and shall apply principles consistent with, the purpose and intention of its Rules and Regulations together with the Rules and Regulations of FIFA and of any relevant Competition.

### TYPICAL AGREEMENTS REQUIRING PRIOR WRITTEN APPROVAL

#### *Buying out an existing interest in a player*

5. An Agreement wherein a Registering Club proposes to acquire the interest of an Overseas Club or any Third Party which has any interest in the registration, federative or economic rights or rights of any other nature whatsoever of a player may be approved only where:
  - 5.1 the Club is seeking to register the player; and
  - 5.2 all sums payable by the Club to a Third Party as a consequence of the Agreement will be paid prior to the expiry of the initial term of the contract of employment between the Club and the player; and
  - 5.3 all sums payable by the Club are paid via The Association using the relevant designated account as prescribed by The Association from time to time; and
  - 5.4 the Club does not grant any right, commit to any payment or confer any benefit whatsoever, whether contingent or otherwise, to any party in relation to the future sale of the player, save only where it agrees to pay a Sell-On Fee or Contingent Sum to the Transferring Club; and
  - 5.5 as a consequence of the Agreement, any existing interest in the registration, federative or economic rights or rights of any other nature whatsoever of the player will be extinguished absolutely; and
  - 5.6 the Club undertakes to commit each and every term of the Agreement to writing and to lodge this Agreement in its final form together with all associated documentation with The Association within 5 working days of its completion.

## THIRD PARTY INTEREST IN PLAYERS REGULATIONS

### Other financing Agreements

6. An Agreement wherein a Club proposes to enter into borrowing or another form of financing or investment that is secured against, or has a return directly linked to the value or future value of any Player employed by a Club may be approved subject to such conditions as may be required by The Association from time to time.
7. An Agreement wherein a Transferring Club proposes to assign its entitlement to a Fee to any party other than a Financial Institution, Group Undertaking or Permitted Individual may be approved subject to such conditions as may be required by The Association from time to time.
8. An Agreement wherein a Registering Club proposes to pay a party to which an Overseas Transferring Club has assigned its entitlement to a Fee, in circumstances where that party holds or has held an interest in the registration, federative or economic rights or rights of any other nature whatsoever of the player to which the Fee relates, may be approved subject to such conditions as may be required by The Association from time to time.

### Other Agreements

9. Any other proposed Agreement that does not fall within the typical Agreements requiring prior written approval set out at Regulations D.5 through D.8 above, will be considered for approval at The Association's discretion.

## E. DEFINITIONS

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**'Agreement'**, which shall be interpreted broadly and purposively for the purposes of these Regulations, means any agreement, arrangement, obligation, undertaking or understanding whether oral or written, formal or informal, contractual or otherwise, binding in law or otherwise, and of any nature whatsoever; and which includes for these purposes any attempt to enter into any such Agreement.

**'Commercial Agreement'** means a sponsorship or marketing agreement wherein a player receives remuneration or payment in consideration for his/her marketing or advertising of or association with a product or undertaking in circumstances which do not grant to any party the ability materially to influence that player's performance in Matches and/or Competitions.

**'Contingent Sum'** means any payment or fee or other valuable consideration agreed and/ or payable as part of the transfer of the registration of a player that is contingent on the happening of a future event (e.g. player appearances)

**'Fee'** means any one or more of a Transfer Fee, Contingent Sum, Loan Fee or Sell-on Fee or any part thereof.

**'Financial Institution'** means any entity which is incorporated in, or formed under the law of any part of the United Kingdom, and which has permission under Part 4 of the Financial Services and Markets Act 2000 to carry on the regulated activity of accepting deposits (within the meaning of section 22 of that Act, taken with Schedule 2 and any order under Section 22) but such definition shall not include:

- a. a building society (within the meaning of section 119 of the Building Societies Act 1986); or
- b. a credit union (within the meaning of section 31 of the Credit Unions Act 1979).

**'Former Club'** means a Recognised Club that has previously held the registration of a player.

**'Group Undertaking'** has the meaning set out in section 1161(5) of the Companies Act 2006.

**'Image Rights Agreement'** means any Agreement whereby a player transfers to any person ('the transferee') the right to exploit his image or reputation either in relation to football or non-footballing activities in circumstances which do not grant to the transferee or any other party the ability materially to influence that player's performance in Matches and/or Competitions.

## THIRD PARTY INTEREST IN PLAYERS REGULATIONS

**'Incidental Expenses'** means any legitimate expenses incurred by a Club or player in connection with registering a player, including the costs of pre-registration medical examinations, travel and relocation expenses, visa and work permit fees, fees for legal services (other than Intermediary Activity as defined in The Association's Regulations on Working with Intermediaries) and the payment of insurance premiums on policies for the Club's benefit and like expenses, subject to all other applicable Rules and Regulations of The Association, FIFA and any relevant Competition.

**'Loan Fee'** means any payment or fee or other valuable consideration agreed and/ or payable as compensation in exchange for the transfer of registration of a player on a temporary basis.

**'National Association'** means a member association of FIFA.

**'Overseas Club'** means any Recognised Club that plays the game of football in any country other than England in a competition sanctioned and recognised by the relevant National Association (with the exception of Clubs outside England that play in competitions sanctioned by The Association).

**'Overseas Transferring Club'** means an Overseas Club that will transfer or has transferred as a consequence of the Agreement the registration of a player to a Registering Club.

**'Overseas Player'** means any player who plays the game of football in any country other than England and is recognised as such by their National Association.

**'Permitted Individual'** means an Official or Officer of the relevant Transferring Club who is, at the time of the proposed assignment, subject to and fully compliant with the requirements of the applicable Owners' and Directors' Test.

**'Recognised Club'** means any football club that plays the game of football in any country in a competition sanctioned and recognised by the relevant National Association.

For the avoidance of doubt, a Club (as defined under the Rules of The Association) is deemed to be a Recognised Club for the purposes of these Regulations.

**'Registering Club'** means a Recognised Club that will acquire or has acquired, as a consequence of the Agreement the registration of a player from a Transferring Club.

**'Sell-on Fee'** means any payment or fee or other valuable consideration agreed and/or payable as part of the transfer of the registration of a player that entitles a Transferring Club to a financial interest in a future Transfer Fee related to the player.

**'Solidarity Payment'** means any payment made pursuant to the requirements of the FIFA Regulations on the Status and Transfer of Players in relation to the Solidarity Mechanism as defined within those regulations or any successor or replacement thereof.

**'Third Party'** means any natural or legal person, undertaking or entity that is not a Club or an Overseas Club.

**'Training Compensation Payment'** means any payment made pursuant to the requirements of the FIFA Regulations on the Status and Transfer of Players in relation to Training Compensation as defined within those regulations or any successor or replacement thereof.

**'Transfer Fee'** means any payment or fee or other valuable consideration agreed and/or payable as compensation in exchange for the transfer of registration of a player on a permanent basis.

**'Transferring Club'** means a Recognised Club that will transfer or has transferred as a consequence of the Agreement the registration of a player to a Registering Club.

# OWNERS' AND DIRECTORS' TEST 2019/20

## THESE REGULATIONS ARE MADE PURSUANT TO RULE J1(F) OF THE ASSOCIATION.

Regulations for the Owners' and Directors' Test For Clubs Competing in The National League, The Southern Football League Limited, The Isthmian Football League Limited, The Northern Premier League Limited, The FA Women's Super League and The FA Women's Championship ("The Leagues")

("The Regulations")

### 1. INTRODUCTION

1.1 In these Regulations the following words shall have the following meanings:

**"The Association"** means The Football Association Limited, of Wembley Stadium, London, HA9 0WS.

**"Applicant Officer"** means any person applying to become an Officer of a Club.

**"Authorised Signatory"** means any existing Officer of the Club.

**"Bankruptcy Order"** means an order adjudging an individual bankrupt.

**"Bankruptcy Restriction Order"** and **"Interim Bankruptcy Restriction Order"** mean the orders of the same name made under the provisions of Schedule 1A of the Insolvency Act 1986.

**"Club"** means any association football club that is from time to time, a member of any of The National League, The Southern Football League Limited, The Isthmian Football League Limited, The Northern Premier League Limited, The FA Women's Super League and The FA Women's Championship.

**"Competition"** means any competition (whether a league or knock-out competition or otherwise) sanctioned by The Association.

**"Confirmation"** means the confirmation sent by The Association to a Club stating whether or not the Applicant Officer is permitted to act as an Officer of the Club

**"Declaration"** means the Declaration form as prescribed by The Association and shown at Schedule 1 to these Regulations, such forms to be signed by both the Applicant Officer and an Authorised Signatory (who may not be the same person).

**"Director"** shall have the meaning given to it in FA Rules.

**"Dishonest Act"** means any act which would reasonably be considered to be dishonest.

**"Disqualifying Condition"** means those criteria listed at (i) to (xiii) in the Declaration.

**"Effective Date"** means 1 August 2013.

**"Football Club"** means any association football club.

**"Individual Voluntary Arrangement"** means an arrangement made under the provisions of Part VIII of the Insolvency Act 1986 ("the 1986 Act").

**"Insolvency Event"** refers to any one of the following;

- (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; or
- (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); or

## OWNERS' AND DIRECTORS' TEST 2019/20

- (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 Association, are material to the Club's ability to fulfil its obligations as a member of the League; or
- (d) shareholders passing a resolution pursuant to section 84(1) of the 1986 Act to voluntarily wind up; or
- (e) a meeting of creditors is convened pursuant to section 95 or section 98 of the 1986 Act; or
- (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; or
- (g) ceasing or forming an intention to cease wholly or substantially to carry on business save for the purpose of reconstruction or amalgamation or otherwise in accordance with a scheme of proposals which have previously been submitted to and approved in writing by The Association; 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;

**"Instruction"** means the written notification from The Association to a Club and Officer stating that an individual is not permitted to hold the position of Officer.

**"League"** means any league sanctioned by The Association.

**"Notice"** means the notification from The Association issued to a League giving notice that the Club's membership of the League is to be suspended in accordance with League Rules.

**"Officer"** means any Director of any Club, and/or in respect of any Club, any individual person operating the powers that are usually associated with those of:

- (a) a director of a company incorporated under the Companies Act 2006 (as a company limited by shares or guarantee);
- (b) an officer of a registered society under the Cooperative and Community Benefit Societies Act 2014 ("a registered society"); or
- (c) a Chairman, Secretary or Treasurer of a Club that is an unincorporated association.

Without prejudice to the generality of the foregoing, the following individuals shall be deemed to qualify as an Officer:

- (a) a person registered as a company secretary of the Club with the Registrar of Companies;
- (b) a person registered with the Financial Conduct Authority as an officer of the Club in the case of a registered society;
- (c) a person for whom a Form AP.01 (to be filed with the Registrar of Companies) has been completed in relation to the Club;
- (d) a person that has been named by the Club on the latest Form A submitted to The Association as being an Officer of the Club and any subsequent amendments thereto that are required to be advised to The Association under FA Rule A 3(j)(ii);
- (e) a person who has been elected to become a director of the Club at a meeting of the board of directors or members of the Club;
- (f) a person who has been elected to become Chairman, Secretary or Treasurer of a Club that is an unincorporated association at a meeting of the Management Committee or members of the Club;

There shall be excluded from the definition of Officer any legal or professional advisers acting in their legal or professional capacity without any interest (in excess of a 5% shareholding) in the Club other than as its advisers.

**“Parent Undertaking”** means as set out in Section 1162 of Companies Act 2006.

**“Registered Offender”** means any Person who is required to notify personal information to the police in accordance with Part 2 of the Sexual Offences Act 2003 or any statutory modification or re-enactment thereof.

**“Serving Officer”** means any person qualifying as an Officer of a Club before the Effective Date and continuing to qualify as such at that date.

**“Sports Governing Body”** means any ruling body of a sport that is registered with UK Sport/Sport England, or any corresponding national or international association.

- 1.2 In these Regulations, the phrase “qualifying as/qualifies as an Officer” shall mean when an individual satisfies one or more of the criteria set out within the definition of Officer as described above.

## 2. GENERAL

- 2.1 No Serving Officer who becomes subject to a Disqualifying Condition on or after the Effective Date may continue to act as an Officer of a Club.
- 2.2 No Serving Officer who is subject to a Disqualifying Condition as at the Effective Date for which he would be disqualified, save for the fact that he is a Serving Officer, may become an Officer of another Club until such time as he is no longer subject to the Disqualifying Condition.
- 2.3 No person who is subject to a Disqualifying Condition (and who is not a Serving Officer) may become an Officer of a Club.
- 2.4 No person who qualifies as or becomes an Officer on or after the Effective Date who becomes subject to a Disqualifying Condition on or after the Effective Date may continue to act as an Officer of a Club.
- 2.5 The Association shall have the power to publish in the public press, on a web site or in any other manner considered appropriate:
- 2.5.1 the outcome of its consideration of any Declaration or Confirmation (including, for the avoidance of doubt, the fact that a person has failed to satisfy the requirements of these Regulations);
- 2.5.2 the fact and/or detail of any Instruction or Notice issued; or
- 2.5.3 any other matter relating to the application of these Regulations to a Club, an Applicant Officer or an Officer, whether or not this reflects on the character or conduct of the Club, Applicant Officer or Officer.

Each Applicant Officer, Officer and Club shall be deemed to have consented to such publication as The Association considers appropriate.

## 3. REPORTING REQUIREMENTS

- 3.1 Submission of Declaration
- 3.1.1 No later than 14 days prior to the date on which it is anticipated that a person shall become or qualify as an Officer of a Club, that Club must submit to The Association a duly completed Declaration in respect of the Applicant Officer signed by the Applicant Officer and by an Authorised Signatory.
- 3.1.2 The Association shall use its best endeavours to send the Confirmation to the Club within 14 days of receipt of a completed Declaration. The Confirmation shall be given to the Club in writing, by post or email and copied to the League of which the Club is a member.

## OWNERS' AND DIRECTORS' TEST 2019/20

- 3.1.3 The Applicant Officer shall not be permitted to act as an Officer of that Club until such time as The Association gives written confirmation to the Club.
  - 3.2 Notification of an Officer becoming subject to a Disqualifying Condition
    - 3.2.1 Upon an Officer becoming subject to any Disqualifying Condition(s) contained in a submitted Declaration, or that results in a change to any other information contained in the Declaration:
      - 3.2.1.1 the Officer in respect of whom the Declaration was submitted shall within three working days give full written particulars thereof to his Club; and
      - 3.2.1.2 the Club shall thereupon within three working days give such particulars to The Association.
    - 3.2.2 Upon The Association becoming aware by virtue of the circumstances given in paragraph 3.2.1 above, or by any other means, that a person is subject to a Disqualifying Condition, The Association will:
      - 3.2.2.1 issue the Instruction to the person that he is disqualified, and requiring him to remove himself as an Officer within 7 days of the date of the Instruction or such period as The Association stipulates in the Instruction and provide evidence of the removal to The Association to be received within three working days of the removal;
      - 3.2.2.2 issue the Instruction to the Club that, in default of the Officer's removal, it shall procure the removal of the Officer from that position within such period as The Association stipulates in the Instruction and provide evidence of the removal to The Association to be received within three working days of the removal.
  - 3.3 Notification of Person ceasing to be an Officer
    - 3.3.1 A Club shall inform The Association of the removal of any Officer who is not subject to a Disqualifying Condition within 7 days.
- 4. DISCIPLINARY PROVISIONS**
- 4.1 The Association shall have the power to prescribe fixed fines in respect of any default, as per Schedule 2 to these Regulations. There shall be no appeal against any such penalties.
  - 4.2 Any Club that:
    - 4.2.1 fails to comply with its obligations under these Regulations; or
    - 4.2.2 knowingly allows a Declaration to be submitted that is false in any particular, shall be guilty of Misconduct. The Association's powers to bring disciplinary proceedings under the Disciplinary Regulations shall apply, save that The Association may at its discretion, and in place of or in addition to issuing formal disciplinary charges, issue the Club with a Fixed Penalty in accordance with Schedule 2.
  - 4.3 Any Officer who:
    - 4.3.1 fails to comply with his obligations under these Regulations; or
    - 4.3.2 submits a Declaration that is false in any particular,shall be guilty of Misconduct. The Association's powers to bring disciplinary proceedings under the Disciplinary Regulations shall apply.



### 5. SUSPENSION OF LEAGUE MEMBERSHIP

- 5.1 Where any person acts as an Officer of a Club in breach of any of paragraphs 2.1-2.4 and/ or 3.1.3, and that Club fails to remove that Officer having been instructed to do so by The Association (as per paragraph 3.2.2); then The Association may issue a Notice suspending the Club's membership to the League of which the Club is a member and forward a copy to the Club.
- 5.2 The suspension of the Club's membership of the League may only be lifted upon written notification from The Association.

### 6. APPEALS

- 6.1 There will be a right of appeal for:
  - 6.1.1 an Applicant Officer where a Confirmation is issued to a Club under paragraph 3.1.2;
  - 6.1.2 an Officer made subject to an Instruction under paragraph 3.2.2; or
  - 6.1.3 a Club made subject to a Notice under paragraph 5.1.
- 6.2 Save in respect to the time for lodging and hearing an appeal, the appeal shall be conducted in accordance with the Appeal Regulations. Any appeal to The Association must be lodged in writing within 7 days of the date of the Confirmation, Instruction or Notice. Any appeal hearing will be held within 14 days of the appeal being lodged with The Association.
- 6.3 The effect of the Confirmation, Instruction or Notice may be suspended pending the outcome of an appeal upon application to the Chairman of the Appeal Board.
- 6.4 An appeal will be allowed only on the basis that:
  - 6.4.1 none of the Disqualifying Conditions apply; or
  - 6.4.2 any applicable Disqualifying Condition has or will within 14 days of the date of the appeal being lodged with The Association cease to exist; or
  - 6.4.3 the Disqualifying Condition is a conviction that is subject to an appeal which has not yet been determined and in all the circumstances it would be unreasonable for the individual to be disqualified as an Officer pending the determination of that appeal; or
  - 6.4.4 The Disqualifying Condition is in respect of a conviction of a court of foreign jurisdiction; or suspension or ban by Sports Governing Body; or disqualification or striking off by a professional body and there are compelling reasons why that particular conviction, suspension or ban, disqualification or striking off should not lead to disqualification.

### 7. IMPLEMENTATION

- 7.1 These Regulations come into effect on 23 May 2019.

# OWNERS' AND DIRECTORS' TEST 2019/20

## SCHEDULE ONE

AS AMENDED FROM 23 MAY 2019

### THE DECLARATION

ALL SECTIONS TO BE COMPLETED BY ANY PERSON SEEKING TO BECOME AN OFFICER ON OR AFTER 23 MAY 2019 OF A CLUB THAT IS A MEMBER OF THE NATIONAL LEAGUE, THE ISTHMIAN LEAGUE, THE NORTHERN PREMIER LEAGUE, THE SOUTHERN FOOTBALL LEAGUE, THE FA WOMEN'S SUPER LEAGUE OR THE FA WOMEN'S CHAMPIONSHIP

Any individual completing this Form should read the Owners' and Directors' Test Regulations supplied to their Club Secretary or shown on TheFA.com before doing so. All questions below must be completed by the Applicant Officer. The Form must be signed by the Applicant Officer and on behalf of the Club.

Applicant Officer's Full Name	
Previous or Other Names	
Date of Birth	
Full Home Address	
Email Address	
Full Name of Club ("the Club") <i>(if a company the full company name is to be provided)</i>	
Company Number <i>(if applicable)</i>	
Position to be held <i>(eg Chairman, Director etc)</i>	
Proposed Start Date	
Proposed Shareholding <i>(enter % to be held or "N/A")</i>	
I have held a position as an Officer of a Football Club since 1 February 2005: <i>(enter "Yes" or "No")</i>	

(If "Yes" insert details below):

FROM	TO	POSITION	NAME OF CLUB

I confirm that I am aware of the duties and responsibilities of an Officer as set out in UK Law and of a Football Club as set out in the Rules, Regulations and Articles of The Association and the League of which the above named Club is a member. I have considered taking professional advice on this matter where appropriate.

## OWNERS' AND DIRECTORS' TEST 2019/20

I hereby declare that:

- (i) I am not either directly or indirectly involved in or have the power to determine or influence the management or administration of another Football Club against which the Club may play fixtures in any Competition sanctioned by The Association and acknowledge that The Association may exercise its absolute discretion in the application of this Disqualifying Condition to protect the integrity of the game based on any involvement that I may have in more than one club given the position of those clubs in the game;
- (ii) I am not prohibited by law from being an Officer (including but not limited to being subject to a disqualification order as a director of a UK registered company under the Company Directors' Disqualification Act 1986 (as amended or any equivalent provisions in any jurisdiction that has a substantially similar effect) or being subject to an undertaking given to the Secretary of State under that Act (as amended or any equivalent provisions in any jurisdiction that has a substantially similar effect) unless a court of competent jurisdiction makes an order under that Act permitting an appointment as an Officer);
- (iii) I have not been convicted of any of the following offences, or where I have, this conviction is now considered spent under the Rehabilitation of Offenders Act 1974;
  - (a) an offence involving a Dishonest Act;
  - (b) corruption;
  - (c) perverting the course of justice;
  - (d) committing a serious breach of any requirement under the Companies Act 1985 or 2006 or any statutory modification or re-enactment thereof;
  - (e) dishonestly receiving a programme broadcast from within the UK with intent to avoid payment under Section 297 of the Copyright, Designs and Patents Act 1988;
  - (f) admitting spectators to watch a football match at unlicensed premises under Section 9 of the Football Spectators Act 1989;
  - (g) ticket touting under Section 166 of the Criminal Justice and Public Order Act 1994;
  - (h) any conspiracy to commit any of the offences set out in paragraphs (a) to (g) above;
  - (i) having an unspent conviction by a court of competent jurisdiction anywhere in the world (including any attempt and/or any conspiracy to commit the same) that results in a sentence of at least 12 months imprisonment but for the avoidance of doubt, not a suspended jail sentence unless that sentence is subsequently activated for a period of at least 12 months for whatever reason;
  - (j) any conviction for a like offence to any of offences by a competent court having jurisdiction outside of England and Wales.
- (iv) I am not a Registered Offender and am not required to notify personal information pursuant to Part 2 of the Sexual Offences Act 2003;
- (v) I am not subject to a banning order in accordance with Schedule 1 of the Football Spectators Act 2000 (or any equivalent provision in any jurisdiction that has a substantially similar effect);
- (vi) I have not breached or admitted breaching (irrespective of any sanction actually imposed on me or whether any disciplinary proceedings were brought) at any time:
  - (a) Rule E5 of The Association in relation to bribes, gifts or rewards or other matters in relation to matches;
  - (b) Rule E8 of The Association in relation to betting;
  - (c) Rule E9 of The Association in relation to attempts and agreements to breach Rules E5(a) or E8 of The Association;
  - (d) Any other rule in force from time to time in relation to the prohibition on betting on football matches played in England and Wales;

## OWNERS' AND DIRECTORS' TEST 2019/20

- (e) Any rule of any other ruling body of football in relation to the prohibition of betting on football (whether in England or Wales or elsewhere);
- (vii) I am not currently banned or suspended by a Sports Governing Body from involvement in the administration of, or participation in, that sport;
- (viii) I have not in relation to the assessment of compliance with these Regulations (and/or any similar or equivalent rules of the Premier League or the English Football League) at any time:
  - (a) Failed to provide all relevant information (including, without limitation, information relating to any other individual who would qualify as an Officer but has not been disclosed, including where they are acting as a proxy, agent or nominee for another individual or entity) or
  - (b) Provided false, misleading or inaccurate information.
- (ix) I am not subject to a Bankruptcy Order, Interim Bankruptcy Restriction Order, Bankruptcy Restriction Order or an Individual Voluntary Arrangement or any other formal compromise arrangement with my creditors recognised under law or any equivalent provisions in any jurisdiction that has a substantially similar effect, and in each case as may be amended from time to time;
- (x) I am not subject to any form of disqualification or striking-off by a professional body, including, by way of example and without limitation, The Law Society, Bar Council or The Institute of Chartered Accountants in England and Wales or any equivalent body in any jurisdiction outside of England and Wales;
- (xi) I have not been an Officer of a Football Club that has been expelled from either the Premier League, EFL, National League, Isthmian League, Northern Premier League, Southern Football League, The FA Women's Super League or The FA Women's Championship whilst I have been an Officer of that Football Club or in the 30 days immediately following me having resigned as an Officer of that Football Club;
- (xii) Since 1 February 2005 I have not been an Officer of:
  - (a) two or more Football Clubs or Parent Undertaking of a Football Club that have entered into an Insolvency Event and in respect of which a sporting sanction was applied either:
    - whilst I have been an Officer of those companies; or
    - in the 30 days immediately following me having resigned as an Officer of those companies; or
  - (b) one Football Club or Parent Undertaking of a Football Club that has entered into two separate Insolvency Events and in respect of which a sporting sanction was applied either:
    - whilst I have been an Officer of that Football Club or Parent Undertaking of a Football Club; or
    - in the 30 days immediately following me having resigned as an Officer of that Football Club or Parent Undertaking of a Football Club.
- (xiii) I am not an Intermediary and/or registered as an intermediary or agent pursuant to the rules or regulations of any member association of FIFA.

(For the avoidance of doubt, where any Football Club or Parent Undertaking has been subject to more than one Insolvency Event during the process of compromising its creditors (for example administration followed by exit via a company voluntary arrangement ('CVA')), this will only count as one Insolvency Event).

I confirm that I am not currently the subject of any current legal proceedings for any of the offences detailed at items (ii) or (iii)(a) to (j) above. Where such proceedings exist full details are included with this Declaration. I confirm that I shall advise The Association in writing immediately of the outcome of any such proceedings when determined.

I understand that the words or terms 'Applicant Officer', 'Authorised Signatory', 'Club', 'League', 'Competition', 'Declaration', 'Confirmation', 'Instruction', 'Notice', 'Officer', 'Football Club', 'Dishonest Act', 'Registered Offender', 'Sports Governing Body', 'Bankruptcy Order', 'Interim Bankruptcy Restriction Order', 'Bankruptcy Restriction Order', 'Individual Voluntary Arrangement', 'Parent Undertaking' and 'Insolvency Event' above have the meanings set out in the Regulations of The Association.

## OWNERS' AND DIRECTORS' TEST 2019/20

I, the Applicant Officer, confirm that I have read the 'notes and definitions' that accompany this form and acknowledge that my data will be processed for the purposes of ensuring the integrity of the sport and in accordance with the Data Protection Act 2018. I am aware that more information about how my data will be used, and my rights, are set out in The Association's Owners' and Directors' Test Privacy Policy.

I certify that the above information is correct and I acknowledge and agree that The Association shall be entitled to undertake such checks as may be necessary to verify the information contained within this Declaration. I acknowledge that:

- (a) if I provide a false declaration then I am liable to such penalties as are set out in the Disciplinary Regulations;
- (b) having submitted this Declaration, in the event that I become unable to satisfy any of the conditions (i) to (xii) shown above, that:
  - (i) I must notify the Club within three working days; and
  - (ii) I will be unable to act as an Officer of a Club;
- (c) The Association shall have the power to publish in the public press, on a web site or in any other manner it considers appropriate:
  - (i) the outcome of its consideration of any Declaration or Confirmation (including, for the avoidance of doubt, the fact that I have failed to satisfy the requirements of these Regulations);
  - (ii) the fact and/or detail of any Instruction or Notice issued; or
  - (iii) any other matter relating to the application of these Regulations to me as an Applicant Officer or Officer, whether or not this reflects on my character or conduct.

In signing this Declaration the Applicant Officer confirms his or her agreement to be bound by The Association's Rules and Regulations and that he or she will be considered to be a Participant pursuant to The Association's Rules and Regulations.

### **Applicant Officer signature**

Signed:.....

Name (Print):.....

Date:.....

## OWNERS' AND DIRECTORS' TEST 2019/20

### Authorised Signatory signature

I hereby confirm that I am an Authorised Signatory of the Club and that to the best of the Club's knowledge and belief the above information is correct. I acknowledge that:

- (a) if the Club gives a false declaration then it is liable to such penalties as are set out in the Disciplinary Regulations;
- (b) The Association shall have the power to publish in the public press, on a web site or in any other manner it considers appropriate:
  - (i) the outcome of its consideration of any Declaration or Confirmation (including, for the avoidance of doubt, the fact that any Applicant Officer or Officer of the Club has failed to satisfy the requirements of these Regulations);
  - (ii) the fact and/or detail of any Instruction or Notice issued; or
  - (iii) any other matter relating to the application of these Regulations to the Club, an Applicant Officer or Officer of the Club, whether or not this reflects on the character or conduct of the Club, Applicant Officer or Officer.

Signed: .....

Name (Print): .....

Date: .....

For and on behalf of the Club

(Note – the Authorised Signatory signing on behalf of the Club must be an existing Officer of the Club unless directed by The Association)

### All Pages Of This Form Must Be Returned To:

ODT Declarations  
Licensing & Sanctioning Department,  
The Football Association,  
Wembley Stadium,  
PO Box 1966  
London  
SW1P 9EQ

**or by email to [odt@TheFA.com](mailto:odt@TheFA.com)**

A copy is to be provided to your League.

**SCHEDULE TWO****OADT – OVERDUE FORMS FINE TARIFF**

DAYS OVERDUE 0-7	0-7	8-21	22 AND OVER*
National League/ The FA Women's Super League/ The FA Women's Championship	£300	£400	£500
Southern Football League / Northern Premier League / Isthmian Football League – Premier Divisions	£150	£200	£250
Southern Football League / Northern Premier League / Isthmian Football League – Non- Premier Divisions	£75	£100	£125
* Clubs fined this amount for each period of four weeks that form remains unsubmitted.			

**OADT – FALSE INFORMATION FINE TARIFF**

LEAGUE	FIXED FINE FOR PROVISION OF FALSE INFORMATION
National League/ The FA Women's Super League/ The FA Women's Championship	£2,000
Southern Football League/ Northern Premier League/ Isthmian Football League – Premier Divisions	£1,000
Southern Football League/ Northern Premier League/ Isthmian Football League – Division One	£500

# SANCTION AND CONTROL OF COMPETITIONS REGULATIONS

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## REGULATIONS FOR THE SANCTION AND CONTROL OF COMPETITIONS AT STEP 1 OF THE NATIONAL LEAGUE SYSTEM AND BELOW

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### Preamble

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Competitions receive sanction from The Association or County FAs to demonstrate that each Competition comprises clubs that are affiliated to a County FA; that each set of rules complies with FA requirements and that the Competitions may benefit from the use of registered match officials, may play against other affiliated clubs and benefit from other services offered by The Association and County FAs. All Affiliated Associations sanctioning Competitions and all Competitions shall observe the Rules and Regulations of The Association. Any rule, regulation or practice of any such Association or Competition that is inconsistent with the Rules and Regulations of The Association shall be void and unenforceable. For further avoidance of doubt, the fact that a Competition has been sanctioned whether directly or indirectly by The Association shall not render enforceable any such rule, regulation or practice that would otherwise be void and unenforceable under the Rules of The Association.

In order to receive sanction from The Association or an Affiliated Association, a Competition must have its Rules approved by the sanctioning Association and provide a list of its member clubs and teams, all of which must be affiliated to an Affiliated Association for the appropriate season.

Applications to form new Competitions should be directed to the Affiliated Association which has the majority of clubs expected to participate. The application must state whether the Competition comprises new clubs/teams or whether it proposes to invite clubs/teams from existing Competitions. Applications to form a new Competition involving clubs/teams from existing Competitions must allow time for the sanctioning Association to consult with the existing Competitions and relevant Associations in order to assess the impact of the new Competition before deciding whether to approve or reject the application.

1. A Competition consisting of clubs, all of which are Members of one Affiliated Association only, shall make application for sanction to, and the Competition shall be sanctioned by, and be under the jurisdiction of that Association.
2. Competitions at Steps 1 to 6 of the National League System and competitions in the top five tiers of the Women's Pyramid shall make application for sanction to The Association. Other competitions consisting of clubs within the area of, or affiliated to, two or more Affiliated Associations shall make application for sanction to, and may be affiliated with, the association which has the majority of the Competition's clubs in membership. In the case of any dispute as to the correct sanctioning Association, this will be determined by The Association. In its absolute discretion, The Association may vary the provisions of this Regulation as it sees fit.
3. Licensing System
  - (a) The Association shall through the appropriate committee operate a Licensing System to apply to all Clubs competing at Steps 1 to 4 of the National League System ("NLS"). A Club is required to hold a Licence to be a member of a Competition at Steps 1 to 4 of the NLS. The Licensing System to be applied is as shown at an Appendix to the Standardised Rules.
  - (b) Each Competition at Steps 1 to 4 of the NLS shall be responsible for the operation, assessment and granting of the Licence in respect of its Clubs through the Standardised Rules as approved by a Committee of The Association. A Competition at Steps 1 to 4 shall take all reasonable and practical steps to co-operate with The Association in the application of the Licence.
  - (c) In the event that a Competition fails to apply the Licensing System set out in the Standardised Rules to the satisfaction of The Association, then The Association shall have the powers of the Board of that Competition as set out in the Standardised Rules to apply such Licensing System. In addition, The Association may, if necessary, bring an action against the Competition for Misconduct under the Rules of The Association.



## SANCTION AND CONTROL OF COMPETITIONS REGULATIONS

4. A Competition may be used for advertising and/or sponsorship purposes and the name of the donor of a Trophy or any other presentation may form part of the title of a Competition only with the prior consent of The Association or appropriate Affiliated Association. The title sponsor of a Competition may be changed from season to season.
5. If a Competition is discontinued for any reason a Trophy or any other presentation shall be returned to the donor if the conditions attached to it so provide or, if not, dealt with in accordance with the Competition rule governing the dissolution of the Competition as set out in The Association's Standard Codes of Rules and approved by the sanctioning Association.
6. The sanctioning Association(s) may not allot a club/team to a Competition. The sanctioning Association may permit the Competition to make provision in its Rules to restrict the number of Competitions, except FA and County Cup Competitions, in which its teams take part. An exception to the Regulation shall be in Competitions that form part of the National League System and the Women's Football Pyramid and Girls' Football, as determined from time to time by The Association. In accordance with FIFA Statutes, Clubs applying to play in a Competition under the jurisdiction of another National Association must have the permission of their County FA, The Association, other National Association, UEFA and FIFA.
7. In accordance with FA Rule C2, Players without a written contract are not restricted as to the clubs for which they may register and play provided they comply with the Rules and Regulations of any Competition in which their club(s) may be engaged.
8. Application for sanction of a Competition must be made in a timely fashion. Following approval of the Rules by the sanctioning Association, Competitions shall complete and submit FA Form "D" giving a full list of clubs participating in the Competition for the relevant season. All participating clubs must be correctly affiliated to an Affiliated Association before the Competition starts the season.

### All Competitions

- i. Applications for sanction must receive approval from the Competition's sanctioning Association for:
- ii. The rules of the Competition and related Competitions (e.g. League plus League Cups); and
- iii. All Member clubs being correctly affiliated to an Affiliated Association; and
- iv. The terms and conditions of any offer of sponsorship, which must include details of the offer made and the proposed distribution/use of sponsorship monies.
- v. The proposed Rules of the Competition must be submitted to the sanctioning Association at least 28 days prior to the date set for the Competition's AGM or SGM. The request for approval must clearly set out the proposed departures from the Standard Code of Rules, highlighting any alterations.
- vi. Late submissions may result in the Rules not being approved in time to be considered at the General Meeting.
- vii. For Competitions sanctioned for the previous season only changes to the Rules of the previous season need be submitted. Such changes to the Rules of the previous season must be set out clearly alongside the existing rule with an explanation for the proposed change and state whether the change has been proposed by clubs, the Board or Management Committee or is a mandatory change required by The Association or sanctioning Association.
- viii. Proposed rules that do not comply with the mandatory elements of the Standard Code of Rules published by The Association from time to time will need to be amended to satisfy the requirements of the sanctioning Association before being put before the Competition's General Meeting. Any proposed rule that runs contrary to FA policies shall also be amended or withdrawn before being considered by the Competition's AGM or SGM.

## SANCTION AND CONTROL OF COMPETITIONS REGULATIONS

- ix. A Competition is not allowed to alter its Constitution, Rules or clubs without the consent of The Association or the Affiliated Association(s) sanctioning the Competition.
- x. Rule changes may not be made after they have been approved by the sanctioning Association(s) giving consent to the Competition, unless such intended alteration has first been submitted to, and approved by, that Association, and subsequently by a General Meeting of the Competition.
- xi. Competitions shall submit a complete list of all member clubs prior to each season on FA Form "D" or in the manner prescribed by The Association from time to time.
- xii. Prior to the start of a Competition's season, the Competition shall ensure that all participating teams are correctly affiliated and shall make available to the sanctioning Association a list of all participating teams.
- xiii. Applications for sponsorship may be made at any time although sanctioning Associations will require up to 14 days to consider and approve applications
- xiv. Sponsorship terms and conditions can only apply and refer to the Competition and its member clubs. The terms of sponsorship must not impose any requirement on clubs which refers to their participation in other unrelated Competitions.
- xv. When required to do so by the sanctioning Association, Competitions shall provide a copy of the minutes of their AGM and a copy of the Annual Report, Balance Sheet and Statement of Accounts.
- xvi. Competitions shall not allow matches to be played until their member clubs are affiliated and Rules or Rule changes are approved by the sanctioning Association(s).
- xvii. Youth (up to and including U18) Competitions must have appointed a Youth League Welfare Officer (YLWO) before sanction may be granted.
- xviii. Separate rules must be submitted for Youth sections/Competitions.

### **Charity Competitions/Matches**

Charity Competitions should refer to FA Rule B3 for specific guidance on staging charity matches. Sanctioning Associations will need to know whether the match / Competition involves affiliated teams or scratch teams.

- 9. When an application for sanction is made by a Competition the Affiliated Association(s) concerned may require that the Competition Rules provide that representation of the association(s) be by the inclusion of non-voting member(s) of the Management Committee. This arrangement is for the guidance of the Competition to ensure compliance with Association Rules and instructions.
- 10. The sanctioning Association(s) may approve modifications of the Laws of the Game defined by the International FA Board in Competitions for players under the age of 16, women's football, veterans' football (over 35 years of age) and disability football.
- 11. If a difference of opinion arises between Affiliated Associations over the right of sanction and jurisdiction, any of the association(s) may appeal to The Association in accordance with FA Rule H and the Appeal Regulations.
- 12. In the event of a Competition being refused sanction or affiliation by an Affiliated Association the applicants have the right of appeal to The Association in accordance with FA Rule H and the Appeal Regulations.
- 13. A Competition shall consist of a maximum number of member clubs as approved by the sanctioning Association. The voting rights of member clubs shall be determined by the Rules of the Competition subject to the approval of the sanctioning Association(s).

## SANCTION AND CONTROL OF COMPETITIONS REGULATIONS

14. With the exception of any club competing in The FA Women's Super League, if a club is required to do so by its parent Affiliated Association, a club must enter a suitable Cup Competition of that Association. However, in the absence of any existing suitable County Cup Competition, women's clubs may enter a Competition jointly organised by a neighbouring Affiliated Association. Only the matches of such Competition(s) will take precedence over other Competitions in which the club competes, except the Premier League, the EFL and the EFL Cup Competition.

With the consent of its parent Affiliated Association, a club may enter suitable Cup Competition(s) of other Affiliated Association(s). Ties in The FA Youth Challenge Cup Competition will take precedence with the exception of ties in other FA Competitions and first team League fixtures.

Affiliated Association(s) Cup Competition games which involve the Reserve or Youth teams of a club do not take precedence over arranged first team League fixtures of The National League, Northern Premier, Isthmian and Southern Leagues.

15. (a) A club may not withdraw or resign without penalty unless it has complied with the obligations set out in the Rules of the Competition, in so far as such Rules are consistent with the following provisions of this Regulation and the other Rules and Regulations of The Association. Competitions may, through the sanctioning Association, use the regulations of the Football Debt Recovery process to collect football debts of clubs/teams that withdraw without satisfying their obligations to the Competition.
- (b) A Competition may require a club to give written notice of an intention or provisional intention to resign or withdraw at the end of a season. Where such notice has been submitted a club must either confirm or rescind the notice, in writing, by 31st March in that season.
- (c) A Competition may not, in its Rules and Regulations, adopt or give effect to any Rule, Regulation or practice whereby:-
- (i) a club intending or having a provisional intention to resign or withdraw at the end of a season is required to give notice of such intention before 31st December in that season;
  - (ii) any penalty or other obligation is imposed upon a club intending to resign or withdraw at the end of a season for not having given notice of such intention prior to 31st December.
  - (iii) any club is or can be required to give notice of an intention or provisional intention to resign or withdraw before being able to apply for membership of another Competition.
- (d) Subject to the provisions of this Regulation, a club shall be permitted to resign or withdraw from a Competition at the end of a season.
- (e) For the avoidance of doubt and without prejudice to the generality of Regulation 19, any rule, regulation or practice in breach of this Regulation shall be void and unenforceable.
- (f) Without at least seven days' written notice to a Competition, a Participant (FA Rule A2) may not make an approach to or have contact with a club still in membership of that Competition with regard to the club becoming a member of another Competition. The approaching Participant (A) may not approach the same Club a second time in the same playing season; (B) may approach only one Club within the same Competition at any time; and (C) may not approach another Club in the same Competition within 28 days of an earlier notice of approach or acknowledgment.
16. (a) A Competition must make provision in its Rules for a right of appeal to the sanctioning Association, as provided for in FA Rule B1(b). The Rules of Competitions sanctioned by The Association must make provision for the payment of a minimum fee of £50.
- (b) No appeal can be lodged against a decision taken at an Annual or Special General Meeting unless this is on the ground of unconstitutional conduct.

## SANCTION AND CONTROL OF COMPETITIONS REGULATIONS

17. In Charity Competitions:-
  - (a) conducted on a league principle, not less than 1/10th of the gross gate receipts of each match must go to Charity. If the receipts are insufficient to cover ground expenses of the match the percentage may not be taken. Expenses must not include those of the competing clubs;
  - (b) conducted as a knock-out cup, of the gross gate receipts at least 1/10th of the Preliminary Round(s) and at least 1/3rd of the Semi-Final and Final Ties must go to charity;
  - (c) a salary or honorarium must not be paid to any official;
  - (d) at the close of each Competition an audited Balance Sheet or Financial Statement must be forwarded to the sanctioning Association together with confirmation from the Charity(ies) of the amount donated.
18. Competitions shall fix the fees and expenses to be paid to Match Officials officiating in their matches within the limits laid down by the sanctioning Association. Officials shall neither ask for, nor receive a larger fee than that fixed by the Competition.
19. Referees must not be called upon to perform duties extraneous to the Laws of the Game which would bring them into direct contact unnecessarily with participating players, e.g. when match report cards were being signed by players.
20. Competitions must not impose bonds on their member clubs as a guarantee of the good behaviour of their players on or around the field of play.
21. The Rules of the Competition must comply with the Standard Code of Rules issued by The Association and as altered from time to time for the level at which the Competition competes.

## APPENDIX 1

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These Regulations have been compiled by the National League System Policy Body and approved by the Sanction and Registrations Committee and Football Regulatory Authority of The Football Association for the mandatory use of all Competitions at Steps 1 to 4 (inclusive) of the National League System and should be read in conjunction with the Standardised Rules (“the Rules”).

These Regulations were approved by FA Council on 18 May 2017 and are effective from that date.

### BACKGROUND

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The Rules for 2017/18 include as an appendix provision for the introduction of a licensing scheme to be applied to Clubs at Steps 1 to 4 of the National League System. These Regulations implement the requirements of the licensing processes and procedures.

### DEFINITIONS

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Definitions of terms are as stated in the Rules.

“**Competition**” – in these Regulations shall refer to a competition at Steps 1-4 of the National League System

“**the Licence**” – an annual licence required to be held by a Club to be a member of a Competition that may be either an Unconditional Licence or a Conditional Licence .

“**the First Licence**” – the Licence to be granted to each Club to enable it to compete in a Competition from Playing Season 2016/17

“**the Licence Criteria**” – as stated in Annex 1, each of which is a Criterion

“**Conditional Licence**” – a Licence with conditions attached to be met by a Club within a period determined by the Competition in which the Club holding the Licence is allocated by the Leagues Committee. Such period is not to exceed 1 March in the Membership Year to which the Licence relates. Save in exceptional circumstances, a Conditional Licence cannot be granted to a Club for successive Membership Years in respect of the same Criterion.

“**Unconditional Licence**” – a Licence without any conditions attached

#### 1. GENERAL PROVISIONS AND APPLICATION OF THE LICENCE

- 1.1 The Association is to operate a licensing system for Clubs at Steps 1 to 4 of the National League System from Playing Season 2016-2017. The Association has delegated to each Competition the operation, determination and monitoring of the Licence as set out in these Regulations (“the delegated powers”). The Association retains a right to apply the operation, determination and monitoring of the Licence as set out in Section 2 below. The Competition may in accordance with the Rules delegate its responsibilities under these Regulations to a Sub Committee or similar body.
- 1.2 A Club must hold a Licence to be a member of a Competition.
- 1.3 A Licence is granted for a Membership Year. In each Membership Year the Competition must monitor the compliance of each Club in relation to the Licence Criteria unless the Licence has been withdrawn by the Competition or has been or is to be surrendered by a Club.
- 1.4 If at any time during a Membership Year the Competition becomes aware that a Club no longer fulfils any of the Licensing Criteria then the Competition shall review that Club's Licence in relation to the non-fulfilment such that a Licence may be withdrawn, suspended or have conditions imposed or varied or have financial penalties imposed upon it.
- 1.5 A Club must give written notification to the Competition of which it is a member of any breach of any Licence Criterion within 5 working days of the breach occurring.

## SANCTION AND CONTROL OF COMPETITIONS REGULATIONS

- 1.6 If a Club's Licence is suspended then that Club cannot participate in the Competition from that date until the expiry of seven days from the day the default is remedied, unless otherwise agreed by the Competition. If the Competition refuse or withdraw a Licence then that Club cannot participate in the Competition.
- 1.7 A Club that does not hold a Licence to be a member of a Competition may apply to the Leagues Committee to be placed elsewhere within the National League System in accordance with National League System Regulations but shall not be automatically entitled to such a place.

### 2. ROLE OF THE ASSOCIATION

- 2.1 At any time The Association can make representations in writing to the Competition with regard to the Licence of a Club and the Competition shall respond in writing within 5 working days of receipt of the representation.
- 2.2 The Association has the right to apply at any time the delegated powers where in the reasonable opinion of The Association the Competition has failed to do so or has failed to do so adequately and the procedure set out in Regulation 2.3 has been followed. This right includes determining any sanctions for non-compliance by a Club with the Licence Criteria. In the event that The Association exercises the delegated powers then they shall be applied by The Association's Chief Regulatory Officer or any officer acting on a delegated authority.
- 2.3 The procedure to be adopted in the event that The Association wish to apply delegated powers as provided for in Regulation 2.2 is that The Association's Chief Regulatory Officer or any officer acting on a delegated authority shall give written notice to the Competition setting out the matter in respect of which it wishes to apply delegated powers, the decision it wishes to apply and the full reasons for this. The Competition shall reply in writing within five working days of receipt of The Association's written notice, or 3 May following the submission of the application if earlier, setting out its responses to the proposal including the Competition's agreement or otherwise to The Association's notice. If agreed then the decision required by The Association shall be applied by the Competition and shall be treated as a decision of the Competition. If not agreed then The Association may, after considering the responses of the Competition, confirm its decision to exercise delegated powers to the Club and the Competition in writing. In the event that The Association has applied the delegated powers then the decision of the Competition shall be set aside and the decision of The Association shall apply subject to an appeal by the Club and or the Competition as set out in Section 7.

### 3. LICENSING PROCESS AND TIMETABLE

- 3.1 Each Club is required to apply for a Licence using the application form. The application form is to be received by the Competition by 14 March in respect of the Membership Year immediately following. A Club shall be assessed by the Competition in accordance with the Licensing Criteria in order to be granted a Licence.
- 3.2 The Competition will conclude the assessment process by 21 April of the Membership Year and notify The Association in writing of its licensing decisions by that date in a form reasonably determined by The Association.
- 3.3 The Competition must advise each of its member Clubs of its licensing decision in writing on or before the 5 May following the submission of an application, other than for a Club to which The Association has exercised the delegated powers in accordance with paragraph 2.3.
- 3.4 The Competition shall advise The Association in writing of any subsequent decision in relation to any Licence during a Membership Year. Such notification to be transmitted to The Association within five working days of the date of the decision of the Competition.
- 3.5 The Competition may request the attendance of a Club at a meeting to consider the assessment of that Club in relation to the Licence or request any further information it deems appropriate. Such attendance, once requested, shall be mandatory and shall be made by an Officer of the relevant Club.

## SANCTION AND CONTROL OF COMPETITIONS REGULATIONS

### 4. LICENCE CRITERIA

- 4.1 The Licence Criteria are as set out in Annex 1. Each of the Licence Criterion is to be met for a Club to be granted an Unconditional Licence. A Conditional Licence may be issued as stated in the Licence Criteria.

### 5. TRANSFER OF A LICENCE

- 5.1 If a Club wishes to transfer its Licence from one entity to another then it may only do so with the written consent of the Competition and The Association. The requirements to be met for the transfer of a Licence are set out in Rule 2.9.

### 6. MOVEMENT OF CLUBS

- 6.1 In the event that a Club moves from one Competition to another then the Licence will be retained by the Club and must be applied by the Competition of which that Club becomes a member. The Competition which receives a Club by such transfer may review that Club's Licence at any time and take such action as may have been available on the original application.
- 6.2 (Step 1 only) A Club relegated from the English Football League shall be subject to assessment for a Licence by the Competition on becoming a member of the National League in a timescale determined by the Competition and such relegated Club shall fully co-operate with such assessment in a timely manner. Such a Club must not be refused a Licence in its first Membership Year although any conditions for the grant of the Licence must be satisfied by no later than 1 March following the application.
- 6.3 Any Club that applies for promotion from Step 5 to Step 4 of the National League System must be required to meet the Licence Criteria in accordance with the timetable set out in the Licence Criteria. The assessment of such a Club must be determined by the National League System Policy Body. In order to be promoted to Step 4 a Club must meet the Licence Criteria in addition to the requirements set out in the Regulations for the Operation of the National League System.

### 7. APPEALS

- 7.1 All decisions of the Competition in relation to a Licence shall be subject to appeal only by the Club which submitted an application form for that Licence. The appeal shall be determined in accordance with Regulations For Football Association Appeals save that any such appeal must be lodged in writing within 5 working days of the date of notification of the decision to be appealed against and any appeal hearing must be held within 14 days of the appeal being lodged with The Association.
- 7.2 All decisions of The Association where it applies the delegated powers in accordance with Section 2 shall be subject to appeal only by the Competition and the Club which submitted an application form for a Licence. The appeal shall be determined in accordance with Regulations For Football Association Appeals save that it must be lodged in writing within 5 working days of the date of notification of the final decision of The Association to apply delegated powers and any appeal hearing must be held within 14 days of the appeal being lodged with The Association.
- 7.3 All decisions of the National League System Policy Body in accordance with paragraph 6.3 shall be subject to appeal only by that Club which is seeking promotion to Step 4 and had applied for a Licence. The appeal shall be determined in accordance with Regulations For Football Association Appeals save that it must be lodged in writing within 5 working days of the date of notification of the decision to be appealed against and any appeal hearing must be held within 14 days of the appeal being lodged with The Association.

### 8. RULES AND FA RULES

- 8.1 The application of the Licence Criteria and processes shall not restrict the application of the Rules and FA Rules in any way. Any information provided under the licensing processes may be used by the Competition and or The Association in the application of the Rules and FA Rules respectively.

# SANCTION AND CONTROL OF COMPETITIONS REGULATIONS

## 9. MISCONDUCT

- 9.1 Any Club and or Club Official that knowingly provides information to the Competition in relation to the Club's Licence that is found to be false in any particular then that Club and or Club Official may be charged with Misconduct under the Rules or FA Rules.

## LICENCE CRITERIA ANNEX 1

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### 1. LEGAL

- 1.1 Confirmation of the legal entity that is the Club
- 1.1.1. By 14 March in a Membership Year a Club must confirm to the Competition its company name and number (if incorporated) and a list of all individuals with a Significant Interest in the Club or the name of the nominee in whose name the membership of the Company is vested (if an unincorporated association) as at the 1 March immediately preceding.
- 1.1.2. The Criteria will be met where the details provided by a Club complies and accords with information already provided to the Competition.
- 1.1.3. If a Club fails to provide the information or if the information provided does not comply and accord to that held by the Competition then the Club must explain any differences within a timescale set by the Competition. If the explanation provided by the Club does not satisfy the Competition then the Competition may refuse the Licence, issue a Conditional Licence and or penalise the Club at its discretion.
- 1.2 The Rules or Articles of Association of a Club are required to meet the provisions of Rules I 2 (a) to (d) of The Association.
- 1.2.1 The criteria shall be met where the Club's articles or Rules meet the requirements of FA Rules I 2 (a) to (d). The Association shall by 14 March in a Membership Year provide the Competition with a written confirmation as to any Club of which it is aware whose articles or Rules do not satisfy the requirements of Rule I 2 (a) to (d) of The Association.
- 1.2.2 In cases where non-compliance is identified then a Conditional Licence may be granted such that the Club must amend its articles or Rules within 60 days of being instructed to do so by the Competition. The Club must provide evidence of the changes to the Competition and to The Association for consideration. If the changes are not made and evidenced to the satisfaction of The Association within the 60 day period then the Club's Licence may be suspended by the Competition with immediate effect until such time as the provisions of FA Rule I 2 (a) to (d) have been met.

### 2. OWNERSHIP AND CONTROL

- 2.1 Confirmation of ownership and control
- 2.1.1 By 14 March in a Membership Year a Club must provide written confirmation of its ownership and control as at the 1 March immediately preceding together with supporting documentation to evidence the same.
- 2.1.2 If a Club fails to provide the confirmation by the due date then the Licence may be refused or issued subject to conditions.



## SANCTION AND CONTROL OF COMPETITIONS REGULATIONS

- 2.2 Publication of ownership
  - 2.2.1 By 14 March in a Membership Year a Club must provide the Competition with evidence of compliance with Rule 2.13 at the 1 March immediately preceding. Evidence may include copies of pages from the Club's website and or copies of the Club's matchday programme.
  - 2.2.2 If a Club fails to provide the confirmation and or the evidence required or has not met the requirements of Rule 2.13 at 1 March immediately preceding then the Club may be issued with a Conditional Licence such that it is directed by the Competition to satisfy Rule 2.13 within 30 days. The failure to comply with this direction so may result in a penalty that may include the suspension of the Licence.
- 2.3 Change of control – National League only
  - 2.3.1 Where a change of control of a Club has occurred in a Membership Year then it must have been approved by the Competition in accordance with Rule 2.14. Compliance with Rule 2.14 shall be deemed to meet the criteria.
  - 2.3.2 If through any means the Competition becomes aware that a change of control has occurred at a Club in the Membership Year that it has not approved in accordance with Rule 2.14 then in addition to the powers of the Competition set out at Rule 2.14 the Competition may refuse a Licence, attach conditions to a Licence and / or apply a penalty at the discretion of the Competition.

### 3. INTEGRITY

- 3.1 Owners' and Directors' Test
  - 3.1.1 By 14 March in a Membership Year a Club must confirm to the Competition that the Club has met the reporting requirements of The Association's Owners' and Directors' Test Regulations as at 1 March immediately preceding in a Membership Year.
  - 3.1.2 If at 1 March the Competition has received a Notice issued by The Association in accordance with the Owners' and Directors' Test Regulations and the Club's membership of the Competition has been suspended at that date then the Licence may be refused.
- 3.2 Interests in more than one club
  - 3.2.1 By 14 March in a Membership Year a Club must provide a written confirmation in a form determined by the Competition that it satisfies the requirements of Rule 5 as at the 1 March immediately preceding.
  - 3.2.2 In the event that the written confirmation is not provided by the due date then the Club must be subject to a penalty determined by the Competition that may include a fine, Embargo, suspension, refusal of the Licence or the granting of a Conditional Licence.
  - 3.2.3 If at any time during a Membership Year the Competition become aware of a matter to be considered under Rule 5 via the written confirmation provided by the Club or by any other means such that in the opinion of the Competition the breach brings or is likely to bring into question the integrity of the Competition then that Club's Licence may be refused, suspended, withdrawn or a Conditional Licence may be issued.
- 3.3 Management of a Club
  - 3.3.1 If the Competition has determined that as at 1 March in a Membership Year a Club is in breach of Rule 2.11 and or 2.18 such that the Club is to be expelled or excluded from the Competition in accordance with the Rules then the Licence may be refused or a Conditional Licence may be issued.

# SANCTION AND CONTROL OF COMPETITIONS REGULATIONS

## 4. FINANCE

### 4.1 Annual financial statements

- 4.1.1 By 14 March in a Membership Year a Club must provide to the Competition a copy of its full financial statements for the period of its most recent complete financial year.
- 4.1.2 The accounts are to be prepared in accordance with applicable legal and regulatory requirements, the rules of the Club, Rule 11 (c) or (d) of The Association as appropriate and are to be evidenced as having been approved on behalf of the Club by its Board of Directors or Committee and approved by its members/ shareholders at a duly convened general meeting.
- 4.1.3 The Association shall by 14 March in a Membership Year provide the Competition with a written confirmation as to any Club of which it is aware whose financial statements for the period of its most recent complete financial year do not satisfy the requirements of Rule 11 (c) or (d) of The Association.
- 4.1.4 Where the annual financial statements are not provided to the Competition by the due date or do not satisfy the requirements at paragraph 4.1.2 above then the Licence may be refused or a Conditional Licence issued. The Club may also be subject to a penalty determined by the Competition.

### 4.2 Filing of annual financial statements – Club companies only

- 4.2.1 In the case of a Club that is a corporate body (or similar), then that Club must by 14 March in a Membership Year confirm to the Competition that the annual accounts for its latest complete financial year are not overdue for filing at 1 March immediately preceding with regulatory bodies such as the Registrar of Companies at Companies House (or similar).
- 4.2.2 Where the Competition becomes aware by any means that the annual accounts were overdue for filing at 1 March then the Club must be subject to a penalty determined by the Competition that may include licence refusal or the issuing of a Conditional Licence.

### 4.3 Football Creditors

- 4.3.1 By 14 March in a Membership Year a Club must provide a written confirmation in a form requested by the Competition that it is not in default of amounts owed by the Club at the 1 March immediately preceding in respect of Football Creditors. The confirmation must also include any on-going proceedings against the Club in relation to Football Creditors. The Club must provide details of any such proceedings whether through football procedures recognised by the Competition or legal procedures, such as a winding up petition.
- 4.3.2 This Criterion shall be met where the Competition has assessed a Club and found it to comply with the provisions of Rule 11. The date of assessment shall be 1 March in a Membership Year. Where a Club has defaulted on payments to Football Creditors then in addition to the powers set out at Rule 11 then the Competition may refuse the Licence, issue a Conditional Licence or suspend the Licence pending the supply of any further information requested by the Competition and for a period as the Competition shall determine.

### 4.4 PAYE and VAT

- 4.4.1 A Club must be assessed under the Financial Reporting Initiative in respect of PAYE and VAT. The assessment of a Club and the application of the requirements of the Financial Reporting Initiative to a Club shall be deemed to be compliance with the criteria.

## SANCTION AND CONTROL OF COMPETITIONS REGULATIONS

### 4.5 Evidence of Funding – Step 1 only

A Club must be compliant with the requirements of Appendix E Budget Monitoring Scheme and Permitted Loans in relation to the Membership Year.

### 4.6 Insolvency Event

4.6.1 By 14 March in a Membership Year a Club must confirm to the Competition in writing whether or not it is subject to an Insolvency Event as at the 1 March immediately preceding. If a Club is so subject to an Insolvency Event then the Club may be subject to assessment by the Competition in accordance with the requirements of Rule 13.B. In addition to the requirements at Rule 13.B the Competition may refuse the licence, withdraw a Licence or issue a Conditional Licence.

4.6.2 Irrespective of the content of paragraph 4.6.1, a Club subject to Insolvency Events (d), (e), (f) or (g) as defined in the Rules is not entitled to hold a Licence and must not be permitted to participate in the Competition from the date of the Insolvency Event. A Licence shall automatically lapse should a Club become subject to Insolvency Events (d), (e), (f) or (g) as defined in the Rules.

## 5. GROUNDS AND SECURITY OF TENURE

5.1 At 31 March in a Membership Year a Club must have satisfied the provisions of Rules 2.1, 2.2, 2.3, 2.5 and 2.6.

5.2 Compliance with Rules 2.1, 2.2, 2.3, 2.5 and 2.6 shall be deemed to meet the Criteria.

5.3 A Club that fails to meet the requirements of Rules 2.1, 2.2, 2.3, 2.5 and 2.6 at 31 March may be refused a Licence.

## 6. REPORTING OF CHANGES

6.1 A Club is required to advise the Competition in writing of any changes to the application of any of the Licence Criteria to its Licence at any time which might directly or indirectly affect the application of the Licence Criteria. The written notification is to be received by the Competition within three working days of the change occurring.

6.2 If the Competition becomes aware of a change at a Club by any means then the Competition must consider any such change in relation to the application of the Licence Criteria to the Club.

6.3 If a Club fails to advise the Competition of such a change then it may be subject to a penalty determined by the Competition, including and not limited to suspension or withdrawal of the Club's Licence, Embargo or financial penalty or a points deduction.

# NATIONAL LEAGUE SYSTEM REGULATIONS

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## 1. DEFINITIONS

In the interpretation of these Regulations: any words and expressions, unless otherwise defined herein, shall be words and expressions as defined as follows:-

**“The Association”** means The Football Association Limited.

**“Club”** means a football club for the time being in a League in membership of the NLS.

**“Committee”** in these Regulations means the relevant Committee appointed by the Association.

**“Competition”** in these Regulations means a League in the NLS.

**“Conditional Licence”** means a Licence with conditions attached to be met by a Club within a period determined by the Competition in which the Club holding the Licence is allocated by the Committee. Such period is not to exceed 1 March in the Membership Year to which the Licence relates. Save in exceptional circumstances a Conditional Licence cannot be granted to a Club for successive Membership Years in respect of the same Criterion.

**“Criteria”** means the Criteria for participation in Play Off Matches as set out in regulation 9 of these Regulations.

**“League”** means any competition sanctioned by The Association and/or an Affiliated Association in membership of the NLS.

**“Licence”** means an annual licence required to be held by a Club to be a member of a Competition that may be either an Unconditional Licence or Conditional Licence.

**“NLS”** means the National League System of competitions controlled by The Association where promotion and relegation links exist between participating Leagues.

**“Playing Season”** means the period between the date on which the first competitive fixture in the League is played each year until the date on which the last competitive fixture in the League is played. For Clubs participating in Play Off Matches this does include the period when Play Off Matches are played.

**“Play Off Match(es)”** means matches played between Clubs in a Play Off Position on a format to be determined by each League provided that the format is the same across each Step.

**“Play Off Position”** means the position of a Club at the end of each Playing Season which is provided for in Standardised Rule 12 as qualifying the Club to take part in a Play Off Match to qualify for promotion to the next Step for the next Playing Season.

**“Regular Season”** means the period between the date on which the first competitive fixture in the League is played each year and the date on which the last competitive fixture in the League is played, excluding Play Off Matches.

**“Regulations”** means these regulations.

**“Rules”** means The Association’s Standardised Rules or The Association’s Standard Code of Rules under which a League is administered.

**“Step”** means the level at which a Club participates in the NLS.

**“Unconditional Licence”** means a Licence without any conditions attached.

# NATIONAL LEAGUE SYSTEM REGULATIONS

## 2. THE NLS SHALL BE OPERATED IN ACCORDANCE WITH THE REGULATIONS.

A Club shall be required to hold a Licence to be a member of a Competition at Steps 1 to 4 of the NLS.

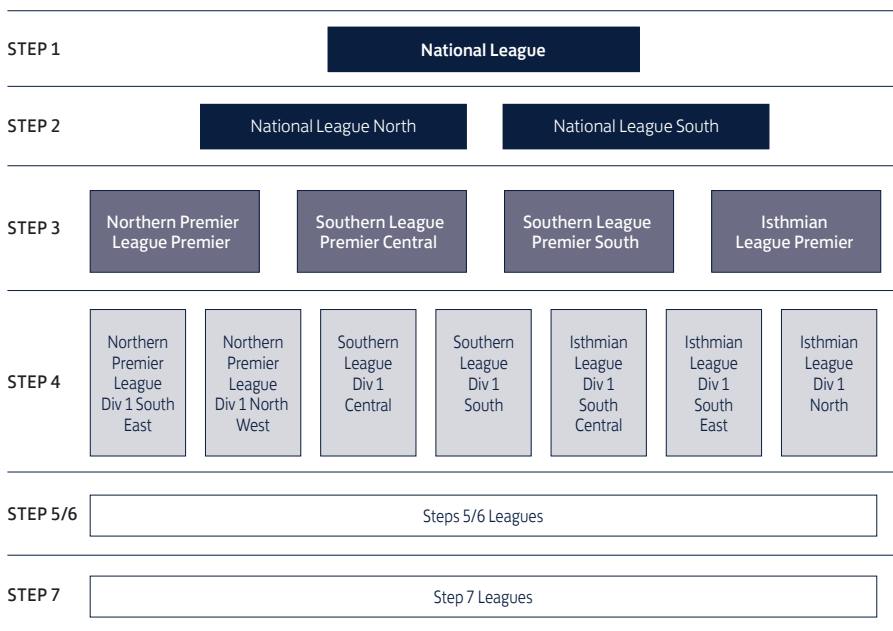
The aims and objectives of the NLS are to provide:

- 2.1 Clubs with a level of competitive football appropriate to their playing ability, stadium/ ground facilities and geographical location.
- 2.2 A framework for discussion on matters of policy and common interest to Leagues and Clubs.
- 2.3 The seasonal movement of Clubs.
- 2.4 A co-ordinated approach between Leagues regarding the final date of the Playing Season.

All Leagues are bound by the Regulations. A Club is bound by the Regulations from the date it has qualified for placement into the NLS until such time as it leaves the NLS for whatever reason.

## 3. NLS LEAGUE STRUCTURE

3.1 The current structure of the NLS is set out below:



The Leagues currently at Steps 5, 6 and 7 are set out at the end of the Regulations.

For the 2019/20 season, each Step shall have the following maximum number of Clubs: Step 1 – 24, Step 2 – 44, Step 3 – 88, Step 4 – 140, Step 5 – 280, Step 6 – 400. Clubs will be placed in the most geographically appropriate division. At Step 7 the maximum number of Clubs in each division shall be determined by the Committee taking into account all relevant factors.

From the 2020/21 season onwards, each Step shall have the following maximum number of Clubs: Step 1 – 24, Step 2 – 48, Step 3 – 88, Step 4 – 160, Step 5 – 320, Step 6 – 340.

## NATIONAL LEAGUE SYSTEM REGULATIONS

- 3.2 Any league wishing to become part of the NLS must apply to the Committee by 31st December in the relevant year in such form and/or providing such information as shall be required by the Committee from time to time. The decision as to whether or not a league should be admitted to the NLS shall be made by the Committee which will then decide on the Step at which the League will compete.
- 3.3 Any League wishing to propose an adjustment to its position within the NLS must apply in writing to the Committee by 31st December in any year for such proposal to be determined by the Committee in order, if approved, to have effect in the following Playing Season.

### 4. RULES AND REGULATIONS FOR PROMOTION AND RELEGATION

The Committee shall provide for the seasonal promotion, relegation or lateral movement of Clubs.

### 5. DETAILED PROMOTION AND RELEGATION ISSUES

- 5.1 The criteria for entry to the NLS and the criteria for ground/stadium facilities and the Criteria for participation in Play Off Matches shall be determined by the Committee. All criteria so determined shall be published by The Association from time to time.
- 5.2 Subject to 5.5, at the conclusion of each Playing Season, the following procedures will apply to promotion/ relegation subject to the application of the Rules:

#### Step 1 and Step 2

These regulations do not deal with promotion from Step 1.

The Clubs finishing in the bottom four places at Step 1 at the end of the Playing Season will be relegated to a feeder pool and placed in the most geographically appropriate division at Step 2 for the following Playing Season. They will be replaced by the Clubs finishing in 1st position in each of the divisions at Step 2 together with a further two Clubs determined by a series of Play Off Matches. Where a Club finishes in 1st position but does not meet the criteria for participation at the next Step, the Club finishing in 2nd position shall be promoted. The Clubs finishing in 2nd, 3rd, 4th, 5th, 6th and 7th positions shall be eligible to take part in the Play Off Matches. The Play Off Matches shall be played so that in each Step 2 division there is a qualifying round, semi-finals and a promotion final with all ties being played over a single leg at the ground of the higher placed Club. The winner of the promotion final in each Step 2 division will be promoted. If a Club is not eligible to enter Step 1 then it shall not take part in any Play Off Matches. In that event, such Club shall not be replaced and the Play Off Matches structure and draw shall be adjusted as necessary by the Competition on the basis of the remaining Clubs' final league positions.

#### Step 2 and Step 3

The Clubs in the bottom two places in each of the two divisions at Step 2 at the end of the Regular Season will be relegated to a feeder pool and placed in the most geographically appropriate division at Step 3 for the following Playing Season. They will be replaced by the Clubs finishing in 1st position in each of the four divisions at Step 3 together with a further four Clubs determined by a series of Play Off Matches. Where a Club finishes in 1st position but does not meet the criteria for participation at the next Step, the Club finishing in 2nd position shall be promoted and the Club finishing in 3rd position (and so on) shall be the Club in the next eligible position to take part in the Play Off Matches. Where a Club finishes in a Play Off Position but does not meet the Criteria for participation in Play Off Matches the Club finishing in the next eligible position shall take part in the Play Off Matches. In each division at Step 3, the Play Off Matches shall be played so that the highest placed of the eligible Clubs plays against the lowest placed and the other two Clubs play each other. The ties will be played on a single match basis with the home Club being the Club with the best points per match ratio in the Regular Season. If there are only three eligible Clubs then the highest placed shall receive a bye to a second match where it will play the winner of the other Play Off Match and the winner of that match will play in the further Play Off Match described above. Clubs finishing below position 7 will not be considered for Play Off Matches.

The promoted Clubs will be placed in a feeder pool and placed in the most geographically appropriate division at Step 2.

## NATIONAL LEAGUE SYSTEM REGULATIONS

### Step 3 and Step 4

The Clubs finishing in the bottom two places in each of the four divisions at Step 3 at the end of the Regular Season, along with the two third from bottom Clubs with the lowest points per game at the end of the Regular Season will be relegated to a feeder pool and placed in the most geographically appropriate division at Step 4 for the following Playing Season. They will be replaced by the Clubs finishing in 1st position in each of the seven divisions at Step 4 together with a further seven Clubs determined by a series of Play Off Matches. Where a Club finishes in 1st position but does not meet the Criteria for participation at the next Step, the Club finishing in 2nd position shall be promoted and the Club finishing in 3rd position (and so on) shall be the Club in the next eligible position to take part in the Play Off Matches. Where a Club finishes in a Play Off position but does not meet the Criteria for participation in Play Off Matches, the Club finishing in the next eligible position shall take part in the Play Off Matches. In each division at Step 4 the Play Off Matches shall be played so that the highest placed of the eligible Clubs plays against the lowest placed and the other two Clubs play each other. The ties will be played on a single match basis with the home Club being the Club with the best points per game ratio in the Regular Season. If there are only three eligible Clubs then the highest placed shall receive a bye to the second match where it will play the winner of the other Play Off match and the winner of that match will be promoted. Clubs finishing below position 7 will not be considered for Play Off Matches.

The promoted Clubs will be placed in a feeder pool and placed in the most geographically appropriate division at Step 3.

### Step 4 and Step 5

The Clubs finishing in last place in each of the seven divisions at Step 4 at the end of the Regular Season will take part in Step 4/5 Play Off matches against a Step 5 Club. A total of 24 Clubs will be automatically promoted to Step 4. These Clubs will be:

League	Position
Combined Counties League	Champion Club
Eastern Counties League	Champion Club
Essex Senior League	Champion Club
Hellenic League	Champion Club
Midland League	Champion Club
North West Counties League	Champion Club, 2nd and 3rd placed Clubs
Northern League	Champion Club, 2nd and 3rd placed Clubs
Northern Counties East	Champion Club, 2nd and 3rd placed Clubs
Southern Counties East	Champion Club
Spartan South Midlands	Champion Club
Southern Combination	Champion Club
United Counties League	Champion Club
Wessex League	Champion Club
Western League	Champion Club

## NATIONAL LEAGUE SYSTEM REGULATIONS

In addition to the above, the remaining second placed Clubs will be ranked on points per game (then goal difference, then goals scored if required) with the four highest placed Clubs also receiving automatic promotion.

The remaining seven second placed Clubs will take part in the Step 4/5 Play Off matches on a single match basis at the ground of the Step 4 Club they are drawn against. Where possible, the draw for the Play Off matches will be regionalised. The winners of these Step 4/5 Play Off matches will be allocated to Step 4.

The Clubs to be promoted from Step 5 will be allocated to the most geographically appropriate division at Step 4.

A Club promoted to Step 4 shall comply with the Licencing System provision as set out in Appendix 1 to the Standardised Rules.

### Step 5 and Step 6

The Clubs in the bottom place in each of the fourteen divisions at Step 5 at the end of the Regular Season will be ranked on a points per match basis (then goal difference, then goals scored if required) - the twelve lowest will be relegated and placed in the most geographically appropriate division of Step 6. These Clubs will be replaced by the Clubs in first and second position of the two divisions operated by the South West Peninsula League and the Clubs placed in first, second, third and fourth positions in the remaining eighteen Leagues at Step 6 at the end of the Regular Season.

### Step 6 and 7

At the end of the Regular Playing Season the Clubs in the bottom two positions of each of the twenty Step 6 divisions will be liable to relegation.

All Step 7 Clubs seeking promotion to Step 6 must make application using the prescribed form direct to The Association, copied to their existing League, by 31st December in the relevant year. In order to be considered for promotion Clubs must finish in 1st position in their Step 7 league. If the Club finishing in 1st position does not wish to be promoted or fails to meet the entry criteria then the club finishing in 2nd position will be eligible for promotion. If the club in 2nd position does not seek promotion or fails to meet the entry criteria then clubs down to 5th position may be considered for promotion provided that they meet the appropriate entry criteria. Clubs finishing below 5th position may not be considered for promotion and, for this season only, more than one club may be considered from each League. Each application must be accompanied by the agreed application fee, as determined by the Committee, which is non-refundable.

No more than 40 Clubs will be promoted from Step 7. If more than 40 Clubs are eligible for promotion they will be chosen based on a points per match basis. Where the eligible Clubs count does not reach 40 in number, reprieves of Step 6 Clubs shall come into effect on a points per match basis.

- 5.3 For the 2019/20 season only, at Steps 2-3 the Club finishing in last place in the table at the end of the Regular Season will be relegated and not reprieved.
- 5.4 At Steps 1 to 6, if a Club becomes eligible to take part in a Play Off Match and refuses to take part in that match or if a Club qualifies for promotion and refuses to be promoted then that Club shall be relegated from the division from which it has so qualified and shall play the following Playing Season in the division at the next Step below which is deemed the most appropriate by the Committee. If the refusal/ineligibility applies to a Club currently operating at Step 6, the Club will be removed from the NLS and placed in the appropriate Regional NLS Feeder League.
- 5.5 Where a vacancy occurs within the NLS the following procedures will apply:



### End of the Playing Season

- 5.5.1 (a) Where a Club notifies its decision to resign from its League at the end of the Playing Season, then a vacancy is created on the date the notification of that decision is formally recorded by that League. Such resignation can only be withdrawn by the end of that Playing Season with the consent of the Board of that League.
- (b) In all cases, that Club is treated as a relegated Club. The final table of that division is not affected.
- (c) In cases where the vacancy is created after the end of the Playing Season but before the League's AGM, the vacancy will be filled in accordance with Regulation 5.5.2 below.
- 5.5.2 (a) Where a vacancy occurs at Step 1 and Step 2 following the completion of a Playing Season the best ranked Club in a relegation position is reprieved.
- (b) Where a vacancy arises at Step 3 to 6 following the completion of a Playing Season it shall be dealt with at the sole discretion of the Committee.
- (c) Where a vacancy occurs at Step 3 and 4 after the allocations for the following season have been published and prior to the holding of the League's AGM. The vacancy created shall be dealt with at the sole discretion of the Committee in order to minimise disruption.
- (d) Where a vacancy occurs after the date of a League AGM then a League is not able to replace the Club(s) concerned for the following Playing Season.

### Prior to the end of a Playing Season

- 5.5.3 (a) In cases where the vacancy is created prior to the end of the Playing Season, at Steps 1 and 2 the vacancy will be filled by the best ranked Club in a relegation position at the end of the Regular Season, eligible of being reprieved in that same division. In the event of there being more vacancies than Clubs eligible to be reprieved, such vacancy or vacancies will be filled by Clubs eligible to be reprieved in the Competition's other division(s) on a points per match ratio. At Steps 3 to 6, the vacancies shall be filled at the sole discretion of the Committee.
- (b) Where, prior to the end of the Playing Season, a Club notifies its decision to resign from its League with immediate effect or where a Club is removed from the League for any reason, then the playing record of that Club will be expunged and a vacancy is created on the date the resignation or removal is formally recorded by that League.
- (c) In all such cases that Club is treated as a relegated Club and the vacancy will be filled in accordance with 5.5.3(a) above.
- 5.6 Only internal changes to the constitution of a League are allowed following the holding of a League's Annual General Meeting.
- 5.7 Clubs are not allowed to enter into a ground share agreement in order to gain promotion or to retain membership at a particular Step where the Club has failed to attain or maintain the relevant Grade.
- 5.8 Ground grading requirements will be in accordance with the Rules.

## NATIONAL LEAGUE SYSTEM REGULATIONS

In order to be considered for promotion, the following requirements will apply.

Step 1 - Clubs must comply fully with the requirements of Grade A.

Step 2 - Clubs competing at Step 2 must comply fully with the requirements of Grade B. To be considered for promotion to Step 1 or to be included in the Play Off Matches, Clubs must meet the requirements of Grade B together with any additional requirements by 31st March in the year in which they seek promotion. Clubs must also attain Grade A by 31st March in the year following promotion.

Step 3 - Clubs competing at Step 3 must comply fully with the requirements of Grade C. To be considered for promotion to Step 2 or to be included in the Play Off Matches, Clubs must meet the requirements of Grade C and attain Grade B by 31st March in the year following promotion.

Step 4 - Clubs promoted to Step 4 must comply fully with the requirements of Grade E by 31st March in the year following promotion and comply fully with the requirements of Grade D by 31st March in the year following that. Clubs competing at Step 4 must comply fully with the requirements of Grade D. To be considered for promotion to Step 3 or to be included in the Play Off Matches, Clubs must meet the requirements of Grade D and attain Grade C by 31st March in the year following promotion.

Step 5 - Clubs competing at Step 5 must comply fully with the requirements of Grade F and attain Grade E by 31st March in the year following promotion.

Step 6 - Clubs competing at Step 6 must comply fully with the requirements of Grade G. To be considered for promotion to Step 5, Clubs must meet the requirements of Grade G and attain Grade F by 31st March in the year following promotion.

Step 7 - Clubs competing at Step 7 must comply fully with the minimum requirements in force. To be considered for promotion to Step 6, Clubs must meet the requirements of Grade H and attain Grade G by 31st March in the year following promotion. Clubs can be promoted from Step 7 to 6 without floodlights provided that all other requirements of Grade H are met by 31st March in the Playing Season in which the Club wishes to gain promotion and that the Club has the following in place:-

- Planning permission granted for floodlights
- That by 30th September following promotion the floodlights are installed and in working order.
- A development/business plan
- Quotations/estimates for the work to be carried out
- Funding applications submitted if required

Failure to install floodlights in working order by 30th September following promotion will result in a sanction being imposed at the discretion of the League of which the Club is a member. If by 31st March in the year following promotion the floodlights are still not installed then the Club will be a relegated Club and be dealt with accordingly.

- 5.9 If a Club is relegated for not achieving the required Grade for the Step at which it is playing it will not be eligible for promotion again until it has attained the required Grade for the Step to which it wishes to be promoted. The Club must have that Grade at 31st March in the year in which it seeks promotion.
- 5.10 Where a Club resigns from a League that Club will not be eligible for promotion for at least one Playing Season following the Season in which it resigned.
- 5.11 In the event of any question arising regarding the interpretation of these Regulations it will be decided by The Association in its sole discretion.

### 6. THE MOVEMENT OF CLUBS WITHIN THE NLS OTHER THAN BY PROMOTION OR RELEGATION

- 6.1 Movement of a Club from participation in one League to another is not permitted other than by promotion and relegation or otherwise as set out in League Rules save with the approval of the Committee.

It may be necessary from time to time to move Clubs laterally at the same Step. Each year the Committee will consider whether any lateral movements may be necessary at each Step and the final decision shall rest with a sub-committee of the Committee. A Club may appeal the decision of the Committee to an Appeal Board and such appeal shall be conducted in accordance with the Appeal Regulations.

In coming to its decision the Committee will have regard to any representations made by any party, the distance to be travelled by any Club to be moved compared to the distance travelled in the Playing Season prior to movement; the financial impact on the Club to be moved, the frequency with which the Club has been moved in the past; the number of Clubs both in the division to which the Club is to be moved and in the division from which the Club is moved, and any other matter that it considers to be relevant.

- 6.2 Any Club wishing to move from one League to another must make application in writing to the Committee on or before 31st March in each year to be effective for the following Playing Season. In the event of such application being successful the League from which the Club is moving shall not levy a financial penalty on that Club.

- 6.3 (i) If a Club (whether a Members' Club or a Company) is wound up, liquidated, or is removed from its League or withdraws from football competition ('the Former Club'), and a new Club ('the New Club') is established which wishes to be placed within the NLS, it will be allowed to make an application only to join a League/ division at Step 5 of the NLS unless the Former Club was in either Step 4 or Step 5 when the event which caused it to cease its membership occurred in which case it must re-join the NLS at a minimum of two Steps below the level at which it was at the time the event occurred, or withdrew from football competition, whichever is lower. Where the Former Club was a member of Premier League or EFL then the Committee shall at its absolute discretion determine in which League the New Club shall be placed for the following Playing Season and will set out at its complete discretion the requirements to be met by the New Club.

In order for consideration to be given to the placement in the NLS of the New Club in the following Playing Season, an initial application must be received by the Committee by 1st March or within twenty-one days of the Former Club being wound up, liquidated, resigning or being removed from its League or withdrawing from football competition, if such date is later than 1st March.

The full application accompanied by all necessary documents including evidence of security of tenure having been granted to the New Club and affiliation to a County Football Association must be received by 31st March or within twenty-one days of the Former Club being wound up, liquidated, resigning or being removed from its League or withdrawing from football competition, if such date is later than 1st March. The application shall be copied to the League of which membership is being requested. The application will be determined by the Committee.

In considering any application, the Committee will set out at its sole discretion the requirements to be met by the New Club.

In the event of more than one application being received within twenty-one days of the Former Club being wound up, liquidated, resigning or being removed from its League or withdrawing from football competition, the Committee will consider at its discretion which application will be considered in accordance with this Regulation.

## NATIONAL LEAGUE SYSTEM REGULATIONS

- (ii) If a Club is removed from its League and wishes to remain in the NLS it shall apply to the Committee within five working days of it receiving written notification of its removal from its League. The Committee will consider such application and will place the Club in what it considers at its sole discretion to be the most appropriate League/division for the following Playing Season.

- 6.4** If a Club (whether a Members' Club or a Company) ceases to be a member of its league and that Club (that is not a New Club as defined at 6.3 above) wishes to be placed within the NLS for the immediately following Playing Season, then unless otherwise determined by the Committee, it may be allowed to make an application to join a League/division below the most recent League/division of which the Club was a member.

In order for consideration to be given to the placement in the NLS by the Club in the immediately following Playing Season, an initial application must be received by the Committee in accordance with the procedures set out at 6.3 above. The application shall be copied to the League of which membership is being requested. The application will be determined by the Committee at its absolute discretion.

In considering any application, the Committee will set out at its sole discretion the requirements to be met by the Club in determining whether to approve the application..

- 6.5** If two or more Clubs ("the Merging Clubs") are proposing a transaction or series of transactions that result in the merging or consolidation ("the Proposed Merger") of those Clubs into one Club ("the Merged Club") then a formal application to do so must be received by the Committee and the league(s) of which the Merging Clubs are members by 31st December to be valid for the following Playing Season.

A Deed of Agreement, which shall be legally binding on all parties must be submitted to The Association by 31st March in the year immediately following receipt of the application. The Committee shall determine at its absolute discretion where the Merged Club is to be included in the NLS for the following Playing Season subject to the provisions of item 6.5.5 below.

A Deed of Agreement, which shall be legally binding on all parties must be submitted to The Association by 31st March in the year immediately following receipt of the application. The Committee shall determine at its absolute discretion where the Merged Club is to be included in the NLS for the following Playing Season subject to the provisions of item 6.5.5 below.

In arriving at its decision the Committee may apply the following minimum criteria:

- 6.5.1 The requirements of Standardised Rule 2.9 for the current Playing Season must be met by each of the Merging Clubs. If one or more of the Merging Clubs is subject to an insolvency event then Standardised Rule 2.9.2 shall be applied to such club(s), otherwise Standardised Rule 2.9.1 shall be applied;
- 6.5.2 The proposed playing name of the Merged Club must be acceptable to the Committee; and
- 6.5.3 The Merged Club must have security of tenure to a ground that meets the relevant ground grading requirements;
- 6.5.4 Any other criteria that the Committee may from time to time deem to be appropriate;
- 6.5.5 The Merged Club will ordinarily be placed at the lower of the Steps at which the Merging Clubs ended the Playing Season in which the application is made. For the purposes of this Regulation, if one of the Merging Clubs has finished that Playing Season in a relegation place, then they will be deemed to have ended the Playing Season at the Step to which they would have been relegated without the Proposed Merger proceeding.

Any decision regarding whether a proposed transaction or series of transactions falls to be considered under this Regulation shall be determined by the Committee at its absolute discretion.

### 7. PLACEMENT OF A CLUB INTO A LEAGUE

- 7.1 Usually a club can only enter the NLS at Step 7. However a League may seek approval from the Committee to receive a club or team not currently in membership of a League within the NLS provided that there is: (a) exceptional circumstances, (b) a vacancy within its constitution, (c) the club meets the entry criteria and (d) promotion and relegation issues have been satisfied. Such request must be received from the league by no later than 1st February. Any decision shall only be capable of Appeal to The Association by the affected League.
- 7.2 Reserve teams, including a team from a club or Club which is not considered by the Committee to be sufficiently separate from another club or Club, will not be permitted to compete above Step 6 in the NLS. There must be a minimum of two Steps between a first and reserve team. This does not apply at Steps 6 & 7. No two teams from the same Club can play at the same Step. Reserve teams currently at Step 5 can remain unless relegated, once relegated they will not be permitted to be promoted back to Step 5.
- 7.3 Teams from Higher Education or Further Education establishments are not permitted to compete above Step 5. This does not prevent any such establishment forming a Club which complies with all entry criteria and which is separate from the establishment itself.
- 7.4 Where a Club moves from one League to another, for whatever reason, the League from which it is being moved must provide the League to which the Club is being moved with a certificate confirming that the Club being moved does not owe any money or other property of any nature to the League from which it is being moved. The Club being moved cannot compete in its new League until such certification has been provided and the onus will be on the Club being moved to ensure that it has cleared all indebtedness to its previous League.

### 8. PROCEDURES FOR THE DETERMINATION OF ANY MATTER, DISPUTE OR DIFFERENCE BY THE COMMITTEE

- 8.1 The Committee may adopt such procedures for the determination of any matter, dispute or difference as it considers appropriate and expedient, having regard to the aims and objectives set out at Regulation 2. The Committee may require the attendance at a meeting or the written observations of any League or Club, as it considers appropriate to assist its determination.
- 8.2 (a) Any dispute or difference between a League and a Club relating to promotion and relegation issues, lateral movement and/or other eligibility criteria must be referred for determination to the Committee; such determination shall be final and binding subject only to Arbitration in accordance with Rule K.
- (b) Any decision of the Committee shall be subject to a right of appeal to an Appeal Board. The decision of that Appeal Board shall be final and binding on all parties.

All referrals of appeals shall be conducted in accordance with the Appeal Regulations save for appeals in relation to Ground Grading decisions where the procedures are outlined in 8.2(c) below.

#### (c) Procedures for Ground Grading Appeals

- (i) The ratification of the Ground Grading decision must be sent in writing within 14 days of the final decision date, currently 31st March.
- (ii) Appeals in relation to Ground Grading Appeals must be submitted to The Association's Judicial Services Department within seven days from the date of the written decision outlining the Grounds of Appeal, with a copy to The Association's Leagues & Clubs Department

## NATIONAL LEAGUE SYSTEM REGULATIONS

- (iii) The Ground Grading Technical Panel will appear before an Appeal Board with the Appellant to respond to the application and there is no requirement to make a formal response in writing.
- (iv) In all cases the Ground Grading Technical Panel will submit any documentation including the Ground Grading report that was considered by the Ground Grading Technical Panel in relation to the Ground Grading decision, (which the appellant would already have received).
- (v) Dates would be set annually in advance by the Judicial Services Department for the hearing of Ground Grading appeals and details of the dates would be notified to all Clubs in the correspondence from the Ground Grading Technical Panel notifying the decision of the Ground Grading assessment.

**8.3** The Committee may, at its discretion, delegate the resolution of any matter, dispute or difference arising under these Regulations to anybody it considers to be appropriate (including a sub-committee or commission which may include members of council not on the Committee or a body constituted by a County Football Association).

### **9. CRITERIA FOR THE PARTICIPATION IN PLAY-OFF MATCHES**

In order to qualify for Play Off Matches a Club must comply with:

- Security of Tenure – see Standardised Rule 2.3.2
- Solvency – see Standardised Rule 13.B.2
- Ground Share requirements, i.e. not ground share in order to gain promotion – see 5.7 of these Regulations
- Ground Grading – see 5.8 of these regulations and the relevant criteria document

### **10. ARBITRATION**

The fact of participation in the NLS and signifying agreement to be bound by the Regulations shall constitute an agreement between each League and Club to refer to Arbitration any challenge in law arising out of, or in relation to, the Regulations in accordance with the provisions of FA Rule K.

### **11. PRECEDENCE**

In the case of conflict between the Regulations for the Operation of the NLS and the Rules, the Regulations take precedence.

# NATIONAL LEAGUE SYSTEM REGULATIONS

## LEAGUES/DIVISIONS AT STEPS 5, 6 AND 7 OF THE NLS (SEASON 2019-20).

Step 5	Step 6	Step 7
Combined Counties League Premier Div	Combined Counties League Div 1	Anglian Combination Premier Div
Eastern Counties League Premier Div	East Midlands Counties League	Bedfordshire County League Premier Div
Essex Senior League	Eastern Counties League Div 1 North	Cambridgeshire County League Premier Div
Hellenic League Premier Div	Eastern Counties League Div 1 Eastern Senior League	Central Midlands League Div North
Midland League Premier Div	Hellenic League Div 1 East	Central Midlands League Div South
North West Counties League Premier Div	Hellenic League Div 1 West	Cheshire League Premier Div
Northern League Div 1	Midland League Div 1	Devon League Premier Div East
Northern Counties East League Premier Div	Northern Counties East Div 1	Devon League Premier Div West
Southern Counties East League Premier Div	North West Counties League Div 1 North	Dorset Premier League
Spartan South Midlands League Premier Div	North West Counties League Div 1 South	Essex & Suffolk Border League Premier Div
Southern Combination Football League Premier Div	Northern League Div 2	Essex Olympian League Premier Div
United Counties League Premier Div	South West Peninsula League Premier Div East	Gloucestershire County League Premier Div
Wessex League Premier Div	South West Peninsula League Premier Div West	Hampshire Premier League Senior Div
Western League Premier Div	Spartan South Midlands League Div 1	Herts Senior County League Premier Div
	Southern Combination Football League Div 1	Humber Premier League Premier Div
	Southern Counties East League Div 1	Kent County League Premier Div
	United Counties League Div 1	Leicestershire Senior League Premier Div
	Wessex League Div 1	Lincolnshire Football League Premier Div
	West Midlands (Regional) League Premier Div	Liverpool County Premier League Premier Div
	Western League Div 1	Manchester Football League Premier Div
		Mid Sussex Football League Premier Div
		Middlesex County League Premier Div
		Midland League Div 2
		Northamptonshire Combination Premier Div
		Northern Football Alliance Premier Div
		North Riding Football League Premier Div
		Nottinghamshire Senior League Senior Div
		Oxfordshire Senior League Premier Div
		Peterborough & District League Premier Div
		Sheffield & Hallamshire County Senior League Premier Div
		Somerset County League Premier Div
		Southern Combination Div Two
		Spartan South Midlands League Div 2
		St Piran Football League Premier East
		St Piran Football League Premier West
		Staffordshire County Senior League Premier Div
		Suffolk & Ipswich League Senior Div
		Surrey Elite Intermediate League Intermediate Div
		Thames Valley Premier League Premier Div
		Wearside League
		West Cheshire League Div 1
		West Lancashire League Premier Div
		West Midlands (Regional) League Div 1
		West Yorkshire League Premier Div
		Wiltshire Football League Premier Div
		York Football League Premier Div
		Yorkshire Football League

# WOMEN'S FOOTBALL PYRAMID REGULATIONS

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## 1. DEFINITIONS

In the interpretation of these Regulations, the following words and expressions, unless otherwise defined herein, shall have the following meanings:

**"Affiliated Association"** shall have the meaning set out in the Rules.

**"Board"** means The FA Women's Football Board.

**"Club"** means a football club for the time being in membership of a League.

**"County Association"** shall have the meaning set out in the Rules.

**"County League"** means a geographical grouping of one or more divisions participating at Tier 7.

**"FA WSL and FA WC Board"** means The FA Women's Super League and The FA Women's Championship Board.

**"Football Creditors"** shall have the meaning set out in the Rules.

**"League"** means any league sanctioned by The Association and/or an Affiliated Association in membership of the Women's Football Pyramid.

**"Licence"** means a licence required to be held by a Club in membership of Tiers 1 and 2.

**"Other Criteria for Promotion"** means any additional promotion criteria communicated by the Board to Clubs in the relevant Tier from time to time.

**"Parent Association"** shall have the meaning set out in the Rules.

**"Playing Season"** means the period between the date on which the first competitive fixture in a League is played each year until the date on which the last competitive fixture in a League is played.

**"Regional League"** means a regional grouping of divisions participating at Tier 5 and Tier 6.

**"Regional League Format A"** means a Regional League with a maximum membership of 36 Clubs and comprising one division participating at Tier 5 and two divisions participating at Tier 6.

**"Regional League Format B"** means a Regional League with a maximum membership of 40 Clubs and comprising one division participating at Tier 5 and three divisions participating at Tier 6.

**"Regulations"** means these regulations.

**"Rules"** means the rules of The Association as amended from time to time.

**"The Association"** shall have the meaning set out in the Rules.

**"Tier"** means the level at which a Club participates in the Women's Football Pyramid.

**"Tier 1 Promotion Requirements"** means the requirements of a Tier 1 Licence and the ground grading criteria for Tier 1.

**"Tier 2 Application Process"** means the application process communicated by the FA WSL and FA WC Board to relevant Clubs via which promotion to Tier 2 from Tier 3 is determined in the particular circumstances set out in Regulation 5.

**"Tier 2 Promotion Requirements"** means the eligibility criteria, the requirements of a Tier 2 Licence and the ground grading criteria for Tier 2.

**"Tier 3 Champion Club"** means the winner of the Tier 3 Play-Off Match.

**"Tier 3 Play-Off Match"** means the play-off match between those clubs finishing in first place in each of the two divisions at Tier 3.

**"Tier 3 Runner Up Club"** means the loser of the Tier 3 Play-Off Match.



# WOMEN'S FOOTBALL PYRAMID REGULATIONS

**“Women’s Football Pyramid”** means the system of women’s and girls’ leagues controlled by The Association where promotion and relegation links exists between the participating Leagues.

## 2. INTRODUCTION

- 2.1 The Women’s Football Pyramid shall be operated in accordance with these Regulations.
- 2.2 A Club shall be required to hold a Licence to be a member of the League at Tiers 1 and 2.
- 2.3 The aims and objectives of the Women’s Football Pyramid are:
  - 2.3.1 To provide clubs with a level of competitive football appropriate to their playing ability, stadium/ground facilities, economic means and geographical location.
  - 2.3.2 To provide a framework for discussion on matters of policy and common interest to Leagues and Clubs.
  - 2.3.3 To allow the seasonal movement of clubs..
- 2.4 All Leagues and Clubs participating in the Women’s Football Pyramid shall be bound by and comply with these Regulations. Every League and Club shall be deemed, as participants of the Women’s Football Pyramid, to have accepted these Regulations and to have agreed to abide by the decisions of the Board in relation thereto, subject to any right of appeal prescribed in these Regulations.

## 3. POSITION OF A LEAGUE IN THE WOMEN’S FOOTBALL PYRAMID

- 3.1 The structure of the Women’s Football Pyramid is as set out at Appendix A. Reserve sections/divisions sit outside of the Women’s Football Pyramid.
- 3.2 Subject to regulation 3.3, a League in Tier 3 to Tier 6 inclusive is permitted to operate with between 10 and 12 Clubs per division.
- 3.3 A Regional League may only operate as a Regional League Format B provided that:
  - 3.3.1 each division operates with no more than 10 teams;
  - 3.3.2 the Regional League has consulted with the County Leagues (at Tier 7) for that geographical region; and
  - 3.3.3 this operating position has been approved:
    - (a) at a general meeting of the Regional League; and
    - (b) by the Board (whose decision shall be final and binding).
- 3.4 The top division of a County League (Tier 7) shall play the 11 v 11 format of football.
- 3.5 Where a County League wishes for any of its divisions (other than the top division) to play the 11 v 11 format of football or flexible format(s), the County League must obtain the approval of its members at its general meeting.
- 3.6 Any league wishing to become part of the Women’s Football Pyramid (“Applicant League”) must (subject to the below) enter at Tier 7. An Applicant League must apply to The Association by 31st December in the year before the Playing Season in which it wishes to play in the Women’s Football Pyramid will commence in such form and/or providing such information as shall be required by The Association from time to time. A league will only be permitted to enter the Women’s Football Pyramid above Tier 7 if there are exceptional circumstances. The decision as to whether or not a league should be admitted to, and the Tier at which it will play in the Women’s Football Pyramid shall be made by the Board.

## WOMENS' FOOTBALL PYRAMID REGULATIONS

- 3.7 Any League whose membership of the Women's Football Pyramid is suspended or withdrawn by the Board, or due to resignation by the League, will not be eligible to participate in any business of the Women's Football Pyramid, including the promotion and relegation process, during the period of suspension or after the date of such withdrawal or resignation of membership.

### 4. GENERAL PROVISIONS REGARDING PROMOTION AND RELEGATION

- 4.1 The Women's Football Pyramid shall provide for the seasonal promotion and relegation of Clubs between Tiers within the system. A League that signifies its acceptance to be bound by these Regulations must be in a position to promote and relegate Clubs at the conclusion of each Playing Season. In extenuating circumstances, where a League is not in a position to relegate due to that League not being up to strength, it must obtain the permission of the Board.
- 4.2 A Club shall be promoted or relegated to the correct designated league in the Women's Football Pyramid according to its County Association affiliation, unless the provisions of Regulation 5.2 apply.

### 5. DETAILED PROMOTION AND RELEGATION PROVISIONS

- 5.1 The criteria for entry into a League at Tier 1 or Tier 2 (i.e. the requirements of a Tier 1 or Tier 2 Licence), including the ground grading criteria, shall be determined by the FA WSL and FA WC Board.
- 5.2 The criteria for entry into a League at Tier 3 to Tier 7, including the ground grading criteria, shall be agreed between the Board and the Leagues at Tier 3 to Tier 7.
- 5.3 The agreed criteria in respect of ground grading for each Tier are contained in the Women's Football Pyramid Ground Grading Document as published by The Association from time to time.
- 5.4 It may be necessary from time to time to move Clubs laterally between Leagues at the same Tier to accommodate the movement of Clubs by normal promotion and relegation. Where this is necessary, no Club will be asked to move more than once in any three seasons, unless, as determined by the Board it would be advantageous to the Club to do so earlier than three seasons.
- 5.5 Each year the Board will consider whether any lateral movements may be necessary at Tiers 3 to 7; if so the Clubs likely to be affected shall be notified and, if the Club does not wish to be moved laterally, given the opportunity to present a case to the Board. The decision of the Board shall be final and binding subject only to arbitration under the Rules.

In coming to its decision the Board will have regard to any representations made by any party, the distance to be travelled by any Club to be moved compared to the distance travelled in the Playing Season prior to movement, the financial impact on the Club to be moved, the frequency with which the Club has been moved in the past, the number of Clubs both in the division to which the Club is to be moved and in the division from which the Club is moved, and any other matter that it considers to be relevant.

- 5.6 At the conclusion of the 2019/2020 Playing Season the following procedures regarding promotion and relegation will apply:

#### **Tier 1 and Tier 2**

The Club finishing in the bottom place in Tier 1 will be relegated to Tier 2.

Subject to it demonstrating compliance with the Tier 1 Promotion Requirements, the Club finishing in first place in Tier 2 shall replace the Club relegated from Tier 1 to Tier 2.

In the event that the Club finishing in first place in Tier 2 does not wish to be considered for promotion or is not able to demonstrate compliance with the Tier 1 Promotion Requirements, promotion to Tier 1 will be offered to the Club finishing in second place in Tier 2 (subject to that Club demonstrating compliance with the Tier 1 Promotion Requirements).

## WOMENS' FOOTBALL PYRAMID REGULATIONS

In the event that the Clubs finishing in first and second place in Tier 2 do not wish to be considered for promotion or are not able to demonstrate compliance with the Tier 1 Promotion Requirements, the Club finishing in the bottom place in Tier 1 shall remain in Tier 1 and will not be relegated.

Compliance with the Tier 1 Promotion Requirements shall be determined by the FA WSL and FA WC Board at its absolute discretion.

### **Tier 2 and Tier 3**

Save as set out otherwise below, the Club finishing in the bottom place in Tier 2 will be relegated to the appropriate division in Tier 3 by reference to the Club's geographical location.

Subject to the relevant Clubs demonstrating compliance with the Tier 2 Promotion Requirements, the Tier 3 Champion Club and the Tier 3 Runner Up Club shall be promoted to Tier 2 in place of the Club relegated from Tier 2 to Tier 3.

In the event that one of the Tier 3 Champion Club or the Tier 3 Runner Up Club do not wish to be considered for promotion or are not able to demonstrate compliance with the Tier 2 Promotion Requirements, the Clubs finishing in second place in each of the two divisions at Tier 3 shall be invited to participate in a Tier 2 Application Process. Subject to the relevant Club demonstrating compliance with the Tier 2 Promotion Requirements. The FA WSL and FA WC Board shall determine at its absolute discretion which Club (if any) shall be promoted to Tier 2 via the Tier 2 Application Process. In the event that neither of the Clubs in second place in each of the two divisions at Tier 3 wish to be considered for promotion or are not able to demonstrate compliance with the Tier 2 Promotion Requirements, the Club finishing in bottom place in Tier 2 shall remain in Tier 2 and will not be relegated.

In the event that both the Tier 3 Champion Club and the Tier 3 Runner Up Club do not wish to be considered for promotion or are not able to demonstrate compliance with the Tier 2 Promotion Requirements, promotion shall be offered to the Clubs finishing in second place in each of the two divisions at Tier 3 (subject to those Clubs demonstrating compliance with the Tier 2 Promotion Requirements). In the event that one of the Clubs finishing in second place in one of the two divisions at Tier 3 does not wish to be considered for promotion or is not able to demonstrate compliance with the Tier 2 Promotions Requirements, the Club finishing in bottom place in Tier 2 shall remain in Tier 2 and will not be relegated.

In the event that both of the Clubs finishing in second place in each of the two divisions at Tier 3 do not wish to be considered for promotion or are not able to demonstrate compliance with the Tier 2 Promotion Requirements: (a) the Club finishing in bottom place in Tier 2 shall remain in Tier 2 and will not get relegated and (b) save for the Clubs that pursuant to these Regulations are to be relegated to Tier 4 from Tier 3, each Club participating in each of the two divisions at Their 2 shall be invited to participate in a Tier 2 Application Process. Subject to the relevant Club demonstrating compliance with the Tier 2 Promotion Requirements, the FA WSL and FA WC Board shall determine at its absolute discretion which Clubs shall be promoted to Tier 2 via the Tier 2 Application Process.

Compliance with the Tier 2 Promotion Requirements shall be determined by the FA WSL and FA WC Board at its absolute discretion.

### **Tier 3 and Tier 4**

Each Club in the bottom two places in each of the two divisions at Tier 3 will be relegated to the appropriate geographical division of Tier 4.

Subject to each Club demonstrating compliance with the ground grading criteria for participation in Tier 3 and the Other Criteria for Promotion, the Clubs finishing in first place in each of the divisions at Tier 4 shall replace the Clubs relegated from Tier 3 to Tier 4.

In the event that a Club finishing in first place in the Tier 4 division does not wish to be considered for promotion or is not able to demonstrate compliance with the ground grading criteria for participation

## WOMENS' FOOTBALL PYRAMID REGULATIONS

in Tier 3 and the Other Criteria for Promotion, promotion to Tier 3 will be offered to the Club finishing in second place in the same Tier 4 division (subject to that Club demonstrating compliance with the ground grading criteria for participation in Tier 3 and the Other Criteria for Promotion).

In the event that a Club finishing in second place in the Tier 4 division does not wish to be considered for promotion or is not able to demonstrate compliance with the ground grading criteria for participation in Tier 3 and the Other Criteria for Promotion, promotion to Tier 3 will be offered to the Club finishing in third place of the same Tier 4 division (subject to that Club demonstrating compliance with the ground grading criteria for participation in Tier 3 and the Other Criteria for Promotion).

In the event that each of the Clubs finishing in first, second and third place in the Tier 4 division do not wish to be considered for promotion or are not able to demonstrate compliance with the ground grading criteria for participation in Tier 3 and the Other Criteria for Promotion, the highest placed Club in a relegation position in the most appropriate geographical division at Tier 3 shall remain in Tier 3 and will not be relegated.

Compliance with the ground grading criteria for participation in Tier 3 and the Other Criteria for Promotion shall be determined by the Board at its absolute discretion..

### **Tier 4 and Tier 5**

Each Club in the bottom two places in each of the four divisions at Tier 4 will be relegated to the appropriate geographical division of Tier 5.

Subject to each Club demonstrating compliance with the ground grading criteria for participation in Tier 4 and the Other Criteria for Promotion, the Clubs finishing in first place in each of the eight divisions at Tier 5 shall replace those Clubs relegated from Tier 4 to Tier 5.

In the event that a Club finishing in first place in a division at Tier 5 does not wish to be considered for promotion or is not able to demonstrate compliance with the ground grading criteria for participation in Tier 4 and the Other Criteria for Promotion, promotion to Tier 4 will be offered to the Club finishing in second place of the same Tier 5 division (subject to that Club demonstrating compliance with the ground grading criteria for participation in Tier 4 and the Other Criteria for Promotion).

In the event that a Club finishing in second place in the Tier 5 division does not wish to be considered for promotion or is not able to demonstrate compliance with the ground grading criteria for participation in Tier 4 and the Other Criteria for Promotion, promotion to Tier 4 will be offered to the Club finishing in third place of the same Tier 5 division (subject to that Club demonstrating compliance with the ground grading criteria for participation in Tier 4 and the Other Criteria for Promotion).

In the event that each of the Clubs finishing in first, second and third place in the Tier 5 division either do not wish to be considered for promotion or are not able to demonstrate compliance with the ground grading criteria for participation in Tier 4 and the Other Criteria for Promotion, the highest placed Club in a relegation position in the most appropriate geographical division at Tier 4 shall remain in Tier 4 and will not be relegated.

Those Clubs relegated to Tier 5 and those Clubs promoted to Tier 4 shall be placed in the appropriate division in Tier 5 or Tier 4 by reference to the Club's geographical location as determined by the Board at its absolute discretion.

Compliance with the ground grading criteria for participation in Tier 4 and the Other Criteria for Promotion shall be determined by the Board at its absolute discretion.

### **Tier 5 and Tier 6**

#### *Regional League Format A*

Each Club in the bottom two places of a Tier 5 division within a Regional League Format A will be relegated to the appropriate division in Tier 6 within that Regional League Format A by reference to the Club's geographical location.

## WOMENS' FOOTBALL PYRAMID REGULATIONS

Subject to each Club demonstrating compliance with the ground grading criteria for participation in Tier 5 and the Other Criteria for Promotion, the Clubs finishing in first place in each of the Tier 6 divisions within a Regional League Format A shall replace those Clubs relegated from the Tier 5 division within that Regional League Format A.

In the event that a Club finishing in first place in a division at Tier 6 does not wish to be considered for promotion or is not able to demonstrate compliance with the ground grading criteria for participation in Tier 5 and the Other Criteria for Promotion, promotion to Tier 5 will be offered to the Club finishing in second place of the same Tier 6 division (subject to that Club demonstrating compliance with the ground grading criteria for participation in Tier 5 and the Other Criteria for Promotion).

In the event that a Club finishing in second place in a division at Tier 6 does not wish to be considered for promotion or is not able to demonstrate compliance with the ground grading criteria for participation in Tier 5 and the Other Criteria for Promotion, promotion to Tier 5 will be offered to the Club finishing in third place of the same Tier 6 division (subject to that Club demonstrating compliance with the ground grading criteria for participation in Tier 5 and the Other Criteria for Promotion).

In the event that each of the Clubs finishing in first, second and third place in a division at Tier 6 either do not wish to be considered for promotion or are not able to demonstrate compliance with the ground grading criteria for participation in Tier 5 and the Other Criteria for Promotion, the highest placed Club in a relegation place in the most appropriate geographical division at Tier 5 shall remain in Tier 5 and will not be relegated.

Compliance with the ground grading criteria for participation in Tier 5 and the Other Criteria for Promotion shall be determined by the Board at its absolute discretion.

### *Regional League Format B*

Each Club in the bottom three places of a Tier 5 division within a Regional League Format B will be relegated to the appropriate division in Tier 6 within that Regional League Format B by reference to the Club's geographical location.

Subject to each Club demonstrating compliance with the ground grading criteria for participation in Tier 5 and the Other Criteria for Promotion, the Clubs finishing in first place in each of the Tier 6 divisions within a Regional League Format B shall replace those Clubs relegated from the Tier 5 division within that Regional League Format B.

In the event that a Club finishing in first place in a division at Tier 6 does not wish to be considered for promotion or is not able to demonstrate compliance with the ground grading criteria for participation in Tier 5 and the Other Criteria for Promotion, promotion to Tier 5 will be offered to the Club finishing in second place of the same Tier 6 division (subject to that Club demonstrating compliance with the ground grading criteria for participation in Tier 5 and the Other Criteria for Promotion).

In the event that a Club finishing in second place in a division at Tier 6 does not wish to be considered for promotion or is not able to demonstrate compliance with the ground grading criteria for participation in Tier 5 and the Other Criteria for Promotion, promotion to Tier 5 will be offered to the Club finishing in third place of the same Tier 6 division (subject to that Club demonstrating compliance with the ground grading criteria for participation in Tier 5 and the Other Criteria for Promotion).

In the event that each of the Clubs finishing in first, second and third place in the Tier 6 division either do not wish to be considered for promotion or are not able to demonstrate compliance with the ground grading criteria for participation in Tier 5 and Other Criteria for Promotion, the highest placed Club in a relegation place in the most appropriate geographical division at Tier 5 shall remain in Tier 5 and will not be relegated.

Compliance with the ground grading criteria for participation in Tier 5 and the Other Criteria for Promotion shall be determined by the Board at its absolute discretion.

## WOMENS' FOOTBALL PYRAMID REGULATIONS

Other promotions and relegations can occur within a League if agreed by a majority of the Clubs in membership of that League or in the case of the South-East Region, by the Joint Liaison Committee ("JLC") and with the approval of the Board.

### **Tier 6 and Tier 7**

A Regional League shall include provisions in its rules for appropriate relegations to its feeder County Leagues upon reaching its maximum membership.

A Regional League which has not reached its maximum membership may include provisions in its rules for appropriate relegations to its feeder County Leagues provided that a sufficient number of teams have been promoted from its feeder County Leagues via the promotion pool at the end of that Playing Season.

The movement of Clubs between Tiers 6 and 7 (County Leagues) will be via a promotion pool.

Clubs in a League at Tier 7 playing 11 v 11 format can apply to the Board to be considered for promotion into Tier 6. Any such application must be made by 31 March in each year and priority will be based on the finishing positions of those Clubs. In the event that the champion Club at Tier 7 has not applied for promotion by 31 March in the relevant year, that Club will nevertheless still be considered for promotion to Tier 6.

The Board, in consultation with the relevant JLC, shall decide which Clubs shall be promoted into Tier 6 (and into which division at Tier 6), taking into account:

- (a) the travel requirements for the relevant Club as well as for the member Clubs of the division it will be joining; and
- (b) the number of vacancies after any relegation has occurred.

### **Play-Off Matches**

Where the appropriate JLC decides that a number of play-off matches are required in order to determine promotion and relegation in any Playing Season, these play-off matches shall be organised at the end of the Playing Season, provided that the Clubs were given notice prior to the start of that Playing Season or, if such notice was not given, by majority agreement of all the Clubs which could be involved in the play-off matches.

The rules for the play-off matches shall be determined by the appropriate JLC (which shall take into account the competition rules applicable to those Clubs taking part in the play-off matches and, where differences exist, the most advantageous position to the Clubs under the relevant rules).

### **Tiers within the same League**

In exceptional circumstances and only in the case of Leagues which are played at more than one Tier, the promotion and relegation between Tiers which form part of the same League may be decided by a majority of those persons eligible to attend and vote at a Special General Meeting or Annual General Meeting where this is considered, subject to the approval of the Board.

### **Reserve Teams**

Where a reserve section/division exists in a League at Tier 6 any reserve teams or any additional teams of Clubs already in membership of that League at Tier 6 of the Women's Football Pyramid shall move to the reserve section/division when it is established. Any reserve team or any additional teams of Clubs already in membership of the Women's Football Pyramid which are promoted from Tier 7 shall be placed (where such a league exists) in the reserve section/division of the relevant Tier 6 League.

Unless a reserve section/division exists, reserve teams are not permitted to play above Tier 6.

### 6. THE MOVEMENT OF CLUBS WITHIN THE WOMEN'S FOOTBALL PYRAMID OTHER THAN BY PROMOTION OR RELEGATION

- 6.1 Movement of a Club from participation in one League to another is not permitted other than by promotion and relegation save with the approval of the Board or in accordance with Regulation 6.3, such approval being final and binding.
- 6.2 A new Club intending to participate in a League at Tier 7 or a Club already participating in a League at Tier 7 shall be permitted to apply to the Board to compete in a League sanctioned by any County Association, regardless of whether the Club is in membership of it, where the Club can establish that the travelling required to compete in a League sanctioned by a County Association is significantly less onerous than the travelling that would be required to compete in the appropriate League sanctioned by the County Association with which it has membership (or its Parent Association, where applicable). The Board shall decide, at its absolute discretion, whether this exception applies, after taking into consideration the impact on the affected Leagues and their member Clubs, the development of women's football in the area and after promotion and relegation in each affected League has been decided. The Board's decision shall be final and binding. Where the Board decides that the exception applies, the position may be subject to annual review.
- 6.3 Any Club proposing to move from one League to another, other than by promotion, relegation and/or via the promotion pool, must make applications to resign from and be elected to the relevant Leagues in accordance with the rules and regulations of those Leagues. Any such notice must in any event, and regardless of any provisions to the contrary in a League's rules and regulations, be given to both Leagues and the Board by 31st March in the relevant year in order to be effective for the following Playing Season. Only once promotion and/or relegation has been decided will a decision be made by the Board in respect of a Club's application.
- 6.4 If a Club (whether a members' club or a company) is wound up, liquidated or withdrawn or removed from a League/division in the Women's Football Pyramid and then wishes to reform and/or re-enter the Women's Football Pyramid the following Playing Season, unless otherwise determined by the Board, it will be allowed to make an application only to join a League/division a minimum of two Tiers below the League/division in which it was a member when wound up, liquidated, withdrawn or removed (e.g. from Tier 1 to Tier 3 or below, from Tier 2 to Tier 4 or below, from Tier 3 to Tier 5 or below etc.). This relates only to Clubs that wish to reform and/or return for the following Playing Season and subject to the approval of the Board as set out above.
- 6.5 If two or more Clubs ("the Merging Clubs") are proposing a transaction or series of transactions that result in the merging or consolidation ("the Proposed Merger") of those Clubs into one Club ("the Merged Club") then a formal application to do so must be received by the Board and the League(s) of which the Merging Clubs are members by 31st December to be valid for the following Playing Season.

A deed of agreement, which shall be legally binding on all parties must be submitted to The Association by 31st March in the year immediately following receipt of the application. The Board shall determine at its absolute discretion where the Merged Club is to be included in the Women's Football Pyramid for the following Playing Season subject to the provisions of item 6.5.5 below.

In arriving at its decision the Board may apply the following minimum criteria:

- 6.5.1 with regard to each of the Merging Clubs:
- 6.5.1.1 The shareholders or members of the Club have voted to agree to the transfer of the Club's membership to the new entity and/or a licensed insolvency practitioner(s) appointed to the Club has agreed to sell or transfer some or all of the Club's assets to the new entity.
- 6.5.1.2 All Football Creditors in the Club must be paid in full or transferred in full (with each creditor's consent) to the new entity, and evidenced as such.

## WOMENS' FOOTBALL PYRAMID REGULATIONS

6.5.1.3 All other creditors in the Club must be paid in full or transferred in full (with each creditor's consent) to the new entity and evidenced as such.

6.5.1.4 The proposed new entity has provided financial forecasts to the Board and the League showing its ability to fund the Club for the next twelve (12) months or to the end of the Playing Season following transfer (whichever is the longer) and that evidence of funding sources has been provided.

6.5.1.5 The Board must have given approval for the transfer to take place.

In the event that requirement 6.5.1.1 and/or 6.5.1.3 are not fully complied with, and only where the Board, at its absolute discretion, deems there to have been exceptional circumstances surrounding the application for the merger, it may approve the merger (subject to compliance with all other provisions above);

6.5.2 the proposed playing name of the Merged Club must be acceptable to the Board;

6.5.3 the Merged Club must have security of tenure to a ground that meets the relevant ground grading requirements;

6.5.4 any other criteria that the Board may from time to time deem to be appropriate; and

6.5.5 the Merged Club will ordinarily be placed at the lower of the Tiers at which the Merging Clubs ended the Playing Season in which the application is made. For the purposes of this Regulation, if one of the Merging Clubs has finished that Playing Season in a relegation place, then they will be deemed to have ended the Playing Season at the Tier to which they would have been relegated without the Proposed Merger proceeding or if one of the Merging Clubs has finishing the Playing Season in a promotion place, then they will be deemed to have ended the Playing Season at the Tier to which they would have been promoted without the Proposed Merger proceeding.

Any decision regarding whether a proposed transaction or series of transactions falls to be considered under this Regulation shall be determined by the Board at its absolute discretion.

6.6 In the event that a League in the Women's Football Pyramid ceases to exist, the Board will use its reasonable endeavours to place the Clubs previously playing in that League at the next highest level of the Women's Football Pyramid for the following Playing Season (but is under no obligation to do so), unless otherwise requested by a Club.

### 7. ELECTION OF A CLUB INTO A LEAGUE

7.1 Subject to Regulation 7.3, a Club can only enter the Women's Football Pyramid only at Tier 7 and only to the County League of their Parent County Association.

7.2 Any Club shall, with the permission of the Board, be permitted to compete in a League sanctioned by any County Association, regardless of whether the Club is in membership of it, where the Club can establish that: (a) the travelling required to compete in a League sanctioned by a County Association is significantly less onerous than the travelling that would be required to compete in the appropriate League sanctioned by the County Association with which it has membership (or its Parent Association, where applicable); or (b) other extenuating circumstances exist. The Board shall decide, whether such permission shall be granted, after taking into consideration the impact on the affected Leagues and their member Clubs, the development of women's football in the area and after promotion and relegation in each affected League has been decided. The Board's decision shall be final and binding. If permission is granted, this may be subject to annual review.

7.3 In exceptional circumstances a League may seek approval from the Board to elect a Club not currently in membership of that League provided that there is: (a) exceptional circumstances (b) a vacancy within its constitution (c) the Club meets the entry criteria and (d) promotion and relegation issues have been satisfied.



# WOMENS' FOOTBALL PYRAMID REGULATIONS

## 8. CHANGE IN PLAYING NAME

A Club participating in a League at Tier 6 or above shall not be permitted to change its playing name (i.e. the name under which the Club competes in a League), as recorded on Form "A", save with the prior written permission of the Board. Any application for a change of playing name must be received by the Board on or before 31 March in a Playing Season in order for it to be considered by Board for adoption in the following Playing Season. The Board will use its absolute discretion in deciding whether to approve a change in a Club's playing name.

A Club participating in a League at Tier 7 seeking to change its playing name must follow the relevant provisions contained within the rules of its County Association.

## 9. WOMEN'S FOOTBALL CONFERENCE

The Women's Football Conference (the "Conference") will comprise of representatives from Leagues and the representatives appointed by that Board in accordance with its constitution. The objective of the Conference is to take steps to protect and further the interests of women's and girls' Association football.

## 10. JLCs

Regional JLCs will be established to consider matters relating to the development of the Women's Football Pyramid in their regions. In particular JLCs will be responsible for recommending the promotion and relegation of Clubs between Tiers 6 and 7, and will operate in accordance with their terms of reference.

In the case of the South-East Region, the JLC may be responsible for determining the promotion and relegation between Tiers 5 and 6 where appropriate.

The JLCs will be established on a regional basis and will comprise representatives of the Leagues at Tiers 6 and 7.

Both the Conference and the JLCs may refer a matter to the Board for determination.

## 11. PLAYING ORDER OF PRECEDENCE IN THE WOMEN'S PYRAMID OF FOOTBALL

Any Club with more than one team in any League in the Women's Football Pyramid shall always fulfil its fixtures in this order of precedence, subject to the players being properly registered with the League(s): first team, reserve team, A team and other lower teams.

A League shall deal with any breach of this Regulation by the teams of a member Club playing within the same League. Any breach of this Regulation by teams of a Club playing in more than one League shall be reported to the Board who shall deal with it as appropriate.

## 12. GIRLS' TEAMS PLAYING IN LEAGUES

**12.1** Any clubs wishing to enter a new girls' team into a league competition shall only do so if the league competition is sanctioned by the County Association with which the club is in membership. If the club is in membership of more than one County Association, the league competition must be sanctioned by the Club's Parent Association.

This Regulation applies to all new teams, irrespective of whether a club has another team already competing in a league sanctioned by The Association or any County FA.

**12.2** The following exceptions to the above regulation shall apply, and a new team shall be permitted, for one Playing Season only, to compete in a league sanctioned by The Association or any County Association, regardless of whether the club is in membership of it, provided that the club can establish:

- (i) the travelling required to compete in a league sanctioned by The Association or another County Association is less onerous than the travelling that would be required to compete in the appropriate league sanctioned by the County Association with which it has membership (or its Parent Association, where applicable);

## WOMENS' FOOTBALL PYRAMID REGULATIONS

- (ii) there is no appropriate age group division in the league sanctioned by the County Association with which it has membership (or its Parent Association, where applicable) for the new team to compete in; or
- (iii) the league sanctioned by the County Association with which it has membership (or its Parent Association, where applicable) does not offer the format of football that the Club wishes the new team to compete in eg 11 v 11, 7 v 7.

The County Association with which the Club is in membership, or the Club's Parent Association where applicable, shall decide, whether any one of the above exceptions applies and if so whether the team may compete in a league sanctioned by The Association or another County Association. The County Association or Parent Association shall review this decision annually based on the exceptions set out in (i) to (iii) above and having regard to the playing standard of the team, the league in which it has been given permission to participate and the league it would be required to participate in if it was required to play in a league sanctioned by the County Association with which it has membership or its Parent Association as appropriate.

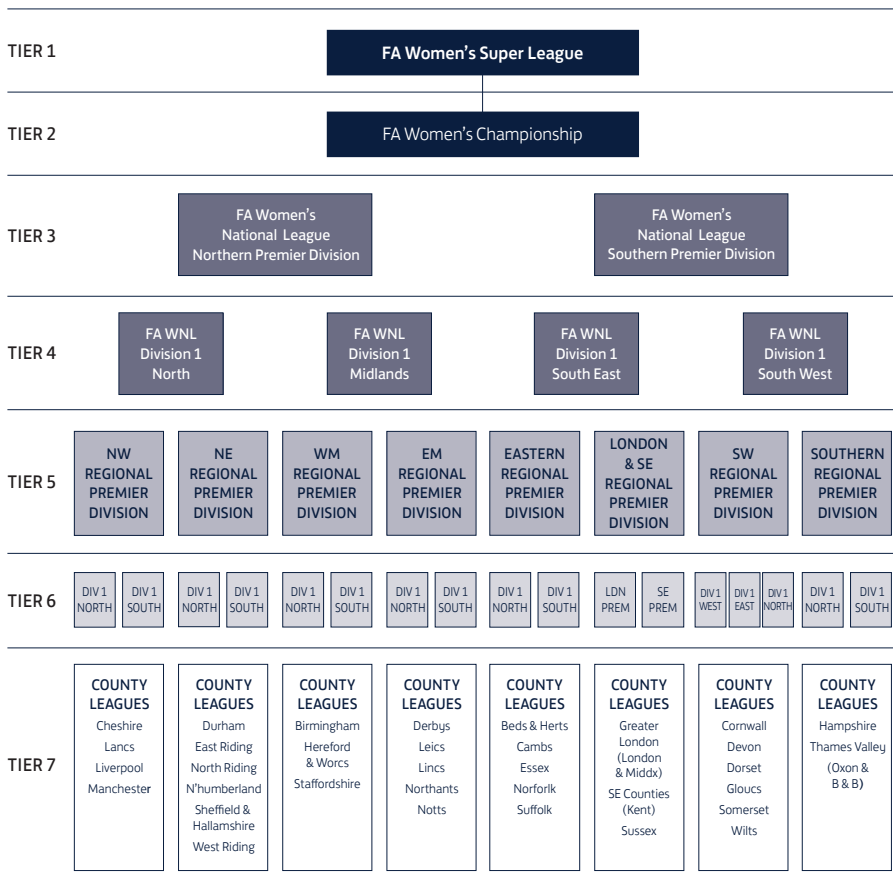
- 12.3 Subject to Regulation 12.2, existing teams shall continue to participate in any league that they have previously participated irrespective of whether that league is sanctioned by The Association, a County Association other than the one with which that team's Club is in membership, or its Parent Association, unless it is moving to a league sanctioned by its Parent Association where a vacancy exists.

### 13. PROCEDURES FOR THE DETERMINATION OF ANY MATTER, DISPUTE OR DIFFERENCE BY THE BOARD

- 13.1 The Board may adopt such procedures for the determination of any matter, dispute or difference as it considers appropriate and expedient, having regard to the aims and objectives set out at Regulation 2. The Board may require the attendance at a meeting or the written observations of any League or Club, as it considers appropriate to assist its determination.
- 13.2 Any dispute or difference between a League and a Club relating to promotion and relegation issues, lateral movement and/or other eligibility criteria must be referred for determination to the Board; such determination shall be final and binding subject only to arbitration in accordance with Rule K.
- 13.3 Any other decision of the Board shall be subject to a right of appeal to an Appeal Board. The decision of that Appeal Board shall be final and binding on all parties. All referrals of appeals shall be conducted in accordance with Part C of the Disciplinary Regulations (Appeals – Non-Fast Track).
- 13.4 The Board may, at its discretion, delegate the resolution of any matter, dispute or difference arising under these Regulations to any body it considers to be appropriate (including a subcommittee or commission which may include members of council not appointed to the Board or a body constituted by a County Association).

# WOMENS' FOOTBALL PYRAMID REGULATIONS

## APPENDIX A



# REFEREES

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## PREAMBLE

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Pursuant to The Football Association Rule J1(d), the Council is authorised to make regulations with reference to Match Officials as they deem expedient. These 'Regulations for the Registration and Control of Referees' (the "Regulations") are the regulations made under that Rule.

Affiliated Associations are responsible for the administration of Referees registered with The Association who reside in their area as determined by The Association. Service Associations have administrative responsibility for Referees who are serving members of the Armed Forces.

Affiliated Associations shall appoint a Referees' Committee to carry out its' functions under these Regulations.

These regulations fully embrace The Association's Equality Policy, Safeguarding Children Policy and Regulations and Safeguarding Adults at Risk Regulations.

For the purpose of these Regulations the terms used will be defined as follows:

**Administer** - to carry out the administrative procedures relating to the registration and control of Referees as required or determined by The Association from time to time.

**Affiliated Association** - a County Football Association or Service Association.

**Annual Review** - the review by a Competition of its List of Match Officials entitled to be appointed for a match in that Competition, to establish the suitability of each Referee to continue to be eligible to be retained on that List. This will take place between the last day of the playing season and the 31st July each year. Such a review will take into consideration the Referee's administration, fitness, conduct and performance on the field of play as defined in these Regulations, as modified by any written instructions to a Competition from the Association from time to time. The Competition must provide reasons for the removal of a Match Official from their List to the Parent Association of the Match Official.

**Club Mark** - a numerical indication of a Referee's performance on the field of play, reported by competing Clubs after a match, on a scale defined by The Association.

**Contributory Leagues** - those nominated divisions, within specific Leagues as determined and considered by The Association, suitable for Level 3 Referees.

**County Referee** - a Referee who has demonstrated to the satisfaction of The Association, Affiliated Association or Service Association, as required by these Regulations, the ability to officiate at Level 6 and above.

**Examine** - to supervise, in written and/or other form of examination, Trainee Referee candidates to the requirements and standards determined by The Association from time to time.

**FA Basic Referee Course (previously referred to as The Basic Referee Training Course)** - a course of instruction for 11-a-side football as determined by The Association leading to the examination of Referee candidates.

**FIFA List** - those Referees and Assistant Referees, nominated by The Association and selected by FIFA, eligible for appointment to international matches.

**Futsal** - the only form of small sided football approved by FIFA.

**Futsal Observer** - those individuals authorised by The Association to produce Observer reports at levels determined by The Association in relation to futsal.

**Junior County Referee** - a Referee who has completed successfully the Basic Referee Training Course, having reached the age of 16 years.

**League** - a Competition sanctioned under relevant Regulations by The Association or an Affiliated Association.

**Marking Season** - except as otherwise determined by The Association, the marking season for promotion/retention shall be from the 1st July until the last day of April in the following year.

**National List** - those Referees selected by The Association, eligible for appointment to games in the Premier League, EFL and other matches as determined from time to time.

## REFEREES

**Observer report** - written appraisal of a Referee's performance on the field of play, carried out by an Observer, or a Futsal Observer, on behalf of The Association, Affiliated Association or competition and submitted to the appropriate body.

**Observers** - those individuals authorised by The Association to produce out Observer reports at levels determined by The Association.

**Panel List** - those Referees selected by The Association, eligible for appointment to games within specific Panel Leagues as determined by The Association, suitable for Level 2 Referees.

**Parent Association** - the Affiliated Association within whose boundaries a referee resides (except for Service referees and the Amateur Football Alliance).

**Playing Season** - that period of the year when The Association permits football to be played.

**Referee** - a person registered as qualified under these Regulations who may be appointed as a Match Official.

**Registration Period** - from 1 June in each year, (or the date of successful completion of the Basic Referee Training Course if later) to the following 30 June.

**Senior County Referee** - a Referee who has demonstrated to the satisfaction of The Association, Affiliated Association or Service Association, as required by these Regulations, the ability to officiate at Level 5 and above.

**Service Association** - an Affiliated Association having responsibility for the administration of the game as determined by The Association from time to time in or relating to Her Majesty's Regular Forces (the Royal Navy, the Army, the Royal Air Force).

**Specialist Assistant Referee** - Referees who are permitted by The Association to officiate almost exclusively as Assistant Referees.

**Supply League** - those nominated divisions, within specific Leagues as determined and considered by The Association, suitable for Level 4 Referees.

**The Association** - means The Football Association.

**Trainee Referee** - a Referee candidate who is undergoing the FA Basic Referee Course, will be recognised and classified as a Level T Referee and may be appointed as a Match Official in accordance with these regulations.

**Youth Referee** - means a registered Referee who is aged 14 or 15.

For the purposes of these Regulations, The Association shall act through the Council, which shall delegate such functions to the Referees' Committee.

### 1. REGISTRATION

- (a) No person shall be appointed as a Match Official in any Match or Competition under the jurisdiction of The Association either directly or indirectly unless registered in accordance with these Regulations.

A Competition may include in its regulations a provision by which a person who is not a registered Match Official may carry out the duties of a Match Official in a specific Match but only in circumstances where a registered Match Official cannot be appointed to or officiate in that Match. In these circumstances the appointed unregistered and/or unqualified Match Official will carry the same powers and duties of an appointed registered Match Official for the purpose of that match.

- (b) A Referee must be registered with The Association through the Affiliated Association within the area in which the Referee resides, which will be deemed that referee's Parent Association (or County). The Parent Association for serving members of The Armed Forces is the Affiliated Association of the service in which they serve; such referees may also register as an Associate Referee with the Affiliated Association in whose area they reside. A Referee will be required to pay the standard national registration fee to be determined annually by The Association. Registration will run from the date of registration until the following 30 June. A Referee may become an Associate Referee with another Affiliated Association but will not be required to pay a further fee.

## REFEREES

The Memorandum attached to these regulations details the responsibilities of Affiliated Associations in respect of Referees administered by them.

- (c) In cases where the boundaries of Affiliated Associations overlap, the Affiliated Associations concerned must mutually agree responsibility of the training and examination of Trainee Referees. Once the FA Basic Referee Course has been completed, the registration of the Referee must then be transferred to the Affiliated Association of the area in which the Referee resides. A Referee who changes residence from one administrative area to another will be required to be released by the original Association before being registered with their new Association for administrative purposes but will not be required to pay a further registration fee for that season.
- (d) Referees shall not be registered with The Association until they are able to satisfy the Affiliated Association of their date of birth. A Trainee Referee must be 14 years of age or older at the time of registration.
- (e) A Referee who has failed to register as a Referee with The Association for between two and five seasons shall not be re-registered until they have successfully undertaken and completed the FA Basic Referee Course written examination. The Affiliated Association may then register the Referee at their former Level (up to Senior County Referee) once they are satisfied with his/her competence. A Referee who has not been registered for more than five seasons must attend and successfully complete the FA Basic Referee Course at which point they will be registered as a Junior County Referee.
- (f) A Referee's registration may be cancelled or suspended by the Affiliated Association in consultation with The Association where the Referee has not acted in the best interests of the game. The Association may take any action it deems appropriate. Applications for the re-instatement of a Referee who has previously been disqualified under this Regulation must be referred to The Association.

### 2. REFEREE RECRUITMENT, TRAINING AND EXAMINATION

- (a) The Association and Affiliated Associations shall be responsible for the recruitment, training and examination of Referees.
- (b) The requirements and standards for Referee training and examination shall be agreed by The Association.
- (c) Initial Referee training course fees shall be set by The Association for:
  - FA Basic Referee Course
  - Futsal
  - Small Sided Football
  - Mini Soccer
  - Disability Football
- (d) FA Basic Referee Course - A candidate will undergo training and evaluation, including practical and written assessments as determined by The Association.
- (e) All other formats of initial Referee training will be examined at the end of the period of training.
- (f) The minimum age a candidate may be presented for initial examination of the FA Basic Referee Course and all other forms of refereeing will be 14 years.
- (g) Candidates who do not reach the standard required by The Association in the initial examination may be re-examined at a time appropriate to the needs of the individual as determined by The Association and/or the Affiliated Associations.

### 3. CLASSIFICATION

- (a) On behalf of The Association, each Affiliated Association must classify Referees administered by their Association. The classification period runs from 1 June in each year, or the date of successful completion of the initial examination, to the following 31 May.

## REFEREES

As at 1 June in each year every Referee is to be classified as follows;

Level 1	Select Group or National List Referee
Level 2a	Panel Select List Referee
Level 2b	Panel List Referee
Level 3	Contributory League Referee
Level 4	Supply League Referee*
Level 5	Senior County Referee. This classification includes Referees who have served at a higher Level.**
Level 6	County Referee
Level 7	Junior County Referee (16 years of age or over)
Level Y	Youth Referee (14 or 15 years of age)
Level D	Referee Workforce (an active Referee officiating in 6 or fewer matches a season) <ul style="list-style-type: none"><li>– Tutor</li><li>– Observer</li><li>– Mentor</li><li>– Coach</li></ul>

*\*Any such referee registered with the Guernsey FA, Jersey FA and the Isle of Man FA and officiating on those islands may be classified as Level 4i according to criteria approved by The Association.*

*\*\*Where a Referee has achieved a Level higher than Level 5 and is not retained, the Referee will usually be reclassified as a Level 5 Referee, with the option of further promotion in the normal way or until a status of non-active is declared by the individual.*

The Association may designate Referees as Specialist Assistant Referees who will officiate almost exclusively as Assistant Referees according to guidelines determined from time to time.

A Referee may be registered as one or more of the following specialist categories; such registration may be in addition to a Level 1 to 10 registration.

MSR	– Mini Soccer Referee
SS	– Small Sided Referee
International	– FIFA List Referee
1W	– Women's Super League Referee
2W	– Women's Championship Referee
3W	– Women's National Referee
4W	– Women's Regional Referee
YW	– Women's Youth Referee
International	– FIFA List Referee
FR1	– Select Group Referee
FR2	– National List Referee
FR3	– Regional Referee

## REFEREES

FR4 – County Referee

FRY – Youth Referee

FRT – Trainee Referee

- (b) When a Referee changes residence from one Affiliated Association to another, the classification Level will be accepted by the Affiliated Association into whose area the Referee has moved.
- (c) A Referee moving to England from another country must provide proof of their current Referee status from their National Association. The Association will determine their classification Level.
- (d) Trainee Referees undertaking the FA Basic Referee Course must be registered as Level T by the end of module 3. A Level T Referee will automatically become a Level 7 Referee (16 years of age or over) or Level Y (14 or 15 years of age) upon successful completion of the FA Basic Referee Course.
- (e) A Level Y Referee will automatically become a Level 7 Referee on reaching the age of 16
- (f) FIFA nominations:

Nominations will be approved annually by The Association's Referees' Committee

Priority will be given to developing English officials who show the potential to officiate at future major international finals and tournaments

A FIFA official who ceases to be on the FIFA list will not be considered for future nomination although consideration may be given in exceptional circumstance to an official who resigned from the FIFA list for significant personal reasons

The following factors will be taken into consideration for each potential nominee:

- Domestic performances
- International performances
- Potential to officiate in future major international tournaments with special consideration being given to UEFA EURO Championships and FIFA World Cups
- Fitness and body composition
- Availability
- Ambassadorial qualities
- Organisation and attitude (including feedback, reporting, self-analysis etc...)

Consideration will be given to operational requirements and the strategic planning of the overall makeup of the English FIFA lists



## 4. PROMOTION

In addition to specific criteria outlined below, candidates for promotion may be required to undertake all or some of the following:

- Physical fitness test(s).
- Laws of the Game test(s).
- Competition rule and regulations test(s).
- Interview.

Account may also be taken of administration and availability.

### Men

- (a) Selection and promotion within Levels 4 to International will be determined as follows:

International Level	Annual nomination by The Association to FIFA, selected from those eligible Referees as at the date of nomination determined by FIFA.
Level 1	Referees who have been promoted from Level 2A for outstanding ability as determined by The Association.
Level 2A	Referees who have been promoted from Level 2B for outstanding ability as determined by The Association.
Level 2B	Referees who have been promoted from Level 3 for outstanding ability as determined by The Association.
Level 3	Referees who have been promoted from Level 4 for outstanding ability as determined by The Association.
Level 4	Referees who have been promoted from Level 5 for outstanding ability as determined by The Association following nomination by the Affiliated Association to act as an Assistant Referee on the National Contributory Leagues and as a Referee on a Supply League.

Referees will be required to complete successfully an annual fitness test and other criteria as determined by The Association prior to having their classification confirmed. On initial selection for promotion to a higher Level, Referees may be required to attend an interview to ascertain their suitability against criteria determined by The Association. The Association will determine the acceptable number of matches required for consideration to be selected for Levels 4 and above.

- (b) Selection and promotion within Levels 7 to 5 will be determined as follows:

Referees must apply for promotion in writing to their Parent Association no later than 1 August in the season in which promotion is sought. Referees considered for promotion in the preceding season, but not successful, will automatically be included in the promotion scheme for the following season unless they indicate otherwise, in writing, to their Parent Association.

- (c) The Parent Association may charge promotion candidates an administration fee (the sum to be determined from time to time by The Association); the administration fee will be refunded to a candidate who completes the promotion process, regardless of whether or not they are promoted.

The responsibility of promoting Referees within Levels 7 to 5 rests with the Referee's Parent Association. All selections must be made by 31 May each year.

### Levels 5 and 6

Promotion from Level 6 to Level 5 and Level 7 to Level 6 shall be based on a Referee's practical performance on the field of play and other criteria as follows:

- Observer reports by Observers on a minimum of three games.
- Club marks from competitions over the age of 16 years over a minimum of 20 games (a minimum of 70% must be in open age competitions) officiated in as a Referee in the marking season.
- A Level 6 Referee wishing to be considered for future promotion to Level 4 must complete at least 5 games as an Assistant Referee.
- Attending at least one promotion in-service training event.
- Successful completion of a written examination as determined by The Association.

### Level 7 - Reclassification from Level Y and T

- (d) At an interim meeting at the end of September County Associations may:
- Identify Level 7 Referees who are showing promise and consider them for accelerated promotion from Level 7 to 5 in one season providing they meet the criteria as determined above
  - To gather supporting evidence for this "accelerated promotion" the Affiliated Association should provide the Referee with more challenging matches eg higher division matches in local leagues, games in later rounds of County Competitions. Referees being considered for this promotion would require an additional 20 games and a further three Observer reports at the higher Level of challenge. The Referee must attend an in-service training event for Level 6 to 5 and take the appropriate examination as determined in the criteria set by The Association.
  - Review for promotion to Level 6 or 5 a Referee who was ineligible for consideration in the annual promotion meeting because of shortage of games. Referees who meet the criteria may be promoted to Level 6 or Level 5 with effect from 1 December.
- (e) A Level 7 Referee must officiate as a Referee in a minimum of 20 games in one registration period before applying for promotion. No Affiliated Association may impose any other qualification periods which cause delayed passage through the promotion pyramid.

### Women

- (f) Promotion through the Women's Football pyramid will follow the criteria above, excepting that Referees choosing the women's pathway cannot automatically cross over to the same Men's pyramid classification.

As at 1 June in each year Referee is to be classified as follows;

- |               |   |
|---------------|---|
| International | – FIFA List Referee                             |
| Level 1W      | – Women's Super League Referee                  |
| Level 2W      | – Women's Championship Referee                  |
| Level 3W      | – Women's National Referee                      |
| Level 4W      | – Women's Regional Referee                      |
| Level YW      | – Women's Youth Referee (14 or 15 years of age) |

International Level - annual nomination by The Association to FIFA, selected from those eligible Referees as at the date of nomination determined by FIFA. Nominees must operate regularly at the highest level of the national women's competition.

Level 1W – Referees who have been promoted from Level 2W for outstanding ability as determined by The Association.

Level 2W – Referees who have been promoted from Level 3W for outstanding ability as determined by The Association.

Promotion to Level 1W and Level 2W will be based on a Referee's practical performance on the field of play by considering the criteria determined as follows:

- Observer reports on a minimum of three games on competitions as determined by The Association.
- Club marks from competitions over the age of 16 years over a minimum of 20 games (a minimum of 70% must be in women's competitions) officiated in as a Referee in the marking season.
- Attending at least one women's football in-service training event.
- Successful completion of a written examination as determined by The Association.
- Successful completion of a fitness test as determined by The Association.

Referees will be required to complete successfully an annual fitness test and other criteria as determined by The Association prior to having their classification confirmed. On initial selection for promotion to a higher Level, Referees may be required to attend an interview to ascertain their suitability against criteria determined by The Association. The Association will determine the acceptable number of matches required for consideration to be selected for Levels 2 and above.

### Level 3W

Promotion from Level 4W to Level 3W shall be based on a Referee's practical performance on the field of play by considering the criteria determined as follows:

- Observer reports by Observers on a minimum of three games.
- Club marks from competitions over the age of 16 years over a minimum of 20 games (a minimum of 70% must be in women's competitions) officiated in as a Referee in the marking season.
- Completion of at least 5 games as an Assistant Referee.
- Attendance at at least one in-service training event
- Successful completion of a written examination as determined by The Association.

Trainee Referees undertaking the FA Basic Referee Course must be registered as Level 7 by the end of module 3. A Level 7 Referee will automatically become a Level 4W Referee (16 years of age or over) or Level YW (14 or 15 years of age) upon successful completion of the FA Basic Referee Course

A Level YW Referee will automatically become a Level 4W Referee on reaching the age of 16.

## REFEREES

### Futsal

#### International FIFA List Referee

Annual nomination by The Association to FIFA, selected from those eligible Futsal Referees as at the date of nomination determined by FIFA. Nominees must operate regularly on the FA Futsal National League competitions.

**FR1** – Officiates all National competitions and Home internationals (if FIFA fitness test has been passed)

Promotion from Level 2 to 1 shall be based on the following criteria:

- Successful completion of a fitness test as determined by The Association.
- Successful completion of a Laws of the Game examination.
- Attendance at in-service training events as determined by The Association.
- Officiate at least 50% of games in the playing season.
- Attain Observer Report average as determined by The Association..

**FR2** – Officiates FA National League 2 and below; and BUCS Premier Leagues and below

Promotion from Level 3 to 2 shall be based on the following criteria:

- Successful completion of a fitness test as determined by The Association.
- Successful completion of a Laws of the Game examination.
- Attendance at in-service training events as determined by The Association.
- Officiate at least 50% of games in the playing season.
- Attain Observer Report average as determined by The Association.

**FR3** – Officiates FA National League 3 and below; and BUCS Tier 2 competitions

Promotion from Level 4 to 3 shall be based on the following criteria:

- Successful completion of a Laws of the Game examination.
- Have a minimum of one year's experience as a Futsal Referee.

**FR4** – Officiates County Futsal leagues and other sanctioned competitions

Reclassification from FRY upon reaching the age of 16.

A FRT referee will automatically become FR4 upon successful completion of the FA Futsal Referee Course.

**FRY** – Officiates FA and County FA Youth competitions

**FRT** – Officiates County Futsal leagues and other sanctioned competitions

A Level 7 Futsal Trainee Referee will automatically become a Level 5 Referee (16 years of age or over) or Level 6 (14 or 15 years of age) upon successful completion of the Futsal Referee Training Course.

## 5. COMPETITIONS

- (a) Affiliated Associations must advise successful candidates of the result of the initial examination, in writing, as well as providing them with details of local competitions on which they are eligible to officiate.
- (b) Referees under the age of 16 are only eligible to officiate in competitions where the players' age band is at least one year younger than the age of the Referee. e.g. a 15 year old referee may only referee in competitions where the age banding is 14 or younger. This also applies to those mentioned in regulation 1(a) regarding unregistered and or unqualified Referees.

- (c) Referees under the age of 16 must not participate either as a Referee or Assistant Referee in any open age competition. This also applies to those mentioned in regulation 1(a) regarding unregistered and/or unqualified Referees.
- (d) The Association will advise Affiliated Associations annually of those Competitions, and the recognised Leagues and divisions, which have been granted Supply League status.
- (e) A Competition acting alone may not suspend a Match Official from its List at any time during the playing season (such power resting solely with The Association, Affiliated Association or Service Association as appropriate under Regulation 7 below).

A Competition can only remove a Match Official from its List during the season with the written approval and permission of the Association or the Parent Association of the Match Official.

A Competition may remove a Match Official from its List as part of the Annual Review and must provide reasons for the removal to the Parent Association of the Match Official.
- (f) The practical performance on the field of play of Match Officials officiating at Supply Leagues and above shall be appraised and reviewed during and at the end of each marking season.

Competitions at Supply Leagues and above are responsible for informing Referees of their performance at regular intervals during the season.

Competitions shall provide annually to The Association or Affiliated Association as appropriate a List of the Match Officials they have appointed with the Marks and Observer reports obtained in accordance with the requirements of paragraph 12 of these Regulations.

All affiliated football clubs are to mark Referees on a scale of 1-100. An example of the marking Guide and form to be used in Supply Leagues is shown at Appendix A. Similarly an example of a marking guide and form for all other affiliated football is shown at Appendix B.
- (g) A Match Official may appeal to the relevant Affiliated or Service Association, or where appropriate The Association, against a decision of a Competition to remove or suspend the Match Official from its List.
- (h) A Competition shall not have the power to act in relation to the Registration of a Referee.

Any allegation of behaviour alleged to constitute a breach under Regulation 7 (a)(i) or (ii) below must be reported to The Association, Affiliated Association or Service Association in accordance with Regulation 7 (c) below.
- (i) Match Officials' Fees and Expenses are set or approved by Affiliated Associations. Match Officials officiating in competitions at Supply League and above may not receive any other financial reward or incentive based on their on field of play performances from any Affiliated Association or Competition, other than the set fees and expenses.
- (j) A Competition may add a new referee to its List for a period not exceeding 6 months, on a probationary basis. By the end of this period of time, the Competition must either confirm the referee as an addition to its List or inform the Parent Association of the Match Official that it will no longer offer them appointments.

## 6. TRAINING

- (a) The Association shall identify the training requirements of Referees at all levels and be responsible for accrediting courses of instruction to meet those requirements.
- (b) Referees will be required to attend accredited training at intervals determined by The Association. Only training delivered by accredited or approved Referee tutors will be valid.
- (c) Training may be delivered, at the appropriate levels, in conjunction with Affiliated Associations, Match Officials' associations or the Referees' Association by Referee tutors accredited or approved by The Association.

### 7. CONDUCT OF REFEREES

- (a) The Association, Affiliated Association or Service Association, as appropriate, shall have the power to act at any time in relation to the registration of a Referee who has:
- (i) less than proficiently applied the Laws of the Game; or
  - (ii) committed a technical irregularity; or
  - (iii) proved to have been concerned as an agent for a Club or a Player in the transfer or attempted transfer and/or engagement of a Player; or
  - (iv) wilfully mis-stated his/her age, or, date of birth; or
  - (v) as a player, violated the Laws of the Game to such a degree that a Regulatory Commission or a Disciplinary Committee subsequently imposes a penalty of suspension from playing; or
  - (vi) been found to have committed an act of Misconduct (as defined in and) pursuant to the Rules of The Association or an Affiliated Association or Service Association; or
  - (vii) a Football Banning Order imposed on him or her; or
  - (viii) has not acted in the best interests of the game.

(b) Only The Association, Affiliated Association or Service Association may act in relation to the Registration of a Referee. Such action may only be taken by its Referees' Committee. Where an alleged breach of Regulation 7(a) is committed by a Referee whilst acting as a Match Official in any capacity (on or off the field) the matter will be dealt with by a Referees' Committee or Commission thereof except where a charge is brought under FA Rule E. A Regulation 7(a) breach can only be subject to a charge under FA Rule E if brought by, or after consultation with, The Association. Where a charge is raised under FA Rule E, and in all other circumstances, the Referee will be dealt with by a Disciplinary or Regulatory Commission as any other Participant.

(c) Any behaviour alleged to constitute a breach under 7(a) (i) or (ii) above must have been notified to, or otherwise come to the attention of The Association, Affiliated Association or Service Association within 14 days of the relevant incident(s) for such to be acted upon under 7(a).

(d) A technical irregularity under 7 (a)(ii) above shall be any failure by a Referee to meet any requirement imposed on, or notified to, a Referee by The Association, Affiliated or Service Association as appropriate from time to time.

A "technical irregularity" includes, but is not in any way limited to, any failure to comply with administrative requirements imposed on a Referee such as the requirements to file reports, answer correspondence, attend match venues or disciplinary or regulatory hearings at a particular time, etc or any breach of Regulation 10 or 13.

(e) Where a Referee is alleged to have breached 7(a) (i) – (viii) above, the Referees' Committee shall advise the Referee, in writing, of the relevant allegation(s) and supporting facts and state that the matter will be considered by the Committee or a duly appointed Commission thereof.

The Referee shall respond within 14 days and may either:

- (i) deny the allegation(s), setting out a statement of his case; or
- (ii) request a personal hearing, in which case a fee of £25 must accompany the request; or
- (iii) admit the allegation(s). A Referee who admits the allegation(s) may set out any submissions which he wishes the Referees' Committee to consider when considering what, if any, action to take. The Referee may also request a personal hearing as above.

In considering any allegation at a personal hearing, a Referees' Committee or Commission thereof, may adopt such procedures as it considers appropriate and expedient for the determination of the matter brought before it; and shall not be bound by any enactment of rule or law relating to the admissibility of evidence in proceedings before a court of law.

### Guide to Procedures at Personal Hearings

The following may be used as a guide to the procedures to be followed at a personal hearing, unless the Referees' Committee or Commission consider it appropriate to amend them:

- (a) The allegation(s) will be read out to the Referee, who will be asked if the allegation(s) are admitted or denied.
- (b) Evidence in support of the allegation(s) to be called.
- (c) Evidence in response to the allegation(s) to be submitted by the Referee, who may, with the permission of the Referees' Committee or Commission, be accompanied by a representative. (Any such representative shall not be permitted to give evidence as a witness).
- (d) The Referees' Committee or Commission and the Referee (as appropriate) shall be entitled to ask questions of any witness giving evidence in support of the allegation(s). The Referees' Committee or Commission shall be entitled to ask questions of the Referee, who may give evidence in defence of the allegation(s).

The Referees' Committee or Commission may draw such inferences as it considers appropriate from the failure of the Referee to give evidence or answer a question.

- (e) In the event of evidence submitted in answer to the allegation(s) disclosing a point which the Referees' Committee or Commission considers was not covered in the evidence of, or not put to, any witness in support of the allegation(s), the Referees' Committee or Commission may recall and ask questions of such witness. The Referee or relevant representative may also ask questions.
- (f) After the evidence has been completed to the satisfaction of the Referees' Committee or Commission, the Referee or representative shall be entitled to make submissions based upon the evidence, but this may not include reference to facts not disclosed in the evidence presented to the Referees' Committee or Commission. At the conclusion of the submissions all persons shall withdraw whilst the Referees' Committee or Commission considers the evidence and submissions presented to it and determines whether the allegation(s) has been proved or not. After reaching a decision, the Referees' Committee or Commission shall recall the Referee and any representative, and announce whether the allegation(s) have proved or not proved. The decision shall be subsequently confirmed in writing. As an alternative the Referees' Committee or Commission may, where it considers it appropriate, not announce its decision at the meeting but inform the Referee that such a decision will be communicated in writing.
- (g) Where the Referees' Committee or Commission find the allegation(s) proved, it shall have the power to act in relation to the Registration of the Referee as it considers appropriate. This may include, but is not limited to, censure, a period of remedial training, suspension or removal of Registration.
- (h) A Referee may be dealt with in the normal course as a participant for any alleged Misconduct (i.e. by a Regulatory Commission or another Disciplinary Commission as appropriate), in addition to having issues relating to the Registration as a Referee considered by The Association, Affiliated Association or Service Association through its Referees' Committee in relation to the same behaviour. In such cases, a charge of Misconduct shall be considered before any matter relating to the issue of Registration is dealt with by the Referees' Committee under Regulation 7 (a)(vi).

Action in respect of the Registration of Match Officials appointed to Competitions of The Association and other Competitions including Contributory League Level and above in the Order of Precedence (Section 9) will be considered by the appropriate committee of The Association.

## REFEREES

- (i) In circumstances where it is considered appropriate, the Referees' Committee may order that the Registration of a Referee be suspended with immediate effect, pending determination of a charge of Misconduct or pending the determination of a charge under 7(a)(i) or (ii) above and in the latter case the reason for such suspension is to be notified to the Referee in writing and reported to the Commission hearing any resultant charge.

### 8. APPEALS AGAINST DECISIONS OF A REFEREES' COMMITTEE OR COMMISSION THEREOF

- (a) Where The Association or an Affiliated or Service Association, through its Referees' Committee, makes an order in relation to the registration or classification of a Referee there shall be a right of appeal by the Referee against the decision.

Where the order is made under Regulation 7, the appeal procedure is outlined below. In all other cases the appeal shall follow the procedure determined by the appropriate body i.e. The Association, Affiliated Association or appointing authority.

- (b)
  - (i) Notice of an appeal against a decision of a Referees' Committee or Commission thereof made under Regulation 7 must be lodged with The Association or appropriate Affiliated Association within 14 days of notification of the decision appealed against, accompanied by a fee as determined by The Association.
  - (ii) An Appeal shall be considered by an "Appeals Panel" comprising Members of the Council of The Association or appropriate Affiliated Association established specifically to deal with appeals from decisions under Regulation 7, none of whom shall have been party to the original decision. A decision of the Appeals Panel shall be final and binding.
  - (iii) The Notice of Appeal must:
    - (1) identify the specific decision(s) being appealed
    - (2) set out the grounds of appeal; and
    - (3) set out a statement of the facts upon which the appeal is based.
  - (iv) The grounds of appeal shall be that the body whose decision is appealed against:
    - (1) misinterpreted or failed to comply with any rules or regulations relevant to its decision; and/or
    - (2) came to a decision to which no reasonable such body could have arrived at; and/or
    - (3) made an order, which is excessive.
  - (v) The Appeals Panel may adopt such procedures as it considers appropriate and expedient for the just determination of an appeal brought before it, and shall not be bound by any enactment or rule of law relating to the admissibility of evidence in proceedings before a court of law.

The following is set out as a guide to the conduct of a hearing before the Appeals Panel:

- (1) The Appellant to address the Appeals Panel, summarising its case;
- (2) The Respondent to address the Appeals Panel, summarising its case;
- (3) The Appeals Panel may put questions to the parties at any stage;
- (4) The Respondent to make closing submissions;
- (5) The Appellant to make closing submissions;
- (6) The Appellant and the Respondent to withdraw whilst the Appeals Panel considers the submissions and determines the matter.



- (7) The Appellant and the Respondent to be recalled and the decision and any orders consequential to it announced to both parties. Alternatively, where it considers it appropriate, the Appeals Panel may decide not to announce its decision, but make it known at a later date, in writing. In any event, the Appeals Panel shall publicise a written statement of its decision (see 8(b)(ix) below).
- (vi) The Appeals Panel shall proceed in the absence of any party, unless it is satisfied that there are reasonable grounds for the failure of the party to attend, and shall do so in such manner as it considers appropriate.
- (vii) A decision of the Appeals Panel shall be final and binding and there shall be no right of further challenge.
- (viii) The Appeals Panel shall have power to:
  - (1) allow or dismiss the appeal; or
  - (2) remit the matter for re-hearing by the Referees' Committee; or
  - (3) exercise any power which the body against whose decision the appeal was made could have exercised; or
  - (4) make any further or other order considered appropriate, either generally, or for the purpose of giving effect to its decision. Any fee may be returned or forfeited, in whole or in part, at the discretion of the Appeals Panel, who shall also have the power to determine by whom the costs of the appeal shall be borne.
- (ix) As soon as practicable after the hearing, the Appeals Panel shall publish a written statement of its decision, which shall state:
  - (1) the names of the parties, the decision(s) appealed against and the grounds of appeal;
  - (2) whether or not the appeal is allowed; and
  - (3) the order(s) of the Appeals Panel.

The written statement shall be signed and dated by the chairman of the Appeals Panel and be the conclusive record of the decision.

### 9. APPOINTMENTS

- (a) Registered Referees shall not officiate in any Competition, which is not sanctioned, or match in which unaffiliated clubs compete.
- (b) The "Order of Precedence" of appointments, whether as a Referee or Assistant Referee shall be as follows:
  - (1) The FA Challenge Cup Competition and The FA Women's Challenge Cup Competition (Fourth Round Proper onwards);
  - (2) The Premier League;
  - (3) EFL;
  - (4) The FA Women's Super League and The FA Women's League Cup;
  - (5) The FA Challenge Trophy Competition;
  - (6) The FA Challenge Vase Competition;
  - (7) Affiliated Association Cup Competitions\*
  - (8) The Panel Leagues and The FA Women's Championship;
  - (9) The FA Youth, FA County Youth Challenge Cup Competitions and The FA Women's Challenge Cup (prior to Fourth Round Proper).

## REFEREES

- (10) Contributory Leagues (recognised divisions only), National League Systems Cup and FA Sunday Cup
- (11) Supply Leagues (marking divisions only)
- (12) Non Supply League divisions operating at Step 6 in the National League System
- (13) Senior County Leagues
- (14) Intermediate County League
- (15) Women's National League and Cup
- (16) Women's Regional League and Cup
- (17) County Junior Leagues
- (18) County Women's Leagues and Cup
- (19) All other competitions, including Youth Competitions

*\*Affiliated Association appointments only take precedence over Panel Leagues, The FA Youth and FA County Youth Challenge Cup Competitions, Contributory League and Supply League appointments. If the appointment is in the Affiliated Association's nominated Senior Cup Competition or in the Semi-final and/or Final of any other Affiliated Association Competition whether the appointment is as a Referee or an Assistant Referee.*

*\*\*Fourth Officials where appointed do not form part of the Order of Precedence and usually do not take precedence over an active appointment.*

- (c) Referees must attend personal hearings when required to do so. At Contributory Level or above Match Officials' appointments already received, take precedence over requests to attend personal hearings. On receipt of notification of a personal hearing Referees must close the date with all appropriate competitions.
- (d) Where release from an appointment is required to enable a Referee to take a more senior appointment at least four days' notice must be given to the relevant Affiliated Association or competition by the association or competition requesting the release. Where fewer than four days' notice is given, The Association or Competition must obtain permission from the Affiliated Association or Competition for the Referee to be released.
- (e) Once The Association or an Affiliated Association has appointed a Match Official if, subsequently, the match is postponed, abandoned or results in a draw and the rearranged fixture is then scheduled to take place less than four complete days from the date of the original match, The Association or Affiliated Association appointment will take priority over any other appointment already accepted by the Referee from a competition lower in the order of precedence, unless The Association or Affiliated Association waive their right to the services of the match official so appointed.
- (f) "Fourth Officials" are appointed to certain rounds of FA Competitions, Premier League and EFL matches and associated Competitions, and the Panel Competitions. The duties and responsibilities of the Fourth Official are detailed in the Laws of the Game and in the Competition Rules. Such appointments form part of the Order of Precedence within the Competitions listed above.
- (g) Reserve Assistant Referees may only be appointed in FA, Premier League and EFL Competitions, with the approval of The Association. They have no duties other than to replace an official who is unable to officiate.
- (h) With the exception of appointments made by The Association, Referees must obtain permission from their Parent Association (or County Association), or The Association in order to officiate in matches outside the United Kingdom.

### 10. CONFLICTS OF INTEREST

A Referee shall at all times act impartially. Where a Referee believes that there is a material interest conflicting with the duties and obligations of a Match Official and any appointment, then the Referee shall decline to act or officiate and declare it to the appointing authority (whose decision in relation to any dispute or difference in such matters shall be final and binding).

### 11. REFEREES' UNIFORMS

- (a) (i) All Match Officials in Competitions under the jurisdiction of The Association and Affiliated Associations must wear uniforms comprising a plain shirt which shall be almost entirely black with a white or black collar and black shorts. Socks will be black; the sock top will be black, white or the colour of the shirt or its collar. Affiliated Associations may give permission for Referees to wear non-black shirts in a Competition which the Affiliated Association organises and/or sanctions. The shirt(s) must be almost entirely of a single colour. Where a Competition appoints neutral assistant referees, only one non-black coloured shirt is permitted; the colour must be designated and competition rules must ensure that the match officials can wear black or the designated colour without clashing with the Players.
- (ii) Referees' uniforms must not carry any form of advertising.
- (b) Headgear may be worn in extreme weather conditions. It must be plain black and not restrict the vision of the Match Official.
- (c) The following Competitions may be exempt from (a) above, on application to The Association subject to the conditions below:
- The FA Women's Super League and The FA Women's Championship
  - The Premier League
  - EFL
  - Competitions of Panel and Contributory League Status

Application must be submitted annually prior to 1 May for the following season. Approval will be considered only for shirts that are almost entirely of a single colour and where the competition confirms to The Association that all Match Officials will be provided with shirts, shorts and socks free of charge.

- (d) Match Officials officiating in FA Competition matches are required to wear the FIFA or Football Association badge (where awarded) or the badge of their Affiliated Association. No other competition badge should be worn.
- (e) Advertising and branding on Match Officials' uniforms (where permitted in accordance with subparagraph 11(c) above) must be in accordance with The Association's Regulations relating to advertising on the clothing of Players, Club Officials and Match Officials.

## REFEREES

### 12. RETURNS

- (a) Annually, in accordance with the instructions of The Association issued from time to time, competitions shall provide to The Association or appropriate Affiliated Association lists of Match Officials used. Such lists shall include the marks awarded by clubs, and Observer reports where appropriate, during the specified period, together with any other information required.
- (b) Not later than the date decided by The Association, Affiliated Associations shall nominate suitable Referees for consideration by The Association for selection to the Contributory League Assistant Referees List.
- (c) Competitions that are required to administer fitness tests must submit the results to The Association and the Referee's Parent Affiliated Association.

### 13. CODES OF CONDUCT

Match Officials shall be bound by Codes of Conduct such as are instructed by The Association from time to time (Appendix C).

### 14. REPORTING MISCONDUCT

- (a) Referees must submit full details on all matters of misconduct, sendings off and cautions only to the appropriate Association or Affiliated Association responsible for administering misconduct and not to any other organisation or Competition.
- (b) Referees may include on the normal Competition match report forms the names and club details of those personnel reported for misconduct but must not include any details of the incident and for all on-field offences they can only report the name of the player/players cautioned/sent off, the club, the time of offence and the relevant FA offence code.
- (c) Should any match official be approached to supply any details, they should immediately report the matter to the Association or Affiliated Association.

## GUIDE TO MARKING

The mark awarded by a club must be based on the Referee's overall performance. It is most important that the mark is awarded fairly and not based upon isolated incidents or previous games. The Referee's performance should be determined by the table below which should act as a guide for the overall mark which should fall within the mark range for each standard of performance.

Mark Range	Comment
100-86	The Referee demonstrated very accurate decision-making and controlled the game very well using management and communication skills effectively to add value to the game.
85-76	The Referee demonstrated accurate decision-making and controlled the game well using management and communication skills to contribute positively to the game.
75-61	The Referee demonstrated reasonably accurate decision-making and despite some shortcomings generally controlled the game well.
60 and below	The Referee demonstrated shortcomings in the accuracy of decision-making and control which affected the game.

### Notes

- Club officials should use the full range of marks within each category to help distinguish between different performance levels, e.g. within the 85-76 category a mark of 84 indicates a better performance than a mark of 77.
- While some Referees may have below average performances, there will usually have been some positive aspects of their performance, so extremely low marks should be very rare.
- When club officials are marking a Referee, they should always look at the game as a whole and not isolated decisions. The result of the match should not influence the mark and disciplinary action should be judged objectively.
- When a mark of 60 or lower is awarded, an explanation must be provided to the Competition using the box provided on the marking form. The purpose of this is to assist Referees to improve their performance levels, so the comments should be as helpful as possible.

### HOW TO DECIDE ON THE REFEREE'S MARK

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The following questions focus on the key areas of a Referee's performance. They are intended as an "aide memoire", are not necessarily comprehensive and need not be answered individually. It is, however, worth considering them before committing yourself to a mark for the Referee.

#### CONTROL AND DECISION MAKING

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- How well did the Referee control the game?
- Were the players' actions recognized correctly?
- Were the Laws applied correctly?
- Were all incidents dealt with efficiently/effectively?
- Were all the appropriate sanctions applied correctly?
- Was the Referee always within reasonable distance of incidents?
- Was the Referee well positioned to make critical decisions, especially in and around the penalty area?
- Did the Referee understand the players' positional intentions and keep out of the way accordingly?
- Did the Referee demonstrate alertness and concentration throughout the game?
- Did the Referee apply the use of the advantage to suit the mood and temperature of the game?
- Was the Referee aware of the players' attitude to advantage?
- Did the Referee use the assistants effectively?
- Did the officials work as a team, and did the Referee lead and manage them to the benefit of the game?

### COMMUNICATION AND PLAYER MANAGEMENT

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- How well did the Referee communicate with the players during the game?
- Did the Referee's Level of involvement/profile suit this particular game?
- Did the Referee understand the players' problems on the day – e.g. difficult ground/ weather conditions?
- Did the Referee respond to the changing pattern of play/mood of players?
- Did the Referee demonstrate empathy for the game, allowing it to develop in accordance with the tempo of the game?
- Was the Referee pro-active in controlling of the game?
- Was the Referee's authority asserted firmly without being officious?
- Was the Referee confident and quick thinking?
- Did the Referee appear unflustered and unhurried when making critical decisions?
- Did the Referee permit undue questioning of decisions?
- Did the Referee deal effectively with players crowding around after decisions/incidents?
- Was effective player management in evidence?
- Was the Referee's body language confident and open at all times?
- Did the pace of the game, the crowd or player pressure affect the Referee negatively?

### FINAL THOUGHTS

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- Always try to be objective when marking. You may not obtain the most objective view by marking immediately after the game.
- Judge the performance over the whole game. Don't be too influenced by one particular incident.
- Don't mark the Referee down unfairly because your team was unlucky and lost the game or some disciplinary action was taken against your players.

# REFEREES

## APPENDIX A

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### CLUB REPORT ON MATCH REFEREE

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(Supply League)

Form to be completed after every match

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

Competition: \_\_\_\_\_

Home Club

Away Club

\_\_\_\_\_ V \_\_\_\_\_

Referee: \_\_\_\_\_

#### Referee's Performance:

Please tick appropriate box

a) Overall control

Disappointing  Reasonable  Good  Excellent

b) Overall decision making

Disappointing  Reasonable  Good  Excellent

c) Communication and Player Management

Disappointing  Reasonable  Good  Excellent

Mark out of 100

#### Section 3: **Additional Comments** (Continue Overleaf if necessary)

If any area is marked "disappointing", or the mark awarded is 60 or less, detailed, constructive comments which could help improve the Referee's future performances are required.

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Name (please print): \_\_\_\_\_

Position held in Club: \_\_\_\_\_ Signature: \_\_\_\_\_

Please return to: \_\_\_\_\_

within 48 hours of the match.



**APPENDIX B**

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**CLUB MARKING OF REFEREES**

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Both teams are required to award the Referee a mark in all matches on a scale 1-100 based on the following guide:

Date: \_\_\_\_\_ Competition: \_\_\_\_\_  
Home Club \_\_\_\_\_ Away Club \_\_\_\_\_  
\_\_\_\_\_ V \_\_\_\_\_  
Referee: \_\_\_\_\_

**Overall control and decision making:**

The mark must reflect the Referee’s overall Level of control, accuracy of decision making and management of and communication with players. When deciding on a mark consideration should be given to such aspects of the Referee’s performance as: impartiality, confidence, fitness, positioning, signalling, use of advantage, handling of major incidents.

A mark between 91-100 would be regarded as ‘excellent’

A mark between 71 and 80 would represent the standard expected

Our club awards an overall mark of  out of 100

When awarding a mark of 60 or less, an explanation must be provided in the box below to the League/Competition with comments which could help the Referee improve future performances.

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(Signed): \_\_\_\_\_

(Secretary): \_\_\_\_\_

Club: \_\_\_\_\_

### APPENDIX C

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#### MEMORANDUM OF AFFILIATED ASSOCIATION RESPONSIBILITIES FOR REGISTERED REFEREES

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Affiliated Associations must provide, as a minimum, the following for Referees administered by them:

##### **Allocation to Leagues**

The Association is responsible for the allocation of Referees promoted to, or serving on, the National Contributory Leagues List of Assistant Referees to a suitable Supply League on which to referee. The allocation of Referees to officiate as Assistant Referees in the recognised division of one Supply League only, in which teams from the Affiliated Association operate, is the responsibility of the Affiliated Association to ensure that local football is not deprived of Referees.

Referees successfully completing the Referee Course are to be advised in writing, in accordance with the Regulations for the Registration and Control of Referees, of the leagues on which they may operate.

##### **Appointments**

Affiliated Associations make appointments to their individual Competitions. In addition, they are invited to make nominations in respect of FA Competitions at the request of The Association's Refereeing Department.

##### **Benevolent Scheme**

Affiliated Associations are encouraged to make available access to any Benevolent Scheme it runs to Referees. They may also access, on behalf of a Referee, The Football Association Benevolent Fund.

##### **County Football Association Badge**

The Regulations for the Registration and Control of Referees require Referees to wear the badge of the County FA who administers his registration on FA Competitions, where such a badge is available. This provides County identity for Match Officials when operating both within and outside their Affiliated Association boundary. Affiliated Associations should make the County FA badge available to Referees.

##### **County Football Association Handbook**

Affiliated Associations should provide, as a minimum, the County Cup Competition Rules, details of Club Secretaries and details of grounds/match venues.

##### **General Advice**

General advice and guidance on all football related matters should be communicated by the Affiliated Association to those Referees it administers.

##### **In-Service Training**

Referees at Level 4 and below are provided with in-service training by Affiliated Associations. In-service training for Referees in the promotion scheme is mandatory in accordance with the Regulations for the Registration and Control of Referees and may be co-ordinated in conjunction with National Referee Managers. Other in-service training (i.e. Supply League Referees, Pre-Cup Final training, assessor training, etc) should be provided for Referees as appropriate. Funding may be accessed to meet some of the training and development needs.

##### **Laws of the Game**

All referees must be provided with a current edition of the Laws of the Game by their Parent Association and any Law amendment bulletin published by The Association.

##### **Legal Advice**

Affiliated Associations may assist in the provision of legal advice where appropriate to Referees. This could involve seeking advice from The Association on behalf of the Referee in certain circumstances.

##### **Liaison with the National Referee Managers**

Affiliated Associations should make every use of the services of the National Referee Managers in the support of its responsibilities for registered Referees as outlined in this Memorandum.

### **Licensed Referee Tutor Courses**

Affiliated Associations should identify those candidates it considers suitable to attend Licensed Referee Tutor Courses in accordance with the criteria notified by The Association from time to time. The Association makes financial provision for these courses.

### **Mentor Scheme**

Affiliated Associations are required to provide Mentor support for Referees undertaking the Referee Course (previously the Basic Referee Course). It is recognised that mentoring is an aid to retention and Affiliated Associations are encouraged to extend the service to other Referees wherever possible.

### **Monitoring of Financial Provision**

Affiliated Associations are required to develop and produce a County Development Plan linked to the National Game Strategy which details key initiatives and targets to support recruitment, retention and development of Referees as well as offering details on the financial support provided by The Association. Returns are to be submitted to The Association upon request.

### **Nominations to the Contributory League List**

Affiliated Associations are required to nominate eligible and suitable Referees to join the Contributory League Assistant Referees List from their Senior County Referees on request from The Association's Refereeing Department. Those Referees who are nominated for consideration to the Contributory League Assistant Referees List must have successfully completed the required fitness test as determined by The Association's Referees' Committee from time to time.

### **Personal Accident Insurance**

Affiliated Associations are encouraged to investigate the need for Personal Accident Insurance for Referees.

### **PGMOL**

The Professional Game Match Officials Ltd is responsible for officials operating in the Premier League, EFL and Panel Leagues.

### **Promotion and Assessment Scheme**

Affiliated Associations are responsible for the promotion of Referees up to Level 5 - Senior County Referee, in accordance with the Regulations for the Registration and Control of Referees, by ensuring that Referees are active at the appropriate Level and are regularly assessed. The promotion assessment scheme is part funded by The Association. Senior County Referees and below, outside the promotion scheme, who are administered by their Parent Association should be regularly assessed for development purposes.

### **Public Liability Insurance**

A minimum of £5 million, as recommended by The Association, cover for public liability insurance.

### **Recruitment and Training of New Referees**

The recruitment and training of new Referees is an important area which Affiliated Associations have responsibility towards the development of the future of the game. The Association supports this with provision of financial and material support.

### **Referee Discipline**

The Regulations for the Registration and Control of Referees devolve the responsibility for Referee discipline, of those Referees not operating on the National List of Contributory League Officials or above, to the Referee's Parent Association. Where an alleged offence is committed by a Referee whilst acting as a Match Official in any capacity (on or off the field) the matter will be dealt with by a Referees' Committee or Commission thereof, except where the charge relates to FA Rule E. In this and all other circumstances the Referee will be dealt with as any other Participant. Referees should be made aware of the process by which any acts of misconduct, or indiscipline in relation to their registration, will be dealt with by the Affiliated Association.

## REFEREES

### **Registration**

Registrations for Referees must be in accordance with the Regulations for the Registration and Control of Referees as amended by The Association from time to time. Affiliated Associations will collect the National Registration fee and, where appropriate, any Associate Referee fee levied by them for Referees administered by another Affiliated Association. Except where determined otherwise, Affiliated Associations will be responsible for the provision of CRC and any other checks on Referees as decided by The Association.

### **Safeguarding Children Training**

In accordance with the Rules of The Association, every participant in a position of trust e.g. coach, referee, medic, welfare officer etc... is required to undergo Safeguarding Children Training. The Association's Referees Department and Equality and Child Protection Unit will provide appropriate guidance.

### **Schools of Excellence and Referee Academies**

Affiliated Associations are strongly encouraged to include a School of Excellence (or Referee Academy) for referees.

### **Transfers**

Affiliated Associations are responsible for ensuring that Referees who move to another administrative area are notified to the receiving Association. On receipt of that notification, the receiving Affiliated Association should ensure that the Referee is made aware of the refereeing activities in the County.

# FOOTBALL DEBT RECOVERY REGULATIONS

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The FDR Regulations are applicable to Participants at Steps 5 and below only and The FA Women's Football Pyramid excluding The FA Women's Super League.

Each Affiliated Association shall operate a system to adjudicate upon and facilitate the recovery of Football Debt, which conforms with the FDR Regulations.

Unless otherwise defined in the FDR Regulations, words and expressions shall have the same meaning as set out in the Rules, as amended from time to time.

The following defined terms are used in the FDR Regulations only:

**“Alleged Creditor”** means a Club, Competition or local authority which is allegedly owed a Football Debt by an Alleged Debtor;

**“Alleged Debtor”** means a Player (except Players who are under 18 years old and play in an Under 18 Competition), Club Official, Official, Manager, Match Official, Management Committee Member, or member or employee of a Club which allegedly owes a Football Debt to an Alleged Creditor;

**“Appeal Board”** means the appeal board of an Affiliated Association;

**“Appeal Notification”** means a written and dated notification of the decision of the Appeal Board in respect of a claim;

**“Deadline”** means the expiry date of the 112 day period which commenced when the relevant Football Debt arose;

**“FDR Regulations”** means the Football Debt Recovery Regulations;

**“Football Debt”** means any cost incurred by an Alleged Creditor on behalf of an Alleged Debtor which is (i) equal to or larger than £25 (save for the recovery of disciplinary fines) and (ii) arose directly from football activity including, but not limited to, disciplinary fines and costs, Match fees and costs, Club subscriptions and playing expenses (e.g. pitch hire). For the avoidance of doubt, incidental costs (e.g. fund raising activities) do not fall within the scope of the FDR Regulations. In the event of a dispute as to what constitutes a Football Debt, the relevant Affiliated Association may, in its absolute discretion, determine the matter.

**“Formal Request”** means a written and dated request for payment of a Football Debt;

**“Notice of Appeal”** means a written and dated notice of appeal against a decision of the Affiliated Association in respect of a claim;

**“Notice of Claim”** means a written notice of claim for the recovery of a Football Debt from an Alleged Debtor which is submitted by the Alleged Creditor to the Alleged Debtor's Affiliated Association prior to the Deadline;

**“Notification”** means a written and dated notification of the decision of the Affiliated Association in respect of a claim.

## COMMENCING A CLAIM

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1. In the first instance, an Alleged Creditor must take reasonable steps to recover a Football Debt, including the serving of a Formal Request on the Alleged Debtor.
2. If a Football Debt has not been recovered within 28 days of the date of the Formal Request, the Alleged Creditor may submit a Notice of Claim, provided this is done prior to the Deadline.
3. In order for a Notice of Claim to be valid, an Alleged Creditor must (i) include all relevant details about the Football Debt(s) which is the subject of the claim and the manner in which it is alleged to have arisen and what steps have been taken to recover it; (ii) provide a copy of the Formal Request and; (iii) provide the full name, last known address and date of birth of the Alleged Debtor (if known); (iv) pay an administration fee of £25 in respect of each Football Debt detailed in the Claim at the same time as filing the Notice of Claim. This fee may be added to the total debt claimed from the Alleged Debtor.
4. Upon receipt of a valid Notice of Claim, the Affiliated Association shall take steps to verify whether the Football Debt(s) is payable by the Alleged Debtor to the Alleged Creditor. The Affiliated Association shall provide a Notification to the Alleged Creditor and Alleged Debtor within 21 days of receipt of the Notice of Claim.

# FOOTBALL DEBT RECOVERY REGULATIONS

## PAYMENT OF A CLAIM

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5. If a claim is upheld by the Affiliated Association, the Alleged Debtor must make payment of the Football Debt directly to the Alleged Creditor within 21 days of the date of the Notification.
6. If a claim is partially upheld by an Affiliated Association, the Alleged Debtor must make payment of such proportion of the Football Debt as directed by the Affiliated Association, in its absolute discretion, in the Notification, directly to the Alleged Creditor within 21 days of the date of the Notification.
7. If a claim is rejected by the Affiliated Association, no payment is payable by the Alleged Debtor to the Alleged Creditor.

## APPEALS

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8. If a Claim is upheld or partially upheld by the Affiliated Association, the Alleged Debtor may submit a Notice of Appeal to the Affiliated Association within 21 days of the date of the Notification.
9. If a Claim is rejected or partially upheld by the Affiliated Association, the Alleged Creditor may submit a Notice of Appeal to the Affiliated Association within 21 days of the date of the Notification.
10. In order for a Notice of Appeal to be valid, the Alleged Debtor/Alleged Creditor must (i) detail all relevant reasons why the Notification should be overturned in full or in part; (ii) provide a copy of the Notification and copies of all paperwork previously submitted to the Affiliated Association in respect of the claim; (iii) provide the full name, last known address and date of birth of the Alleged Debtor/Alleged Creditor (if known).
11. Upon receipt of a valid Notice of Appeal, an Appeal Board shall determine, in its absolute discretion, whether to uphold, partially uphold or reject the appeal and shall provide an Appeal Notification to the Alleged Creditor and Alleged Debtor within 21 days of receipt of the Notice of Appeal. The decision of the Appeal Board shall be final.
12. If an appeal is rejected by an Appeal Board, the Appeal Fee shall be retained by the Affiliated Association.
13. If an Appeal Notification directs that the entirety or a proportion of the Football Debt(s) is payable by the Alleged Debtor to the Alleged Creditor, such sum must be paid directly to the Alleged Creditor within 21 days of the date of the Appeal Notification.

## MISCELLANEOUS

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14. If a claim is upheld or partially upheld by an Affiliated Association/Appeal Board and payment of the Football Debt has not been received by the Alleged Creditor within 21 days of the date of the Notification/Appeal Notification, the Alleged Debtor will be automatically suspended from all footballing activity by the Affiliated Association until (i) the sum directed to be paid by the Affiliated Association/Appeal Board has been paid to the Alleged Creditor in full, and (ii) the Alleged Debtor has received notification from the Affiliated Association that the suspension has been lifted. Any Alleged Debtor breaching such a suspension will be liable to be charged under FA Rule E10 of the Rules of The Association.

# YOUTH FOOTBALL

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## REGULATIONS FOR THE CONTROL OF YOUTH FOOTBALL

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(Players under the age of 18 on 31st August in the current season)

1. A County Association may form a County Youth Football Association, or carry out the duties by a Committee of its own association.
2. The constitution of the Youth Association, or Committee, must be submitted to The Association.

## MEMORANDUM: CHILDREN OF SCHOOL AGE AND SCHOOL GAMES

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One of the important aspects of games in school is the opportunity they afford of developing a pupil's sense of loyalty and honour. It is therefore of concern when interest in games outside the school conflict with a pupil's loyalty to the school and/or school organisations' activities.

1. It is usually the pupil of outstanding Football ability whose services are sought by any Club, and the Player is most likely to be a member of the school or association team. While schools' matches are often arranged on Saturday mornings and Club matches take place in the afternoon, it is considered that a player should not play in two matches on the same day, for the one match is likely to affect play in the other.
2. An outside Club or organisation should consult the head-teacher before selecting any child of school age to play for a team, and should accept the head-teacher's decision on these matters. Head-teachers of schools should not restrain pupils, who are not selected for school games of any kind, from playing for an outside organisation during their free time.

# MEMORANDUM ON AREAS AND OVERLAPPING OF ASSOCIATIONS

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(25th August, 1950 and 12th January, 1951)

1. A County Association is not permitted to alter or extend its area without the consent of The Association. Consent shall be given only after a Commission of Inquiry is held at which all parties concerned shall have an opportunity of attending.
2. District, Junior and Youth associations must be Members of a County Association.
3. The playing ground shall constitute the Headquarters of Clubs with the following exceptions:-
  - (a) Clubs concerned with Public Offices, Banks, Railways, Business Houses and similar institutions;
  - (b) Clubs which have not a recognised playing ground;
  - (c) Clubs which cannot obtain a suitable and convenient ground within the area of their County Associations. The Headquarters of the excepted Clubs shall be within the area of the County Association to which they claim to belong.
4. The Membership of Clubs with associations which overlap shall be restricted to the areas determined by the Overlapping Reports of 1908 and 1927 as follows:-

**Amateur Football Alliance** See Note 1.

**Army FA** See Note 1.

**Birmingham County FA** Area: The County of Warwick and 30 miles from Stevenson Place, Birmingham (except that part of the County of Worcestershire which is in the area of the Worcestershire Football Association).

**Cambridge University FC** See Note 1.

**Cheshire County FA** Area: County of Chester. Overlapped by Liverpool County Football Association.

**Derbyshire FA** Area: County of Derby. Overlapped by Sheffield & Hallamshire Football Association.

**Essex County FA** Area: County of Essex. Overlapped by London Football Association.

**Gloucestershire FA and Somerset County FA**

- (a) The boundary of the Gloucestershire Football Association stipulated by the 1908 Overlapping Commission shall remain.
- (b) Clubs whose headquarters are in, and Referees who reside in, that area of the City and County of Bristol which had extended into the County of Somerset since the 1908 Commission's decision, or in any contemplated extension by that administrative body, should affiliate to or register with the Somerset County FA as their parent association and, if they wish, also apply to affiliate to or register with the Gloucestershire FA.

**Hertfordshire FA** Area: County of Hertford, Overlapped by London Football Association.

**Kent County FA** Area: County of Kent. Overlapped by London Football Association.

**Lancashire FA** Area: County of Lancaster. Overlapped by Liverpool County Football Association and Manchester County Football Association. See also Note 3.

**Liverpool County FA** Area: 18 miles in Lancashire and eight miles in Cheshire from Liverpool Town Hall.

**London FA** Area: 12 miles from Charing Cross.

**Manchester County FA** Area: 12 miles from Manchester Town Hall and to be confined to Lancashire.

**Middlesex County FA** Area: County of Middlesex Overlapped by London Football Association.



## AREAS OF OVERLAPPING ASSOCIATIONS

**Nottinghamshire FA** Area: County of Nottingham. Over-lapped by Sheffield & Hallamshire Football Association.

**Oxford University AFA** See Note 1.

**Royal Air Force FA** See Note 1.

**Royal Navy FA** See Note 1.

**Sheffield & Hallamshire FA** Area: 20 miles from Sheffield Parish Church (since 1909 – Sheffield Cathedral).

**Staffordshire FA** Area: County of Stafford. Overlapped by Birmingham County Football Association. See also Note 2.

**Surrey County FA** Area: County of Surrey. Overlapped by London Football Association.

**West Riding County FA** Area: The West Riding of Yorkshire except that part which is in the area of Sheffield & Hallamshire Football Association namely 20 miles from Sheffield Parish Church (Cathedral).

**Worcestershire FA** Area: That part of the County of Worcester south of a straight line from Hagley Railway Station to Barnt Green Railway Station and continued from Barnt Green Railway Station in a straight line to Headless Cross.

5. Where Clubs have a Membership with more than one association, the associations concerned shall appoint a Joint Committee to deal with all matters in dispute except those concerning Cup Competitions.
6. A County Association may accept entries for its Competitions from Clubs having Membership with another County Association provided the assent of that association has been obtained and it shall have control of all matters in connection with the Competitions.
7. A County Association which is overlapped by one or more associations shall notify all its Clubs, Competitions and Referees within its area of their right to affiliate or register with the association concerned.

**Note 1.** The areas of the Services Associations are not defined: those of the Universities refer to persons in residence. The Amateur Football Alliance operates in England. Clubs may be added each year from other associations, but they shall remain in Membership with their County Associations. The Rules of the Alliance shall be in conformity with the Rules and Practice of The Association.

**Note 2.** Walsall & District Football Association became part of Staffordshire Football Association in 1925.

**Note 3.** In agreement with the Cumberland Football Association and the Lancashire Football Association eight clubs in the South Cumberland area of Millom have been placed in Membership with the Lancashire Football Association, for all purposes from the end of season 1969-70.

**Note 4.** In connection with Clause 4 of this Memorandum it has been agreed that, when a Club has to obtain a ground in a neighbouring County, it will remain affiliated with its original County Association.



# Miscellaneous



# STANDARDISED RULES

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These Rules have been compiled by The Football Association for the mandatory use of all sanctioned Competitions at Steps 1 to 6 inclusive of the National League System.

It should be noted that where the Rules have been printed in [ ] they are optional and where a gap has been left the appropriate word, figure or amount needs to be inserted.

Whilst additions may be allowed to the Standardised Rules these must first be approved by The Football Association.

## 1. DEFINITIONS

1.1 In these Rules:

**“Affiliated Association”** means an Association accorded the status of an affiliated Association under the Rules of The FA.

**“AGM”** shall mean the annual general meeting held in accordance with the Articles of the Competition.

**“Appointing Authority”** means [The FA] [the Competition].

**“Articles”** means the Articles of Association of the Company and reference to a number of following the word **“Article”** is a reference to an Article so numbered in the **“Articles”**.

**“Board”** means the Board of Directors of the Company appointed in accordance with the Articles or, in the case of a Competition which is an unincorporated association, the management committee elected to manage the running of the Competition.

**“Board Directive”** means an order or instruction issued by the Board.

**“Bond”** means a sum of money deposited with the Competition as part of the requirements of membership of the Competition.

**“Club”** means a Club for the time being in membership of the Company (including a Club which has had a transfer of membership approved under Rule 2.9 below).

**“Commercial Agreements”** means all or any Agreement or Agreements with any third party including but not limited to broadcasting, media, sponsorship, marketing, merchandising, licensing and advertising, for the general promotion of each or any of the Clubs in the Competition and the Company, and which have the object of promoting the welfare and general commercial interest and increasing the financial resources of each of the Clubs, the Company and the Competition.

**“Company”** means The [ ] Limited, company registration number [ ] which administers the Competition and shall, where the Competition is an unincorporated entity, include that entity.

[**“Company Secretary”** means the person appointed by the Board and registered at Companies House as the Company Secretary of the Company].

**“Competition”** means the [ ] League.

**“Competition Match”** means any match played or to be played under the jurisdiction of the Company.

**“Competition Office”** means the registered Offices or addresses where League business is transacted.

**“Competition Secretary”** means such person or persons appointed or elected to carry out the administration of the Competition.

**“Contract Player”** means any Player (other than a Player on a Scholarship) who is eligible to play under a written contract of employment with a Club.

**“Control”** means the power of a natural person, legal entity or any other body to exercise, or to be able to exercise or acquire, direct or indirect control over the policies, affairs and/or management of a Club, whether that power is constituted by rights or contracts (either separately or in combination) and having regard to the considerations of fact or law involved, and, without prejudice to the generality of the foregoing, Control shall be deemed to include:

- a. the power (whether directly or indirectly and by any means including without limitation by way of those that in the opinion of the Board are acting in concert) to appoint and/or remove all or such of the members of the board of directors of the Club as are able to cast a majority of the votes capable of being cast by the members of that board; and/or
- b. the holding and/or possession of the beneficial interest in, and/or the ability to exercise the voting rights applicable to, shares (or other equity securities) in the Club (whether directly, indirectly (by means of holding such interests in one or more other persons) or by contract including without limitation those that in the opinion of the Board are acting in concert) which confer in aggregate on the holder(s) thereof 30 per cent or more of the total voting rights exercisable at general meetings of the Club;

For the purposes of the above, any rights or powers of a nominee or of an associate (as defined in the Rules of The FA Challenge Cup) of a person shall be attributed to that person.

**“Criteria Document”** means the document entitled “National Ground Grading Document” issued by The FA from time to time and shall, unless stated to the contrary, mean the latest edition of the document.

**“CVA”** shall mean an agreement reached by a Club under a Company Voluntary Arrangement (under the Insolvency Act 1986) or a Scheme of Arrangement (under the Companies Act 1985 or Companies Act 2006).

**“Day”** means any day on which the Competition Office is open for normal business but excluding, unless the Board determines otherwise, a Saturday, a Sunday or a Bank or Public Holiday.

**“Embargo”** means a ban placed by the Board on a Club in respect of player registrations, as more fully defined in Appendix H.

**“Embargoed Club”** means any Club subject to an Embargo.

**“Fees Tariff”** means a list of fees approved by the Company at a general meeting to be levied by the Company for any matters for which fees are payable under the Rules.

**“FIFA Quality Concept”** means the:

- a. FIFA Quality Concept Handbook of Requirements for Football Turf Surfaces (January 2012 Edition); and
- b. FIFA Quality Concept – Handbook of Test Methods for Football Turf (January 2012 Edition), and any amendment or modification thereof.

**“FIFA Recommended One / IATS or Two Star Certificate”** means the certificate of that name awarded by FIFA following compliance with the applicable requirements of the FIFA Quality Concept.

**“Fines Tariff”** means a list of fines approved by the Company at a general meeting to be levied by the Company for any breach of the Rules.

**“Football Creditor”** means any one of the following:

- The Football Association Limited.
- Any Club affiliated with an Affiliated Association.
- Any League sanctioned by The Association or an Affiliated Association.
- Any full time or part time employee of a Club, or former full time or part time employee of a Club, in respect of sums due to such person by way of arrears of remuneration or expenses. This excludes for these purposes all and any claims for redundancy, unfair or wrongful dismissal or other claims arising out of the termination of the contract or in respect of any period after the actual date of termination.
- The Professional Footballers’ Association Limited.
- The Football Foundation.
- Any Affiliated Association.
- Any pension scheme or plan administered by or on behalf of the Competition.

**“Football Turf (3G) Pitch (FTP)”** means a field of play (as that term is defined in the Laws of the Game) that has, following installation and prior to the commencement of each subsequent Playing Season, been awarded the relevant FIFA Performance requirement (FIFA Two and One Star or Pro and Quality) and which otherwise conforms to the requirements of the Laws of the Game.

**“Grass Pitch”** means a field of play (as that term is defined in the Laws of the Game) that is natural grass, predominantly natural grass or intended to be predominantly natural grass and which conforms to the requirements of the Laws of the Game.

**“Ground”** means the ground on which the Club’s first team plays its Competition fixtures.

**“Insolvency Event”** means any one of the following:

- a. entering into a Company Voluntary Arrangement pursuant to Part 1 of the Insolvency Act 1986 (“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; or
- b. lodging a Notice of Intention to Appoint an Administrator or Notice of Appointment of an Administrator at the 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 in respect of it (“Administrator” and “Administration Order” having the meanings attributed to them respectively by paragraphs 1 and 10 of Schedule B1 to the 1986 Act); or
- 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 Board, are material to the Club’s ability to fulfil its obligations as a member of the League; or
- d. shareholders passing a resolution pursuant to section 84(1) of the 1986 Act to voluntarily wind up; or
- e. a meeting of creditors is convened pursuant to section 95 or section 98 of the 1986 Act; or
- 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; or

- g. ceasing or forming an intention to cease wholly or substantially to carry on business save for the purpose of reconstruction or amalgamation or otherwise in accordance with a scheme of proposals which have previously been submitted to and approved in writing by the Board; or
- h. being subject to any insolvency regime in any jurisdiction outside England and Wales which is analogous with the insolvency regimes detailed in (a) to (g) above; and/or
- i. have any proceeding or step taken or any court order in any jurisdiction made which has a substantially similar effect to any of the foregoing.

**“Intermediary”** means any natural or legal person who carries out or seeks to carry out Intermediary Activity and has registered with The Association in accordance with The FA Intermediaries Regulations.

**“Intermediary Activity”** means acting in any way and at any time, either directly or indirectly, for or on behalf of a Player or a Club in relation to any matter relating to a Transaction. This includes, but is not limited to, entering into a Representation Contract with a Player or a Club. For the avoidance of doubt, a Club Official is not acting as an Intermediary when he carries out any Intermediary Activity in relation to any matter relating to a Transaction for or on behalf of that Club. Similarly, a Lawyer is not acting as an Intermediary when he solely and exclusively undertakes or provides Permitted Legal Advice in relation to any matter relating to a Transaction.

**“Long Term Loan”** means a loan transfer in excess of 93 days of a Player who is a qualifying Player within the terms of the Rules.

**“Match Officials”** means the referee, the assistant referees and any fourth official appointed to a Competition Match.

**“Membership Year”** means the period in each calendar year from the holding of one annual general meeting of the Company to the holding of the next annual general meeting.

**“National League System”** means the system of competitions controlled by the FA where promotion and relegation links exist between participating Leagues.

**“Non Contract Player”** means any Player (other than a Player on a Scholarship) who is eligible to play for a Club but has not entered into a written contract of employment.

**“Officer”** means an individual who is required to make an Owners’ and Directors’ Declaration by The FA.

**“Owners’ and Directors’ Declaration”** means a declaration to The FA required from an Officer from time to time.

**“Paid in Full”** shall mean when a Club has either:

- paid (in cleared funds) to the supervisor of its CVA or its administrator, sufficient funds to pay all its creditors in full (100p in the £) and to cover the costs of the CVA or the administration and confirmation of this fact has been received in writing from the supervisor/administrator; or
- paid (in cleared funds) sufficient to settle in full (100p in the £) any debts owed to creditors outside a CVA.

**“Participant”** shall be as defined in the Rules of The FA

**“Pitch”** means a Grass Pitch or Football Turf Pitch.

**“Pitch Test”** means the test(s) conducted by a FIFA accredited field test institute or UKAS accredited test institute in accordance with the requirements of the FIFA Quality Concept or IATS.

**“Player”** means any Contract Player, Non Contract Player or other Player who plays or who is eligible to play for a Club.

## STANDARDISED RULES

**“Playing Season”** means the period between the date on which the first league fixture in the Competition is played each year until the date on which the last league fixture in the Competition is played. For Clubs participating in play off matches this does include the period when play off matches are played.

**“Play Off Position”** means the position of a Club in the table at the end of each Playing Season which is provided for in Rule 12 as qualifying the Club to take part in a play off match to qualify for promotion to the next step of football for the next Playing Season.

**“Rules”** means these rules under which the Competition is administered.

**“Satisfied”** shall mean that a creditor has consented, and provided evidence of such, to accept a sum in full and final settlement of its debt from a Club. For the avoidance of doubt, a vote to approve a Company Voluntary Arrangement (‘CVA’) by the creditors of a Club, held in accordance with Insolvency Law in operation from time to time, shall deem those debts admitted to the CVA as being Satisfied. The Board shall determine at its absolute discretion whether an amount is satisfied under the Rules.

**“Scholar”** means a player aged sixteen or over who has signed a Scholarship with a Premier League or Football League Club or licensed National League Club, and who has completed a registration form for Scholars in accordance with FA Rules and Regulations.

**“Scholarship”** means a Scholarship as set out in Rule C 3 (a) (i) of the Rules of The FA.

**“Secured”** shall mean that one of the following legally recognised undertakings has been provided for the payment of the specified sum in full by the AGM at the end of the Playing Season in which the transfer of membership takes place:

- (i) A solicitor’s undertaking for the full amount outstanding;
- (ii) A bank guarantee is held for the full amount outstanding;

In each case to be paid and satisfied in full by no later than the AGM at the end of the Playing Season in which the transfer took place.

The Board shall determine at its absolute discretion whether an amount is Secured or Satisfied under the Rules.

**“Short Term Loan”** means a loan transfer for a period of no fewer than 28 days in any one season.

**“Significant Interest”** means the holding and/or possession of the legal or beneficial interest in, and/or the ability to exercise the voting rights applicable to, shares or other securities in the Club which confer in aggregate on the holder(s) thereof ten (10) per cent or more of the total voting rights exercisable in respect of the Shares of any class of Shares of the Club. All or part of any such interest may be held directly or indirectly or by contract including, but not limited to, by way of membership of any group that in the opinion of the Board are acting in concert, and any rights or powers held by an Associate (as defined in the Rules of The FA Challenge Cup) shall be included for the purposes of determining whether an interest or interests amounts to a “Significant Interest”.

**“SSAP”** means a sporting sanctions appeal panel to be appointed to determine an appeal against a deduction of points under Rule 13.

**“Team Sheet”** means a form provided by the Competition referred to in Rule 8.20.

**“The FA”** means The Football Association Limited.



**“Transaction”** means any negotiation or other related activity, including any communication relating or preparatory to the same, the intention or effect of which is to create, terminate or vary the terms of a player’s contract of employment with a Club, to facilitate or effect the registration of a player with a Club, or the transfer of the registration of a player from a club to a Club (whether on a temporary or permanent basis). A completed Transaction is one that has so achieved the creation, termination or variation of the terms of the player’s contract of employment with a Club, the registration of the player with a Club or the transfer of the registration from a club to a Club.

**“WGS”** means the Whole Game System and the procedures for the operation thereof as determined by The FA from time to time.

**“Work Experience Player”** means a Player whose registration is held by a competition other than the Competition and is registered under a Scholarship. The Club taking the Player on work experience will register the Player Non Contract with a league in which they take part to fulfil the football element of the Scholarship, not the educational part.

**“written”** or **“in writing”** means the representation or reproduction of words or symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

**“Youth Loan”** means a loan transfer for a period of no fewer than 28 days of a Player who is a qualifying Player within the terms of the Rules.

- 1.2 The Rules are taken from the Standardised Rules determined by The FA from time to time. In the event of any omissions from the Standardised Rules then the requirements of the Standardised Rules shall be deemed to apply to the Competition.
- 1.3 Words or expressions used in these Rules shall, if not inconsistent with the subject or context, bear the same meanings as in the Articles.
- 1.4 All Clubs shall adhere to the Rules. Every Club shall be deemed, as a member of the Company to have accepted the Rules and to have agreed to abide by the decisions of the Board in relation thereto, subject to the provisions of Rule 16.
- 1.5 The Competition will be known as [“\_\_\_\_\_”] (or such other name as the Company may adopt). The Clubs participating in the Competition must be members of the Company [in accordance with the Articles]. A Club which ceases to exist or which ceases to be entitled to play in the Competition for any reason whatsoever shall thereupon automatically cease to be a member of the Company.
- 1.6 The administration of the Competition under these Rules will be carried out by the Company acting (save where otherwise specifically mentioned herein) through the Board in accordance with the Rules Regulations and Practices of The FA.
- 1.7 The Company shall be part of the National League System established by The FA and shall sign such documents as are required from time to time to confirm such membership[s].

## 2. MEMBERSHIP REQUIREMENTS

- 2.1 Each Club shall register its Ground, and its pitch dimensions, with the Competition prior to the start of each Playing Season. It will be misconduct on the part of a Club to alter its pitch dimensions during a season unless with prior written consent of the Board. The Board may at any time require a Club, at its own cost, to submit a report from a qualified independent source certifying the pitch dimensions.

**Dimensions of the field of play for all Competition matches shall be:-**

**Length** - Maximum 120 yards (110 metres) – Minimum 110 yards (100 metres)

**Width** - Maximum 80 yards (75 metres) – Minimum 70 yards (64 metres)

## STANDARDISED RULES

No Club shall move to another Ground without first obtaining written consent of the Board; such consent not to be withheld unreasonably. In consideration whether to give such consent the Board shall have regard to all the circumstances of the case and shall not grant consent unless it is reasonably satisfied that such consent:-

- would be consistent with the objectives of the Competition as set out in the Memorandum of Association;
- would be appropriate having in mind the relationship (if any) between the locality with which by its name or otherwise the applicant Club is traditionally associated and that in which such Club proposes to establish its Ground;
- would not adversely affect such Club's Officials, Players, supporters, shareholders, sponsors and others having an interest in its activities;
- would not have an adverse effect on visiting Clubs;
- would not adversely affect Clubs having their registered Grounds in the immediate vicinity of the proposed location, and
- would enhance the reputation of the Competition and promote the game of association football generally.

The Club must disclose, as soon as practicable, plans and details of any proposed move to a new stadium. The location of the proposed new stadium must meet with the approval of the Board.

Without prejudice to the provisions of Rule 4.12 a Club shall forthwith notify the Competition of any proposed change in its circumstances relating to the occupation of its Ground. By way of example, and without limitation, a proposed change may include a sale of any freehold interest (with or without subsequent leaseback) or any surrender or variation or a lease or licence.

- 2.2 All Clubs shall have Grounds and headquarters situated in England, the Channel Islands, Isle of Man if applicable or Wales and the Competition Secretary shall send their names and particulars to The FA annually by the date appointed by, and in the format required by, The FA. Clubs playing in England shall be duly affiliated at all times to a recognised County Football Association. Welsh Clubs shall be affiliated to The FA of Wales. Each Club shall notify the Competition Secretary of its affiliation number each year as soon as practicable after it has received same. Each Club shall return to the Competition Secretary a fully completed questionnaire relating to Form "D" required by The FA by the date given in the circular letter accompanying the questionnaire issued by the Competition Secretary.

- 2.3.1 A Club's Ground may be shared with another Club or any other club (including a club engaged in another sport) providing, where sharing with a football club the Club or club playing in the most senior competition has priority of fixtures at all times and, where sharing with a club engaged in another sport, the Club has priority of fixtures [unless agreed otherwise by the Competition at its sole discretion, applicable only to that Competition, and valid only for one season at a time but open to annual renewal]. A Club will not be permitted to ground share to gain promotion or to avoid relegation. Ground sharing may not be permitted when one of the sharers retains the use of another ground unless that club can show by means of a refused planning permission or similar that it cannot meet the requirements of the Criteria Document at that ground. Any Club wishing to share a Ground or intending to move to a new Ground must obtain the written consent of the Board. Any Ground sharing for a period exceeding thirteen (13) weeks must be in writing and a written agreement must first be approved by the Board before being entered into and (except in an emergency) must be completed by 31 March in any year to be effective for the following Playing Season. A copy of the completed signed and dated agreement must be received by the Competition within fourteen days of the approval being sent to the Club.

- 2.3.2 The Club as at 31 March in any year shall either:
- (i) Own the freehold of the Ground, or
  - (ii) Have a lease for the Ground that extends uninterrupted for a minimum of the next Playing Season, or
  - (iii) Possess an agreement for the use of the Ground that is acceptable to The Football Association following consultation with the relevant Competition.

In each case the Club must provide to the Competition of which it is a member and to The Football Association:

If the Ground is freehold either currently dated Official Copies of the freehold title at the Land Registry in the name of the entity in membership of the Competition or, if unregistered, a Certificate of Title from the Club's solicitor showing that the Ground is owned by the entity in membership of the Competition, or

If the Ground is held leasehold a copy of the signed and dated lease in the name of the entity in membership of the Competition; if the expiry date of the lease has already passed or is dated before the end of the next full Playing Season, a certificate from the Club's solicitor as to whether or not a notice has been given by the landlord to terminate the lease. In addition the Club must provide evidence of registration at the Land Registry, or explain why the Lease is not registered.

If the Ground is subject to an acceptable agreement a copy of the signed and dated agreement for the use of the Ground together with confirmation from The Football Association, following consultation with the relevant Competition, that the agreement is acceptable.

The Club must disclose whether the Club's occupation of the Ground is subject to any third party option, whether the ground is charged by way of security and whether or not any break clauses in the lease or agreement have been exercised either by the landlord or the tenant.

In all cases The Football Association and the Competition of which it is a member have the right to call for further information.

- 2.3.3 A Club's Ground must comply with the Criteria Document for the step in the National League System at which the Club is playing. Each Club that is required to hold a safety certificate issued in accordance with safety legislation must lodge a current copy with the Competition. If a Clubs' ground is subject to any reduction in capacity by a public authority it must immediately inform the Competition.

- 2.4 No club which is a "nursery" club [or a reserve side] of a football club shall be eligible for membership of the Company.

A club shall be deemed to be a "nursery" club if it is under obligation, written or otherwise, to a football club by reason of which it has not the sole and entire control of its own management, finance and Players.

- 2.5 Clubs seeking membership or applying to retain membership of the Company must comply with the requirements provided for in the Criteria Document for the step at which the Club is playing. Only clubs which meet these criteria in full will be eligible for membership. All Clubs visited by representatives of the Competition in pursuance of the document will pay a non-returnable fee. In the absence of a procedure for application for membership being established by The FA, the Board shall establish such procedure.

The Board shall establish a procedure for inspecting Clubs' grounds from time to time to ensure that the grade attained by that ground is maintained.

## STANDARDISED RULES

- 2.6 The Competition and the FA shall determine a time scale whereby all Clubs in membership must attain the grade provided for in the Criteria Document. The grade applicable for each Club for the commencement of a Playing Season shall be that existing at the previous 31<sup>st</sup> March, such grading to be ascertained by an inspection carried out on or before 31<sup>st</sup> March or as soon as practicable thereafter. Any Club not maintaining the grade set for the Competition may be relegated at the end of the Playing Season to a step determined by The FA.

[Any delay in inspection shall in no way release a Club from its obligation to have its ground ready for inspection. If for any reason a Club's existing ground, or any new ground in which it proposes to play its home matches in the season following inspection, is not available for grading by 31<sup>st</sup> March prior to commencement of the relevant season then the Club must, by the 31<sup>st</sup> March, submit to the Board in writing its proposals for a venue for its home matches in the following season ("alternative proposal"), such alternative proposal to be considered (and if appropriate) approved at the next Board Meeting after 31<sup>st</sup> March. The alternative proposal must, inter alia, contain documentary evidence in support of any ground sharing arrangements and evidence that the proposed ground is demonstrably suitable at a level which the relevant club will be competing. The alternative proposal may not be for a continuation of any ground share arrangement if the Club has had a ground sharing arrangement for the previous 2 seasons, or any part thereof, even if those arrangements have related to more than one ground.

Any approval of the alternative proposal will be subject to the issue of a grading certificate. The Board will use all reasonable endeavours to inspect the ground after receiving the alternative proposal and prior to the Board meeting, but if it is unable to do so then any approval of the alternative proposal will be subject to the issue of a satisfactory grading certificate. In the event of a Club not having received a grading certificate by 31<sup>st</sup> March and not having had its alternative proposal approved at the relevant Board Meeting, it shall be relegated forthwith at the end of the playing season to a level determined by The Football Association.]

- 2.7 Any Club which is incorporated must be incorporated in England and Wales. Any Club wishing to incorporate shall notify The FA, its Affiliated Association and the Company Secretary before it makes any resolutions in this regard. Any person wishing to be appointed as an Officer to a Club must comply with the requirements of The FA Owners' and Directors' Test Regulations and send to the [League] [Company] Secretary a copy of the Owners' and Directors' Declaration within 5 days of sending the same to The FA.
- 2.8 In the event that any Club which is an unincorporated association incorporates itself it shall notify the [Company] [League] Secretary in writing within 14 days of the passing of the resolution to take this action and shall with such notice provide the [Company] [League] Secretary with a copy of the Memorandum and Articles of Association of the company. Any amendments to the Memorandum and Articles of Association of a Club must be notified to the Competition Secretary in writing within 14 days of the passing of the resolution with a copy of the change(s).

### Transfer of Membership

#### *Transfer as a Going Concern*

- 2.9.1 In the event that any Club which resolves to transfer its membership of the Competition from one legal entity to a different legal entity, other than in the circumstances shown at 2.9.2 below, the Board will use the following minimum criteria in deciding whether to approve that transfer:
- a. The shareholders or members of the Club have voted to agree to the transfer of the Club's membership to the new entity.
  - b. All Football Creditors in the Club must be paid in full or transferred in full (with each creditor's consent) to the new entity, and evidenced as such.
  - c. All other creditors in the Club must be paid in full or Secured or transferred in full (with each creditor's consent) to the new entity and evidenced as such.

- d. The proposed new entity has provided financial forecasts to The FA and the Competition showing its ability to fund the Club for the next twelve (12) months or to the end of the Playing Season following transfer (whichever is the longer) and that evidence of funding sources has been provided.
- e. The FA must have given approval for the transfer to take place.

### Transfer from Insolvency

- 2.9.2 In the event that any Club that is subject to an Insolvency Event resolves to transfer its membership of the Competition to a new entity, the Board will use the following minimum criteria in deciding whether or not to approve that transfer:
- a. The shareholders or members of the Club have voted to agree to the transfer of the Club's membership to the new entity and/or a licensed insolvency practitioner(s) appointed to the Club has agreed to sell or transfer some or all of the Club's assets to the new entity;
  - b. All Football Creditors in the Club must be Paid in Full and evidenced as such;
  - c. The proposed new entity has provided financial forecasts to The FA and the Competition showing its ability to fund the Club for the next twelve (12) months or to the end of the Playing Season following transfer (whichever is the longer) and that evidence of funding sources has been provided;
  - e. The FA must have given approval for the transfer to take place; and
  - f. All other creditors in the Club must be satisfied and evidenced as such (This provision to be read in conjunction with 2.9.3 below.)
  - i. In the event that requirement (a) and/or (e) is not fully complied with, and only where the Board, at its absolute discretion, deems there to have been exceptional circumstances surrounding the application for the transfer, it may approve the transfer (subject to compliance with all other provisions above) and may apply such conditions as it deems appropriate including, without limitation, the deduction of points.

2.9.3 Nothing in Rule 2.9.2 above shall limit in any way the application of Rule 13B of these Rules.

- 2.10 The Competition shall allow for up to [\_\_\_\_\_] member Clubs. There will be [\_\_\_\_\_] divisions of [\_\_\_\_\_] Clubs in each division where possible. The divisions will be called [\_\_\_\_\_]. The Clubs competing in each division each season will be confirmed by the Annual General Meeting of the Company each year. A Club entered into membership at the Annual General Meeting shall be subject to the application of the Rules until the date of the following Annual General Meeting. It shall be allowed for these numbers to be increased to accommodate any anomaly in the National League System.
- 2.11 Any Club or Club representative found guilty of serious irregularities regarding Players Contract payments under The FA Rules may be expelled from the Company in accordance with [the Articles or] these Rules and, in addition, may be fined such sum as the Board shall determine.
- 2.12 The Company will hold a membership register of the full name of the company/unincorporated entity constituting each Club. If the Club is an incorporated entity, it must provide the Company with its company name and registration number. If the Club is an unincorporated entity, it must provide the Company with the name of an individual in whose name the membership of the Company will be vested. A Club must notify the Company of all proposed changes to the information held by the League in the membership register in respect of the Club including any proposed change of company name or the name of an individual in whose name the membership of the Company is vested. [Clubs are required to submit a fully completed membership form prior to the Annual General Meeting each Season.]

The Company will provide a copy of its membership register to The FA annually.

## STANDARDISED RULES

### Ownership and Change of Control

- 2.13 Each Club shall publish its legal name, form (e.g. unincorporated association, company limited by shares or guarantee etc) and any identifier (e.g. company number). In addition for those Clubs that are owned, then the Club shall also publish the identities of the ultimate owner (i.e. the name of an individual) of each Significant Interest in the Club. Such information shall as a minimum be published on the Club's official website on a page accessible directly from the home page of that official club website and within the Club's official matchday programme.

### NEXT SECTION IS FOR NATIONAL LEAGUE ONLY

- 2.14 If any change of Control of a Club is proposed (whether by a natural person, legal entity or any other body) then:
- (i) The Club shall submit to the Board up to date information including financial information (such as budgets) prepared to take into account the consequences of the change in Control on the Club's future financial position as soon as reasonably practicable prior to the change of Control, or if submission is not reasonably practical prior to the change of Control then no later than 10 working days thereafter;
  - (ii) The Board shall have the power to require those that are to acquire or have acquired control of the Club to appear before it and to provide evidence of the source and sufficiency of any funds which the purchaser proposes to invest in or otherwise make available to the Club; and
  - (iii) On considering all information available, including that provided under Rule 2.14(ii), then the Board at its absolute discretion shall apply any conditions in respect of the Club's ongoing membership of the Competition including the provision of any further information, adherence to a budget, the application of an Embargo, request for financial guarantees, and or payment of a Bond.
  - (iv) The Club shall submit a copy of any agreement concerning the completed sale of a controlling ownership interest to the Competition and The FA. If the Competition becomes aware that a change of Control has occurred at a Club in the Membership Year that has not been assessed in accordance with this Rule then, in addition to the powers set out in this Rule, the provisions, criteria and powers set out in Appendix Q: The Licensing System shall apply.

This Rule shall not apply where Rule 2.9 applies.

### ALL OTHER LEAGUES RESUME HERE

- 2.15 In the event that an Insolvency Event occurs in relation to any Club, that Club must inform and keep informed the [League] [Company] Secretary and The FA immediately.

The Board shall have the power to suspend a Club on notification of it having entered an Insolvency Event.

At the discretion of the Board, a suspension may take effect from the giving of the notice or it may be postponed subject to any conditions as the Board may think fit to impose.

In the event that a Club is suspended or its suspension is postponed, the Board shall have power to make such payments as it may think fit to the Club's Football Creditors out of any monies due to that club from the Company.

- 2.16 An Officer must submit an Owners' and Directors' Declaration to The FA in accordance with the Reporting Requirements set out in The FA's Owners' and Directors' Regulations that apply from time to time. The Club must provide a copy of any such Owners' and Directors' Declaration to the Competition at the time it is submitted to The FA.

No individual will be permitted to act as an Officer if they fail to meet any of the requirements of the Owners' and Directors' Declaration, as set out in the Rules of The FA.

In the event that an individual/entity is found to have either:

- Completed false or misleading statements on their Owners' and Directors' Declaration;
- acted as an Officer when in breach of the requirements of the Owners' and Directors' Declaration;
- Acted as an Officer without The FA having given written confirmation to the Club in accordance with The FA's Owners' and Directors' Regulations that the individual may so act; then the individual/entity or Club shall be subject to such fine or other sanction as may be determined by The FA.

In the event that the Competition receive a Notice from The FA issued in accordance with The FA's Owners' and Directors' Test Regulations for the suspension of that Club's Competition membership, then that Club shall be suspended from the Competition with effect from 14 days from the date of the Notice. An appeal of the effect of the Notice is to The FA and can only be made by the affected Club and in accordance with the appeal procedures set out in the FA Owners' and Directors' Test Regulations. The effect of the Notice shall be suspended pending the outcome of an appeal.

The FA shall advise the Competition and the Club in writing where it becomes satisfied that a Disqualifying Condition as defined in the FA Owners' and Directors' Test no longer applies. Upon receipt of this written notification from The FA, the Competition may remove the suspension of the Club's Competition membership.

Where a Club is suspended and that causes a match in the Competition not to be played, the Board shall determine how the outcome of that match shall be treated.

- 2.17 Within fourteen days of a change in a Significant Interest at a Club or the appointment or removal of any director of a Club, written notice thereof, together with such details as are required to be filed with the Registrar of Companies, shall be deposited at the Competition Office.
- 2.18 If during the course of a season the Board decide that the organisation and management or finances of a particular Club fall below the standards appropriate to membership of the Competition, the Competition Secretary shall be instructed to warn the Club at once that it may be excluded from membership of the Competition at the end of that playing season. Such a Club shall have the right to appeal to The FA within 14 days of the date of notification of the Board's decision.
- 2.19 The Competition, through the Board shall be empowered from time to time by subscription, levy or otherwise to require Clubs to contribute such sum or sums of money to the funds of the League as may be necessary for the proper conduct of the business of the League. Such contributions by Clubs may be collected by deduction from sums due to Clubs under any promotion agreement [commercial contract] or from sponsorship money due or by whatever means the Board shall think fit. There shall be added to any sums to be contributed from Clubs, if applicable, Value Added Tax at the then prevailing rate.
- 2.20 Any Club failing to be represented throughout an Annual General Meeting or any other General Meeting called in accordance with the [Rules] [Articles] without satisfactory reason being given shall be fined in accordance with the Fines Tariff. [Whenever required to do so all Clubs shall ensure their Manager, or an Assistant Manager, attend in person any Meeting of Clubs called by the Board. Failure to do so without just cause shall be a breach of these Rules and be dealt with in accordance with the Fines Tariff.]
- 2.21 The Competition and each Club must be committed to promoting inclusivity and to eliminating all forms of discrimination.
- 2.22 The Competition and each Club does not and must not [by its rules or regulations or] in any manner whatsoever unlawfully discriminate against any person within the meaning and scope of the Equality Act 2010 or any law, enactment, order or regulation relating to discrimination (whether by way of age, gender, gender reassignment, sexual orientation, marital status, race, nationality, ethnic origin, colour, religion or belief, ability or disability, or otherwise).

## STANDARDISED RULES

- 2.23 The Competition and each Club shall make every effort to promote equality by treating people fairly and with respect, by recognising that inequalities may exist, by taking steps to address them and by providing access and opportunities for all members of the community, irrespective of age, gender, gender reassignment, sexual orientation, marital status, race, nationality, ethnic origin, colour, religion or belief, ability or disability, or otherwise.
- 2.24 Any alleged breach of the Equality Act 2010 legislation must be referred to the appropriate sanctioning Association for investigation.
- 2.25 Each Club shall comply with the provisions of Appendix [ ] – the 'Licencing System', as approved by the FA Council from time to time.

### 3. MEMBERSHIP – ANNUAL SUBSCRIPTION

- 3.1 Any Club allocated for membership of the Company shall submit to the Company a fully completed Membership application form and the application fee [and non-refundable ground inspection fee].
- 3.2 Clubs which have qualified for membership of the Company must confirm their acceptance of membership on the appropriate Competition form to be received by the Company at least [ ] 14 days prior to the next Annual General Meeting of the Company accompanied where appropriate by the membership fee.

The annual subscription shall be paid by each Club to the Company no later than [7 days before the Annual General Meeting of the Company in each year].

### 4. POWER OF THE BOARD

- 4.1 The Board shall have power to deal with all matters of management of the Competition covered by the Rules. The Board shall conduct the business of the Competition and shall meet as often as is necessary for this purpose.

The Board may appoint such committees as it deems appropriate which shall be fully empowered to act on the Board's behalf subject to ratification by the Board. The Board shall have power to deal only with matters within the Competition and not for any matters of misconduct that are under the jurisdiction of the Football Association or affiliated Association.

- 4.2 Save where specifically provided otherwise in these Rules, the Board shall have power to apply, act upon and enforce these Rules and shall have jurisdiction over all matters affecting the Company or the Competition including any not provided for in these Rules. The Board shall also have the power to issue an order or instruction, by way of a Board Directive, in the best interest of the Competition, on any matter not provided for in these Rules, with which Clubs must comply or be subject to sanction under Rule 4.6, save where any such Directive is inconsistent with a Rule or Regulation of The FA, in which event the Directive will not create a binding obligation on Clubs.

- 4.3 All decisions of the Board shall be binding, subject to a right of appeal to The FA pursuant to Rule 16. Decisions of the Board must be notified, in writing, to all concerned within fourteen days of the making of such decision.

Upon becoming aware of any breaches of these Rules the Board shall write to the entity suspected of a breach formally charging the party giving at least 7 days' notice of the time, date and venue of the meeting at which the charge shall be considered.

The party charged will respond in writing to the Board within 7 days stating whether or not the charge is admitted and in default the Competition will deal with the case on the evidence it has at the time. If the charge is disputed or if the party admitting the charge wishes to present a plea in mitigation, it shall have the right to a personal hearing. The party charged also has the right to waive the 7 day requirement and allow the charge to be considered in less than 7 days after the party has been charged.

If the party charged disputes the charge or wishes to have a personal hearing to present a plea in



mitigation then it shall submit its case in writing to be received by the League Secretary at least 7 days prior to the date of the meeting set to consider the charge and in default the Board will be at liberty to proceed to hear the charge without the benefit of written submissions from the party charged.

- 4.4 Where the Rules provide for the imposition of a financial penalty under the Fines Tariff then the Notice of Charge given by the Board under Rule 4.3 above shall refer to the penalty provided for in the Fines Tariff.

If the Rule provides that the penalty for such a breach is in the discretion of the Board then the notice shall also state as such. If the penalty set by Rules is not a financial penalty then such penalty must still be referred to in the Notice of Charge.

All breaches of the Laws of the Game Rules and Regulations of the Football Association shall be dealt with in accordance with FA Rules by the appropriate Association prior to any action by the Competition in accordance with FA Regulations.

- 4.5 All fines and charges imposed by the Board shall be received by the Company within twenty-eight days of the date of notification of imposition (unless otherwise ordered). Any Club or person breaking this Rule shall be liable to such penalties as the Board may impose.
- 4.6 If a Club fails to comply with a Board Directive within fourteen days of notification of such order or instruction, or within fourteen days of an operative date specified in that order or instruction, it shall not be allowed to play or take part in the business of the Company until the expiry of 7 days from the day the order or instruction is complied with.
- 4.7 Except where otherwise mentioned, all communications shall be addressed to the Competition Secretary, who shall conduct the correspondence of the Competition [and keep a record of its proceedings].
- 4.8 A Club must at all times attend satisfactorily to the business of the Competition and/or the correspondence of the Competition or Company.
- 4.9 If a Club is asked to submit a report in relation to any alleged violation of these Rules it may have a personal hearing, providing it notifies its intention of such within fourteen days of the date of notification from the Company, or the case will be dealt with in its absence.
- 4.10 The Board shall have the power to arrange representative matches at their discretion.
- 4.11 A match may be played each season [year] between two clubs nominated by the Board. All matters concerning the match will be decided by the Board.
- 4.12 In the event of any issue concerning the membership of any Club with the Competition the Board may require a Bond to be paid by or on behalf of the Club on such terms and for such period as it may in its entire discretion think fit.

## 5. INTERESTS IN MORE THAN ONE CLUB

Except with the prior written consent of the Board no person, company or business institution (including insolvency practitioners) may at any time be interested in more than one Club or in a Club and any other club playing in a Competition sanctioned by The FA. The definition of "interested" shall be the same as provided for by the Rules of the FA Challenge Cup Competition in force from time to time.

## STANDARDISED RULES

### 6. REGISTRATION OF PLAYERS

#### 6.1 A Qualifying Player Registration

The Football Association's rules will apply in respect of all matters concerning players.

##### 6.1.1 A Player is one who has:

(i) signed a registration form supplied by the Competition (such signature to be witnessed by a second person) and where:-

- the form has been completed and signed by an Officer of the Club;
- has been approved and registered by the Competition; and
- a registration number has been allotted; or

(ii) registered through WGS.

#### **NATIONAL LEAGUE ONLY**

A Player will only be eligible to play in a match organised by The National League if his registration form; transfer form, or loan transfer form, has been received by The National League by 5pm on the last normal business Day before the day of the match when a match is played on a Saturday, Sunday or a Bank or Public Holiday or not less than four hours before the scheduled kick-off of the match when a match is played on a midweek Day in which the player is required to play and found to be in order, and so registered. It is the responsibility of all Clubs to ensure any player signing a registration form has, where necessary, the required International Clearance Certificate and in the case of Contract Players, including those on loan, must have approval from The Football Association. Clubs are also responsible for all players being correctly registered before fielding any player. Failure to do so constitutes misconduct and the Club will be charged with fielding an ineligible player.

#### **COMPETITIONS OTHER THAN NATIONAL LEAGUE**

A Player will only be eligible to play in a match organised by the Competition if his registration form; transfer form, or loan transfer form, has been received by the Company, or the necessary information has been submitted via WGS, not less than four hours before the scheduled kick-off of the match in which the player is required to play and found to be in order, and so registered. It is the responsibility of all Clubs to ensure any player signing a registration form, or registering via WGS, has, where necessary, the required International Clearance Certificate and in the case of Contract Players, including those on loan, must have approval from The Football Association. Clubs are also responsible for all players being correctly registered before fielding any player. Failure to do so constitutes misconduct and the Club will be charged with fielding an ineligible player.

Where a Club opts to register a Player via WGS, the Club must access WGS in order to complete the registration process.

#### **ALL COMPETITIONS**

Registration forms will be made available to Clubs by the Competition and charged in accordance with the fees tariff. The status of a player must be clearly stated on the registration form. The registration form must be received at the Competition office within five days of having been signed by the Player.

The registration of a Player will be valid from the date of registration to the end of that Playing Season only or, if in the case of a Contract or Loan Player whose contract or loan expires before the end of the Playing Season, for the term of the said contract or loan.

6.1.2 A Player may only play under his correct status. Any change of a Player's status during the currency of a registration must be notified to the Competition within five (5) days of the change of registration being affected.

In the event of a Player changing his status with the same Club either from Contract to Non-Contract or from Non-Contract to Contract then that Player must sign a new registration form, or submit the necessary information via WGS, and be re-registered. In default the Player re-registering will be ineligible to play in a match under the jurisdiction of the Competition and Rule 6.9 will be applied in such circumstances where a Club is found guilty of playing a Player who has changed status without re-registering.

A Player whose registration under Contract is cancelled by mutual consent and immediately re-registered by the same Club or a different Club on a non-contract basis shall not subsequently be registered as a Contract player with the Club for which his Contract was cancelled, within three months of the date of the cancellation except with the consent of the Board.

- 6.1.3 The Board shall have the power to make application to refuse or cancel the registration of any Player charged and found guilty of undesirable conduct subject to the right of Appeal to the FA or the relevant County Football Association. Undesirable conduct shall mean an incident of repeated conduct, which may deter a Participant from being involved in this Competition. Application should be made to the parent County of the Club the Player is registered with.

(Note:- action under this clause shall not be taken against a Player for misconduct until the matter has been dealt with by the appropriate Association, and then only in cases of the Player bringing the Competition into disrepute and will in any case be subject to an Appeal to the Football Association. For the purposes of this Rule, bringing the Competition into disrepute can only be considered where the Player has received in excess of 112 days suspension, or 10 matches in match based discipline, in a period of two years or less from the date of the first offence.)

- 6.1.4 The Board shall also have the power to place an Embargo on the registration, transfer or loan transfer of Players by any Club deemed to be in breach of these Rules. Where a Club has been subject to an Embargo that is ongoing (if applied by the Competition or another) then the Embargo shall continue to apply until the Club can demonstrate to the satisfaction of the Board that the circumstances that resulted in the Embargo no longer apply.

### 6.2 Registration Period

- 6.2.1 [In any Playing Season the Registration Period for that season for The National League, National League North and National League South Clubs shall be the period commencing at midnight on the last day of the immediately preceding Playing Season and ending at 5.00pm on the fourth Thursday in March next following.]

After 5.00pm on the [fourth Thursday in March] [31st March] each Playing Season new registrations, new loans, and transfer of registrations will be declined or will be approved subject to such limitations and restrictions as the Board may determine and, if so determined, the Player shall only be eligible to play in the matches for which permission is granted by the Board.

### 6.3 Player Status

The status of a player may be:-

- Contract Player
- Non-Contract
- Work Experience
- Scholar
- Short Term Loan
- Long Term Loan
- Youth Loan

## STANDARDISED RULES

### 6.4 Registrations and Registration Procedures

#### 6.4.1 NATIONAL LEAGUE ONLY

A Player will only be eligible to play in a match organised by the Company under these Rules if the appropriate form(s) is (are) received by the Company (including by facsimile or electronically) by 5pm on the last normal business Day before the day of the match when a match is played on a Saturday, Sunday or a Bank or Public Holiday or at least four (4) hours before the scheduled kick-off time when a match is played on a midweek Day ("The Registration Deadlines"). No Player whose registration, including Loan registrations, is received after the Registration Deadlines will be eligible to play. Any loan registration must also be approved by the Football Association before that Player can be considered eligible to play.

The registration of a Player by [facsimile or] electronic transmission is not automatically valid and it is the responsibility of the Club to ensure the player is NOT registered with any other Club. When the Player involved was previously registered with another Club it is necessary for that Club to complete the standard Competition transfer form or to have completed the standard Competition cancellation of registration form prior to or at the same as the registration to the new Club.

#### COMPETITIONS OTHER THAN NATIONAL LEAGUE

A Player will only be eligible to play in a match organised by the Company under these Rules if the appropriate form(s) is (are) received by the Company (including [by facsimile or] electronically), or the necessary information has been submitted to WGS, at least four (4) hours before the scheduled kick-off time of such match. No Player whose registration, including Loan registrations, is received by the Company or submitted via WGS less than four (4) hours before the match organised by the Company in which he is required to play will be eligible. Any loan registration must also be approved by the Football Association before that Player can be considered eligible to play.

The registration of a Player by [facsimile or] electronic transmission or WGS is not automatically valid and it is the responsibility of the Club to ensure the player is NOT registered with any other Club. When the Player involved was previously registered with another Club it is necessary for that Club to complete the standard Competition transfer form or to have completed the standard Competition cancellation of registration form prior to or at the same as the registration to the new Club.

Where a Club opts to register a Player via WGS, but does not fully and correctly complete the necessary information, that registration will not be processed.

#### ALL COMPETITIONS

Where a registration form is sent to the Company [by facsimile or] electronically, e.g. email, the originating form must subsequently be received by the Company within five (5) Days of the sending of the [facsimile or] electronic transmission. In default of this Rule the player shall not be eligible to play in the Competition unless and until a valid registration form is received. The form when received must contain the same information as that received by [facsimile or] email. It is an offence to falsify a competition form.

Any Club found to have been in breach of any part of Rule 6.4.1 will be deemed to have played an ineligible player and will be dealt with in accordance with Rule 6.9.

- 6.4.2 Each Club must have at least sixteen (16) Players registered fourteen (14) days before the start of each Playing Season.
- 6.4.3 [A registration form, when submitted to the Competition, must be accompanied by the financial details, i.e. the appropriate page of the contract for Players under written contract or the standard Competition form for Players not under written contract.]

- 6.4.4 In the event of a Player signing registration forms for more than one Club, priority of registration shall decide for which Club he is entitled to play. The Club submitting the latter form shall be notified of the prior registration of the Player, and the circumstances under which the registration forms were signed shall be investigated by the Board. Any Player found to have signed registration forms for more than one Club, or any Club found to have knowingly induced a registered Player of another Club to sign a registration form, shall be dealt with by the Board in such a manner as it shall think fit.
- 6.4.5 Except where mutually agreed between the Clubs in writing, and specific approval has been given by the Board a Club cannot register more than one Contract or Non-Contract Player, registered to another Club or club at any one time unless a period of 28 days has elapsed between the first and the second notice of approach or acknowledgement.
- 6.4.6 If a non-contract Player also registers for a club not in membership of the Competition, his registration for the Competition may be retained by the Club.
- 6.4.7 A Club may register any number of Work Experience Players.
- 6.4.8 A Club may name up to a maximum of five (5) players on a Team Sheet who are either Short Term Loan, Long Term, [Youth Loan] or Work Experience. Any Club in breach of this Rule which results in more than 5 of such players entering the field of play during the course of any one fixture will be deemed to have played an ineligible player(s) and will be dealt with in accordance with Rule 6.9.
- 6.4.9 The Company may, at its discretion, refuse any further registration of players, i.e. place under a registration embargo, any Club which has not completed payment of a transfer or loan arrangement made with another Club (or club) or arranged for the payment to be adequately secured. The Club (or club) which holds the Player's Contract will continue to pay the Player in accordance with his Contract.
- 6.4.10 The Company at its discretion may approve at any time the registration of an additional goalkeeper on a short-term basis if none of the Clubs' registered goalkeepers are available ahead of a Competition Match.

### 6.5 TRANSFERS

- 6.5.1 The transfer of a registration of a Player under written Contract from one Club to another must be in writing, on the Competition transfer form, signed by the Contract Player and the two Clubs, and the form must be forwarded to the Company for approval and registration. The transfer form must also be sent to The FA with a completed transfer agreement, contract and registration form for approval and registration. Such Contract Player does not become a registered Player of the Club seeking his transfer until the form has been approved and registered by The FA and the Competition.

#### CANCELLATIONS

Where a Club cancels the registration of a Contract Player, for any reason whatsoever, the Club must notify the Competition Secretary and The FA immediately, in writing or on the relevant Competition /FA form. To be valid, such notification must be signed by an authorised signatory of that Club and the Player. Where a Club cancels the registration of a Non-Contract Player for any reason whatsoever, the Club must notify the Competition Secretary immediately, in writing or on the relevant Competition form. To be valid, such notification must be signed by an authorised signatory of the Club.

#### TERMINATIONS

Where the registration of a Contract Player has been terminated by either the Club or the Player, this must be in accordance with the provisions set out under FA Rule C1(l) and the terms of the contract.

## STANDARDISED RULES

- 6.5.2 The transfer of a registration of a Non-Contract Player from one Club to another must be in writing, on the Competition transfer form, signed by the Non-Contract Player and the two Clubs, and the form must be forwarded to the Company for approval and registration. Such Non-Contract Player does not become a bona-fide Player of the Club seeking his transfer until the form has been approved and registered by the Competition. A Non-Contract Player whose registration for a Club is cancelled or transferred for any reason whatsoever cannot, without the consent of the Board, return to his original Club until a minimum of fourteen (14) days has elapsed from the date of the cancellation or transfer.
- 6.5.3 A Club cannot register the transfer of a Contract Player or Non-Contract Player unless that Player has been registered with the transferor Club for at least 14 days, unless that Player is a goalkeeper.
- 6.5.4 A Club shall submit to the Board any contract it proposes to enter into which gives the Club or any other party to the proposed contract any rights relating to the transfer of the registration of a Player at a date in the future from or to the Club or any rights relating to the employment for the Player by the Club. Any such proposed contract shall be subject to the approval of the Board.

### 6.6 Temporary Transfers (Loans)

- 6.6.1 Where the Rules of the relevant League permit, Short Term Loans, Youth Loans and Long Term Loans of Contract players shall be allowed to or from Clubs in membership of:-

- The Premier League
- The Football League
- The National League
- The Isthmian Football League
- The Northern Premier League
- The Southern Football League

Any other Leagues which have been authorised by the FA [as shown in Appendix K] on such terms and conditions as shall be mutually agreed by the two clubs and the player. For Loan Transfers between Clubs in the same Competition the transfer must be completed on the National League System Temporary Transfer Form. For Loan Transfers between Clubs in different Competitions the transfer must be completed on FA Form H3 together with a registration form applicable for the Competition of the transferee club.

The player being taken on loan, [including Youth Loan,] must sign a Competition contract registration form which will be valid for the full period of the loan, including any extension to the loan period.

If the original Loan agreement contains a pre-agreed recall clause, a Player may be recalled by the loaning Club submitting written confirmation to the borrowing Club, the Competition and The FA. Where no pre-agreed recall clause exists, the cancellation must be agreed between the loaning Club, the borrowing Club and the Player. The loaning Club must submit written confirmation to the borrowing Club, the Competition and The FA. The Competition's standard cancellation form must be used to prematurely end the Temporary Transfer period. The temporary registration for the borrowing Club will automatically be deemed to be cancelled upon maturity of the temporary transfer period.

Where a Short Term Loan, [ or Youth Loan] expires, and is not renewed simultaneously, any subsequent Short Term Loan, [or Youth Loan] of that Player to the same Club will be subject to a minimum duration of 28 days.

No more than four (4) Players (Short Term, Long Term or [Youth]) may join one Club from another Club (or club) in any Playing Season. [An additional Youth Loan Player may be added to this figure.]

Where a Short Term Loan, [Youth Loan] or Long Term Loan (or period of Work Experience) expires on or after the last match of the season and the Club finishes in a Play-Off Position, and both Clubs agree, the Loans shall be extend to include the Club's remaining Play-Off Matches. Any such extension is not subject to any time limits that would otherwise apply, and must be agreed in writing by the player's parent Club and be registered with the Competition and the Association in accordance with these Rules.

- 6.6.2 Short Term Loan Transfers – A Club can have up to a maximum of twelve (12) Short Term Loans during a Playing Season. The minimum period of a Short Term Loan transfer must be twenty-eight (28) days with a maximum period to the end of the Playing Season.

The Competition shall not approve more than two (2) Short Term Loan transfers to or from any one Club, including Premier League and Football League Clubs, at any one time.

On completing the National League System Temporary Transfer Form or FA form H3, a Club must send the original to the FA, one copy to the Company, and a third copy to the secretary of the League with which the player is registered.

To extend the period of any Short Term Loan transfer a further National League System Temporary Transfer Form or FA form H3 must be completed and copies sent as directed above. If the Short Term Loan transfer is extended only the Club for whom the Player was originally registered will be allowed to cancel the agreement at any time within the extension period, i.e. after 28 days. In the case of a goalkeeper Clubs may mutually agree, if they so wish, to include a recall clause in the agreement to enable the Club for who the Player was originally registered to recall the Player at any time during the loan period. Players other than goalkeepers may not be recalled within the first month, i.e. 28 days, of any loan.

Any Short Term Loan transfer which may terminate after the last day for registrations may be extended for a further period provided the loan period does not extend beyond the current Playing Season.

Short Terms Loan Transfers which become permanent before their expiry date shall not count against a Club's quota of days or Players.

- 6.6.3 Long Term Loan Transfers – Clubs may have up to a maximum of six (6) Long Term Loan Transfers of any age during a Playing Season.

Long Term Loan Transfers shall be for a full Playing Season; or from any date prior to 31st August to any date between 1st and 31st January; or from any date between 1st and 31st January (the January transfer window) to the end of the Playing Season.

A Player on Long Term Loan may be recalled on any date from the beginning of the Loan until 31st August and between 1st and 31st January (inclusive), except for a goalkeeper or where the Player is to be transferred permanently by the Club (or club) holding his registered contract in each case, subject to the agreement of the loaning Club, the borrowing Club and the Player, which may be pre-agreed in a recall clause in the original Loan agreement.

To extend the period of any long term loan transfer a further National League System Temporary Transfer Form or FA form H3 must be completed and copies sent as directed above.

The Competition shall not approve more than two (2) Long Term Loan transfers to or from any one club, including Premier League and Football League Clubs, at any one time.

## STANDARDISED RULES

### 6.6.4 Youth Loan Transfers

[Youth Loan Transfers apply to:-

- Scholars in their second or third (if that option is exercised) year of their Scholarship agreement, or
- Contract Players aged 20 or under on 1 July immediately preceding the Playing Season in question.

Unlimited Youth Loan Transfers shall be allowed to or from Clubs in membership of the Competitions at Steps 1-4 of the National League System.

Clubs playing in Competitions at Steps 1 to 4 of the National League System may register players on a Youth Loan from clubs in the EFL.

Clubs playing in Competitions at Steps 5 and 6 of the National League System may register players on a Youth Loan.

At Steps 1 to 6 of the National League System, Youth Loans are permitted at any time during the Registration Period.

It shall be a condition of any Youth Loan involving a Scholar or a Contract Player to whom Football League Youth Rules apply that for the duration of the period of the Youth Loan the Player continues to fully comply with the programme of education in place for that Player.

A Player registered on a Youth Loan may, provided it is agreed between the two clubs and the Player, continue to train with and/or play for his loaning Club (or club) in any match other than matches played as part of the Premier League Competition, Football League Competition, Football League Cup, FA Cup or Football League Trophy (i.e. First Team matches.) Participation by the Player in First Team matches for the borrowing Club shall take precedence.

Any days on which the Player participates in a Reserve Team match and/or attends any training sessions for the loaning Club (or club) shall still count towards the period of the Youth Loan.

The minimum period of a Youth Loan shall be 28 days, thereafter a break clause may be included. Youth Loans cannot extend beyond the end date of the Player's contract period with the parent club.

### 6.7 Club List of Players and Transfer List

[Clubs shall furnish the Competition Secretary by 1st June with the following details:

- 6.7.1 a list of Contract Players whose agreements do not terminate at the end of the current season;
- 6.7.2 a list of contract Players in respect of whom the Club has exercised its option in accordance with Football Association Rule C1 (j);
- 6.7.3 a list of Contract Players in respect of whom the existing agreements do not include an option to renew but which the Club is desirous of offering further engagements, in accordance with Football Association Rule C1 (j);
- 6.7.4 a list of Contract Players in respect of whom the Club has exercised its option in accordance with Football Association Rule C1 (j) but whose registration the Club is prepared to transfer;
- 6.7.5 a list of Contract Players the Club has released;
- 6.7.6 a list of all Players whose registration the Club wishes to be cancelled;

Clubs shall also complete the standard Competition forms and return these by this date.

A Club relegated from the Football League Limited shall advise the Competition Secretary by 30th June the names of Players retained by that Club for the season, taking into consideration the contents of Football League Rule 53.]



### 6.8 SUBSTITUTE PLAYERS

A Club at its discretion may use three substitute Players at any time in a match. Substitution can only be made when play is stopped for any reason and the Referee has given permission. When a Club is making a substitution it shall use a Board to show the number of the Player to be substituted and the number of the substitute Player. The substitution board used shall be branded as determined by the Competition.

A maximum of [ ] substitutes may be nominated and they must be included on the official Team Sheet handed to the Referee before the match in accordance with Rule 8.20. A substitute may not be used to replace a Player who has been suspended from the match by the Match Officials.

If a Player does not take part in the match for which he is a nominated substitute he shall be deemed as not having played for the Club in that match.

### 6.9 PLAYING AN INELIGIBLE PLAYER

Any Club found to have played an ineligible Player in a match or matches shall have any points gained from that match or matches deducted from its record, up to a maximum of 12 points, and have levied upon it a fine. The Board may also order that such match or matches be replayed on such terms as are decided by the Board which may also levy penalty points against the Club in default.

The Board may vary its decision in respect of the points gained in circumstances where;

- (a) the ineligibility is due to the failure to obtain an International Transfer Certificate or
- (b) where the ineligibility is related to a change in the Player's status with the Club for whom he is registered or
- (c) where the Board determined that exceptional circumstances exist

### 6.10 FINANCIAL ARRANGEMENTS

6.10.1 Subject to clauses 6.10.2 to 6.10.7 and to the Rules and Regulations of The FA, a Club may negotiate a financial arrangement with its Players.

6.10.2 All Players under a written contract must be registered with the Competition and The FA.

6.10.3 All payments and benefits due and/or made to the Player must be shown in the contract.

6.10.4 All payments made to Players must be made by the Club and fully recorded in the accounting records of the Club.

6.10.5 All salaried payments (whether to Contract or Non-Contract Players) must be subject to PAYE and National Insurance.

6.10.6 All salary payments due on written Contracts must be stated gross, before PAYE and National Insurance deductions.

6.10.7 Any Players paid expenses should be reimbursed via an expense claim form. The club should retain all expense records in a format acceptable to the HM Revenue and Customs.

## 7. CLUB COLOURS

7.1 On or before a date specified by the Company each year, every Club shall notify the Competition Secretary, in writing, of details of their first choice colours for outfield players and their goalkeeper (shirts, shorts and socks) and such details shall be printed in the Handbook published by the Company for the ensuing Playing Season.

The colours registered by each Club shall be worn during the following season when playing at home. Shirts must be numbered 1 to 20 or [in accordance with the Competition squad numbering provision] such that the numbers can be clearly identified by officials and spectators. Striped, hooped or otherwise patterned shirts shall have numbers affixed to contrasting patches or numbers in a contrasting colour with bold outline. No changes to the first choice colours or combination of colours shall be permitted without the consent of the Board. Subject to the consent of the Board, each Club is authorised on one occasion per

## STANDARDISED RULES

Playing Season to wear an alternative strip in a home match.

7.2 When playing away from home, clubs must play in colours (shirts, shorts and socks) which are clearly distinguishable from those of their opponents and the Match Officials, in particular the goalkeeper must play in kit clearly distinguishable from the colours of the shirts worn by all other Players in the match and the Match Officials.

Neck and cuff rim colours on shirts are not regarded as basic colours for the purpose of this Rule. Subject to the foregoing a Club may, if it wishes, wear colours not registered with the Competition for away matches. It is the responsibility of the visiting Club to check that their colours will not clash.

The goalkeeper may wear tracksuit trousers acceptable to the Match Referee.

- 7.3 No Club shall be permitted to register or play in shirts the colour of which is likely to cause confusion with the outfits worn by the Match Officials (i.e. black or dark blue).
- 7.4 The Players' shirts must be clearly numbered in accordance with the Team Sheet handed to the match referee before a match and there must be no change of numbers during the match except for a change of goalkeeper or if permitted by the match referee because of a blood injury. [The shirt numbers, and short numbers if worn, used in all matches played under the jurisdiction of the Competition must be the official numbers as determined by the Competition.]
- 7.5 The Captain shall wear a distinguishing armband [provided by the Competition] to indicate his status.
- 7.6 Both sleeves of the shirts of all Players in matches played under the jurisdiction of the Company shall carry a Competition logo as supplied by the Competition on an annual basis if so decided by the Board. When playing in other competitions the shirts of all Players must include the Competition logo.
- Advertising must comply with FA Kit and Advertising Regulations.
- 7.7 The colours of clothing worn by ballboys/girls must not clash with the colours of either competing Club and the Match Officials.

### 8. PLAYING OF MATCHES

#### ARRANGEMENT OF FIXTURES

- 8.1 The Board shall fix the date on which the Playing Season shall commence.
- 8.2 All matches shall be played under the Rules and Regulations of The FA and in accordance with the Laws of the Game as determined by the International Football Association Board.
- 8.3 All Competition matches shall be arranged as soon as practicable. The copyright in all lists of arrangements of such fixtures shall be vested in the Company.
- 8.4 All matches shall be played on the home and away principle and the Board shall determine how the fixtures shall be arranged.

#### Steps 1 to 4 only

Saturday fixtures in the Competition shall take precedence over all other competitions in which a Club may engage with the exception of:

- The FA Challenge Cup/Welsh Cup
- The FA Challenge Trophy Competition

Scheduled Saturday fixtures in the Competition must not be re-arranged without permission of the Competition Secretary. Clubs may be ordered to re-arrange outstanding matches, at the discretion of the Board, and where necessary their prospective opponents instructed accordingly. Clubs with open dates on Saturdays may be instructed to play any outstanding Competition fixture on such date. A minimum of ..... days' notice will be given in respect of any such re-arrangement.

### Steps 2 to 4 only

Midweek fixtures in the Competition shall not take precedence over fixtures in the Nominated Cup Competition of the Affiliated Association to which it was first affiliated.

### Steps 5/6 only

Saturday fixtures in the Competition shall take precedence over all other competitions in which a Club may engage with the exception of:

- The FA Challenge Cup/Welsh Cup
- The FA Challenge Vase Competition
- The Nominated Cup Competition for which the club is eligible, of the Affiliated Association to which it was first affiliated.

Scheduled Saturday fixtures in the Competition must not be re-arranged without permission of the Competition Secretary. Clubs may be ordered to re-arrange outstanding matches, at the discretion of the Board, and where necessary their prospective opponents instructed accordingly. Clubs with open dates on Saturdays may be instructed to play any outstanding Competition fixture on such date. A minimum of ..... days' notice will be given in respect of any such arrangement.

Midweek fixtures in the Competition shall not take precedence over fixtures in the Nominated Cup Competition of the Affiliated Association to which it was first affiliated.

- 8.5 In the event of any Club being required to play an FA Cup or FA Trophy match within 48 hours of a scheduled Competition fixture it shall have the right to apply in writing as soon as practically possible (but in any event no later than 48 hours after becoming aware of the relevant Cup fixture) to have its Competition fixture postponed with or without the consent of its opponent. At the same time as it makes the application a copy shall be sent to its opponent who shall raise any objection within a further 24 hours of notification. Thereafter the Competition shall decide in its absolute discretion as soon as reasonably possible as to whether or not the application is approved.

- 8.6 The standard kick-off times shall be as follows:

Saturday matches - 3.00 pm

Midweek matches - 7.45 pm [unless a Club notifies the Competition Secretary in writing before the commencement of each Playing Season to state that it wishes all its home midweek matches to kick off at pm].

All agreed changes to time of kick-off to be notified to the Board immediately for confirmation.

Clubs with ground sharing agreements must arrange for home matches to be played on Friday, Saturday or Sunday. If a clash of fixtures occurs with the sharing Club and for any reason a match is unable to be played on a Saturday, the match must be played on either the day before ie on Friday, or the day after ie on Sunday. If Clubs are unable to agree on the date then it will be played on the Sunday unless the Board decides otherwise. The decision of the Board shall be final and binding. Official bank holidays and Sundays - [ ] unless agreed otherwise by the two Clubs and the Board; application shall be made to the Competition Secretary by both Clubs at least 21 days before the relevant date.

[All Competition midweek fixtures will be scheduled for Tuesday Evenings, pm Kick-Off.]

To re-schedule a midweek fixture for an evening other than [a Tuesday] [a Club's usual midweek night] will require written agreement of both Clubs and the Competition Secretary.

The Competition Secretary reserves the right to amend scheduled fixtures and kick-off times to meet television requirements as necessary. Notification will be provided by the Competition Secretary in writing to both Clubs for fixtures so rescheduled.

## STANDARDISED RULES

- 8.7 The Board may change any Competition fixtures during the season to suit the overall interests of the Competition and shall have the power to decide whether a ground is suitable for Competition matches and to order a Club whose ground is deemed unsuitable to play its home matches at an alternative suitable ground.
- 8.8 [ ] weeks' notice is required from Clubs wishing to re-arrange a Saturday match to Friday evening or Sunday. A request made in less than this period of time will only be considered by the Board in exceptional circumstances and granted at their sole discretion.
- 8.9 A Club may not enter its first team in any outside competition, other than those listed in Rule 8.4, without the prior permission of the Board. The Competition Secretary must be informed of all fixtures, postponements and results of all matches played in any other competition.
- 8.10 When a Club obtains the consent of the Board to postpone a fixture because of an epidemic affecting the availability of their Players, that Club shall be liable to pay any direct expenses incurred, if any, to the opposing Club. The amount of claim will be at the discretion of the Board. Requests for the postponement of a match for any reason will not be considered more than forty-eight hours before the scheduled time of kick-off.

Medical certificates for those Players affected, signed by the Players' own doctor, must be forwarded to the Competition Secretary within [fourteen days] of the postponement, along with a full list of contract and Non-Contract Players currently registered by the Club at the date of the match which was postponed, giving full reasons against each name for the Player's unavailability.

### PRE-MATCH ARRANGEMENTS & RESPONSIBILITIES

- 8.11 Each Club must take every precaution to keep its ground in good playing condition and amenities (including floodlights) in good working order and complying with the Criteria Document throughout the Playing Season.
- 8.12 All Clubs must have [a facsimile machine,] a mobile telephone and an email address operational at all times. These will be listed in the Competition Handbook unless a Club requests otherwise.
- 8.13 The home Club shall advise the visiting Club and the Match Officials of the date and time of kick-off of each match and the team colours, including the colour of the goalkeeper's jersey, it will be wearing, to be received at least five days prior to the match and the visiting Club and the Match Officials must acknowledge receipt to be received at least three days before the match.

The visiting Club must include in its acknowledgement the team colours, including the colour of the goalkeeper's jersey, it will be wearing.

- 8.14 The home Club is responsible for publishing a full match programme acceptable to the Board for each of its Competition matches. [A full match programme available electronically only shall be acceptable providing that each Club has approval from the Board before the commencement of the Playing Season and must be continuous for the whole of that Playing Season.] A Team Sheet will not be considered sufficient to comply with this Rule.

The visiting Club must send in writing to the home Club details of the proposed team they plan to field together with their Club history and up-to-date pen pictures of their current Players registered with the Competition for the season [and the latest team photograph] at least five days before the scheduled date of the match between the two Clubs.

The home Club programme must include the details sent by the visiting Club in the match day programme [and a copy of each match day programme shall be sent by the home Club to the Competition Secretary within 3 days of the match with the relevant match report form unless advised of an alternative arrangement by the Competition Secretary.]

Clubs will be responsible for all comments in their match day programme in respect of the Competition, the Company or other member Clubs, notwithstanding any disclaimers to the contrary. No part of a Club's programme issued for a match in any competition shall, in the opinion of the Board, bring the Competition or the Company into disrepute.

All Clubs will be responsible for their official website or similar computer related information system, which is within the public domain. Nothing shall be included on the website which in the opinion of the Board brings the Competition or the Company into disrepute.

- 8.15 The postponement of matches due to ground conditions must be carried out in accordance with Rule 14.2.
- 8.16 Where a match is re-arranged or cancelled after the officials have been appointed, it is the duty of the home Club to notify the officials of the cancellation of their appointments immediately. Clubs in default of this Rule may be subject to any action decided by the Board.
- 8.17 The Board shall determine the policy of the Competition for the issuing of match day passes. A home Club cannot refuse the admission into the ground of an away Club Official, as defined in the Rules of the Association, save for that individual being subject to a suspension or banning order from the Association or Competition.
- 8.18 All Clubs at Steps 1 to 4 are required to have a defibrillator available at all home matches.

### **MATCH MANAGEMENT**

- 8.19 All matches shall be of ninety minutes duration. The half time interval in all matches shall not exceed fifteen minutes. Any match which is not of ninety minutes duration may be ordered to stand as a completed match or replayed for the full period of ninety minutes or be awarded to the Club not at fault, as the Board may decide, on such terms as the Board shall decide.
- 8.20 Each Club must hand the Team Sheet containing name(s) of Players taking part in a match (including the name(s) and number(s) of the nominated substitute(s) to the Referee and a representative of their opponents in the presence of the Referee at least forty five minutes before the scheduled time of kick-off. The Players' numbers (in accordance with Rule 7) and the colours of the playing strip must be clearly stated. Any Clubs in breach may be fined.
- 8.21 Any Club altering its team selection or numbering after Team Sheets have been exchanged may be fined. A Player who is named on the Team Sheet may be replaced without fine if he is injured warming up after exchange of the Team Sheet. Any subsequent changes must be notified to the referee and to a representative of the opponents before the actual kick-off.  
  
[The name of the Doctor or Medical Practitioner in attendance (in accordance with Rule 25) must be entered on the Team Sheet in the appropriate space provided.]
- 8.22 Clubs taking the field of play – For all matches under the jurisdiction of the Competition, Clubs shall be required to enter the field of play together, preceded by the Match Officials, not less than 5 (five) minutes before the advertised time of kick-off.
- 8.23 Each Club shall be prepared to kick-off at the scheduled time unless a satisfactory explanation is offered. Any Club commencing a Competition match with less than 11 Players may be subject to a fine. Each team participating in a match shall represent the full available strength of each competing Club.
- 8.24 In all Competition Matches, the number of Clubs Players and officials seated on the team benches, in the designated technical area, must not exceed 11 unless the team bench facility provides more than 11 individual seats.
- 8.25 Only one person at a time has the authority to convey tactical instructions to the Players during the match from within the technical area.
- 8.26 All team officials and substitutes seated on the bench shall be listed on the official Team Sheet when it is submitted to the Match Officials. Only those persons listed on the official Team Sheet shall be permitted in the technical area.

## STANDARDISED RULES

- 8.27 The occupants of the technical area must behave in a responsible manner at all times. Misconduct by occupants of this area will be reported by the Referee to The FA, who shall have the power to impose sanctions as deemed fit. [Any occupant dismissed from the technical area shall immediately go to a location within the ground from which they cannot view the remainder of the game.]
- 8.28 With the exception of the team manager, the team coach and any substitutes who are warming up or warming down, all other personnel are to remain seated on the trainer's bench. The team manager or team coach is allowed to move to the edge of the technical area to issue instructions to his team.
- 8.29 [All occupants of the technical area must wear the corporate bench kit supplied to each Member Club. The only exception would be the Team manager who will be allowed to wear suits and overcoats not displaying any sponsorship logos. [Corporate bench kit supplied to each Member Club must also be worn by the players and staff in warm-ups and warm-downs, and where possible in media interviews on match days]. Failure to wear the bench kit will result in a fine.]
- 8.30 Match Videos.

NEXT SECTION IS TO BE USED INSTEAD OF THE FOREGOING FOR NATIONAL LEAGUE, NATIONAL LEAGUE NORTH AND NATIONAL LEAGUE SOUTH ONLY

The Home Club in all matches played under the jurisdiction of the Competition shall film the game in its entirety with an uninterrupted view and provide a full match video to a content management solution as specified by the Competition and in a timeframe as determined by the Competition. The Away Club may film the match if this is agreed by the Home Club, such agreement is not to be unreasonably withheld. Clubs are permitted to use or duplicate match footage with the permission of the Competition only. Filming shall be in a format as directed by the National League from time to time.]

### ALL OTHER LEAGUES RESUME HERE

#### POST MATCH MANAGEMENT

- 8.31 Each Club [shall enter information from the match result form by the method instructed by the Competition and] shall submit the fully completed copy of the appropriate match result forms by [first class post], [or facsimile,] [or email], [or the relevant IT system] to the Appointing Authority and the Competition [within 3 days of the match] [immediately following completion of the match, or within 24 hours at the very latest]. When a Club considers that the Referee has discharged his duties incompetently and awards a mark of 60 or less, a detailed report must be sent to the Appointing Authority within three days of the match by the method instructed by the Appointing Authority. Clubs in default of any provision of the Rule will be subject to a fine for each offence.
- 8.32 In the event that a match is abandoned before half time the Club playing at home will issue a voucher to each spectator valid for free admission if the match is ordered to be replayed. In the event that the match is abandoned during or after the half time interval the Club playing at home is not obliged to issue such a voucher.
- 8.33 In the event that a match is abandoned for reasons over which neither Club has control the Club playing at home shall retain the gate receipts for such uncompleted match and the Board shall determine the terms upon which any replayed match shall be played.
- 8.34 In the event of a match being abandoned due to the conduct of one Club or its members or supporters the Board has the power to order that the match is not replayed and to award either one or three points to the Club not at fault. It cannot levy a financial penalty due to the conduct of a Club.
- 8.35 In the event of the match being abandoned due to the conduct of both Clubs or their members or supporters no financial penalty can be applied by the Board to either Club and the Board shall determine whether the original match stands as a completed match or is replayed and, if replayed, the terms upon which the match is to be replayed.

- 8.36 In the event of a match having to be postponed and one Club is found to be at fault then opponents for that match shall be compensated by the Club at fault. In the case of a visiting Club where it has undertaken all or part of its journey then travelling expenses and meal allowances may be claimed based on the total mileage involved in the whole journey. In exceptional circumstances, expenses for overnight accommodation up to a maximum of 18 persons may be claimed. In some instances compensation may also be claimed when neither of the Clubs is at fault. The Board will determine the amount of compensation payments to be made, if any.

All claims for compensation by either Club in the case of either an abandoned match or a postponed match must be received by the League Secretary within 14 days of the date of the match to which the claim relates.

### POST MATCH ADMINISTRATION

- 8.37 The home Club shall be responsible for notifying the Competition immediately following the conclusion of each home Competition match the result of that match together with the attendance, the times of all goals scored in the match and the scorer of each goal. In any FA or AFFILIATED ASSOCIATION Competition the home Club if two Clubs are playing the tie, or the Club if the match involves a team outside of the Competition, must also follow this procedure.

- 8.38 In the event of the match being postponed, not completed or abandoned, the home Club must immediately telephone [or facsimile] the Competition results service, the Competition Secretary and, in the case of a match postponement, the Appointing Authority, the visiting Club and the Match Officials. When a postponement occurs in any FA or County Cup competition, the home Club, if two Clubs are playing the tie, or the Club if the match involves a team outside of the Competition, must also follow this procedure.

- 8.39 Where a match has been postponed for any reason, [the two Clubs concerned must agree within ( ) days of the postponement a new date (which shall, save in exceptional circumstances, be within 42 days of the original date) and in default the Board is empowered to order Clubs to play on a date it considers suitable.] [The Competition Secretary shall determine the new date.]

Any Club without just cause failing to fulfil an engagement to play a Competition match on the appointed date shall for each offence be liable to expulsion from the Competition and/ or such other disciplinary action the Board may determine, including the deduction of up to a maximum of three points from the offending Club's record, any expenses incurred by their opponents, and a fine.

In the event of a Club being in breach of the previous paragraph of this Rule then the Board may award points to the Club not at fault as if the match had been played and the League table shall reflect the position as if the match had been played with the result awarded by the Board. table shall reflect the position as if the match had been played with the result awarded by the Board.

## 9. REGISTERED INTERMEDIARIES

- 9.1 An Intermediary cannot have an involvement in any Club in an official capacity (as defined by the Board) nor may he hold office with the Competition.
- 9.2 All Clubs must comply with The FA Regulations concerning Intermediaries.

## 10. FINANCIAL RECORDS

- 10.1 All Clubs shall keep their accounting records for recording the fact and nature of all receipts and payments so as to disclose with reasonable accuracy, at any time, the financial position including the assets and liabilities of the Club.
- 10.2 The home Club shall retain all gate receipts. Where a match is declared all ticket the Away [visiting] Club shall be entitled to 10% of the total number of tickets available or a minimum of 600, whichever is the greater, subject to any stipulation by the relevant safety authority affecting these figures. A reasonable allocation of the total disabled spectator accommodation where appropriate shall be made available to disabled supporters of the Away Club.

## STANDARDISED RULES

Clubs must ensure that all gate receipts are fully and properly recorded and accounted for in the accounting records of the club.

Clubs should have a system in operation for home games that enables them to accurately report on the following;

- A record of all tickets sold in advance
- A reconciliation of cash received by category of entrant through each turnstile
- The number of entrants through each turnstile
- A schedule of the numbers admitted to parts of the stadium that do not pass through a turnstile
- A list of complimentary tickets authorised

This documentation should be reconciled to the overall takings and declared attendance for each home game.

### NEXT SECTION IS FOR NATIONAL LEAGUE ONLY

- 10.3** Sale of tickets for away supporters - Clubs are required to sell tickets for their away matches if required to do so by the Home Club and Home Clubs are required to supply tickets for their home matches to the Away Club for sale by the Away Club to its supporters if so requested by the Away Club. These tickets are to be made available on a sale or return basis and must be ordered by the Away Club at least five weeks before the Competition match to which they relate. The Home Club must deliver those tickets to the Away Club at the latest four weeks before the Competition match to which they relate. Where any match is arranged at shorter notice the above steps shall be taken as soon as is reasonably practicable. Visiting supporters should also have the same opportunity to take advantage of pre-booking discounts that apply to home supporters.

For League matches only the Away Club shall be entitled to a commission representing five (5) per cent of the aggregate sales (exclusive of VAT) of tickets sold on behalf of the Home Club, unless otherwise agreed between the Clubs. The Away Club shall submit a VAT invoice, in respect of the commission due, to the Home Club within five working days of the match taking place.

The Away Club may charge a booking fee of transaction charge to the customer providing this is exactly the same in every respect as that which it charges for tickets to its own home matches.

Unless otherwise agreed between the Clubs unsold tickets must be returned, and received by the Home Club, no later than 48 hours prior to the date of the match. Payments for tickets sold by an Away Club must be made to the Home Club within five working days of the date of the match taking place. Any Club making late payment shall:-

- Pay interest to the Home Club at the rate of 5 (five) per cent per annum over Barclays Bank base rate in force from time to time calculated on a daily basis, on the outstanding sum from the due date to the actual date of payment to the Home Club, and
- Forfeit its entitlement to the 5 (five) per cent commission detailed above.

- 10.4** For Competition league matches only, the travelling expenses of match officials shall be pooled, each Club rendering on the match report details of all payments made.

The Company shall, at the conclusion of the season, divide the total cost of officials in each division by the total number of Clubs in that division and where the total payment made by the Club is less than the equal share of the pool, the Club shall pay the difference within 14 days of the date of posting of the written notification to the Club.

Where the sum paid by the Club is more than the equal share of the pool, the Club will be reimbursed from the pool of monies received from all the other Clubs.



- 10.5** In the event of a transfer of a player where a consideration is agreed, the consideration can only be paid between the two clubs (the transferor and transferee clubs).  
The full name of each contracting club should be stated in the transfer agreement. The full consideration involved must be recorded in the accounting records of both clubs.
- 10.6** Any Club temporarily transferring a player's registration to another club should invoice the receiving club in accordance with the terms of the loan agreement. The player concerned should remain on the payroll of the Club holding his permanent registration for the period of the loan.
- 10.7** All loans extended to a Club must be documented in full in the accounting records of the Club. Documentation supporting each loan must be retained and should include the following information:-
- The value of the loan.
  - The length of the loan.
  - The interest rate charged, and whether this is fixed or variable.
  - Repayment terms.
  - The full names of the individual or corporate body extending the loan.
  - The terms in the event of a default on the loan.
- The document should be signed by two directors, Officers or Executive Committee Members who are independent of the party extending the loan.
- 10.8** Within nine months of its accounting reference date, each Club shall submit to the Company a copy of its full financial statements as presented to its members/shareholders with confirmation that the accounts have been approved at a duly convened general meeting.
- 10.9** All Clubs must comply with The FA's Third Party Interest in Players Regulations.

### ALL OTHER LEAGUES RESUME HERE

- 10.10** For Competition league matches only, the travelling expenses of match officials shall be pooled, each Club rendering on the match report details of all payments made. The Company shall, at the conclusion of the season, divide the total cost of officials in each division by the total number of Clubs in that division and where the total payment made by the Club is less than the equal share of the pool, the Club shall pay the difference within 14 days of the date of posting of the written notification to the Club. Where the sum paid by the Club is more than the equal share of the pool, the Club will be reimbursed from the pool of monies received from all the other Clubs.
- 10.11** In the event of a transfer of a Player where a consideration is agreed, the consideration can only be paid between the two clubs (the transferor and transferee clubs).  
The full name of each contracting club should be stated in the transfer agreement. The full consideration involved must be recorded in the accounting records of both clubs.
- 10.12** Any Club temporarily transferring a Player's registration to another club should invoice the receiving club in accordance with the terms of the loan agreement. The Player concerned should remain on the payroll of the Club holding his permanent registration for the period of the loan.

## STANDARDISED RULES

**10.13** All loans extended to a Club must be documented in full in the accounting records of the Club. Documentation supporting each loan must be retained and should include the following information:-

- The value of the loan
- The length of the loan
- The interest rate charged, and whether this is fixed or variable
- Repayment terms
- The full names of the individual or corporate body extending the loan
- The terms in the event of a default on the loan

The document should be signed by two directors, Officers or Executive Committee Members who are independent of the party extending the loan.

**10.14** Within nine months of its accounting reference date, each Club shall submit to the Company a copy of its full financial statements as presented to its members/shareholders with confirmation that the accounts have been approved at a duly convened general meeting.

### **11. FOOTBALL CREDITORS**

Where a Club defaults in making any payments to any Football Creditor, the Club shall be subject to such penalty as the Board may decide, including, but not limited to, an Embargo; a points deduction; a Bond; a suspension; or any combination thereof.

### **12. CHAMPION, RELEGATION**

**12.1** Three points will be awarded for a win at home or away and one point for a drawn match at home or away.

**12.2** At the end of the Playing Season of each competition a table will be compiled showing the playing record of each Club in each division of the Competition. The playing record of each Club must include any points deduction made by the Competition or by the FA and in any situation where points per game are calculated the calculation will be made after taking into account the deduction of any such points.

The position of each Club in the table so compiled shall be determined in order with the Club being awarded the highest number of points being first and the Club being awarded the second highest number of points being placed second and so on. In the event of two or more clubs being awarded the same number of points the highest placed Club shall be decided as follows:

**12.2.1** Goal difference – If any two or more Clubs have scored the same number of points their position in the division shall be determined on goal difference, that is to say, the difference between the total number of goals scored by and against a Club in League Matches in that Season, and the higher or highest placed Club shall be the Club with the higher or highest goal difference.

**12.2.2** In the event of the goal difference being equal the highest placed Club shall be the Club which has scored the most goals;

**12.2.3** In the event that two or more Clubs have the same goal difference and have scored the same number of goals then the highest placed Club shall be the Club which has won the most matches.

**12.2.4** In the event of the two Clubs still being equal the Club which has the better playing record against the other Club in their head to head Competition matches during the Season will be the highest placed Club.

**12.2.5** If the records of two or more Clubs are still equal and it is necessary for any reason to determine the position of each then the Clubs concerned shall play off a deciding match or matches on a neutral ground or grounds with the net gate money after deducting the usual matches expenses being divided equally between the two competing Clubs.

- 12.3 Promotion, relegation and lateral movement of Clubs shall be in accordance with the principles established by the Leagues Committee of The FA.
- 12.4 [each League to insert provision for promotion and relegation not covered by the LC]
- 12.5 If no Clubs are eligible or wish promotion, the number of Clubs to be relegated will be reduced.
- 12.6 In the event of a Club, not being placed in a relegation position at the end of the season, wishing to resign from the Competition at the end of the season, or having been removed from membership under the Articles the number of Clubs to be relegated shall be reduced accordingly.
- 12.7 In the event of a Club opting to be relegated or being removed from membership under the Articles such Club or Clubs will replace the Club or Clubs otherwise due for relegation in accordance with Regulation 5.4 in the Regulations for the Establishment and Operation of the National League System.
- 12.8 If any Club ceases to operate between the annual general meeting of the Company and the commencement of the following Playing Season, no adjustments to the number of Clubs participating in the Competition will be made. The remaining Clubs will participate in the Competition for that season.
- 12.9 A Club which for any reason ceases to operate at any time during the Playing Season may have its playing record expunged, and any monies due to them from the Company shall be forfeited. From the date of the withdrawal no further payment shall become due to them. From the date of the withdrawal, that Club shall cease to be a member of the Company.

### **NEXT SECTION IS FOR NATIONAL LEAGUE ONLY**

- 12.10 The Board may nominate Clubs to participate in sanctioned international competitions. The Board shall nominate the highest placed Club(s) from the previous season or apply any other reasonable method in its absolute discretion. Subject to FA approval, such nominated Clubs shall be obliged to participate and may apply to the Board to request necessary fixture alterations to enable its participation and may apply to the Board for a contribution to any reasonable travel costs sustained directly related to its participation that are not adequately covered by income from the sanctioned competition organiser or from shares of net gate receipts.

### **ALL OTHER LEAGUES RESUME HERE**

## **13. INSOLVENCY PROVISIONS**

### **13.A SPORTING SANCTIONS**

- 13.A.1 If an Insolvency Event shall occur in relation to any Club that Club shall be deducted 10 (ten) points.
- 13.A.2 Where a Club takes or suffers an Insolvency Event:-
- 13.A.2.1 during the Playing Season but prior to 5:00 p.m. on the fourth Thursday in March, the points deduction shall apply immediately;
- 13.A.2.2 during the Playing Season but after 5:00 p.m. on the fourth Thursday in March then Rule 13.A.3 shall apply; and
- 13.A.2.3 outside the Playing Season, the points deduction shall apply in respect of the following Playing Season such that the Club starts that Playing Season on minus 10 points (including a Club or Clubs Relegated from the [ ] League, where such Club shall be subject to Rule 13 of the [ ] League Rules or where it has been necessary under the National League System Regulations for a Club or Clubs to be moved from one league to another and such Club would have been subject to Rule 13).

## STANDARDISED RULES

- 13.A.3 Where the circumstances set out in Rule 13.A.2.2 apply and at the end of that Playing Season, having regard to the number of Competition points awarded (ignoring any potential deduction):-
- (a) the Club would be relegated in accordance with The [ ] League Rules, the points deduction will apply in the next following Season; or
  - (b) the Club would not be relegated as aforesaid, the points deduction will apply in that Playing Season and [ ] League Rules will then apply (if appropriate) following the imposition of the points deduction.
- 13.A.4 For the purposes of this Rule 13
- a) where any Insolvency Event is taken or suffered other than on a Business Day (as defined by the Insolvency Rules 1986 as amended from time to time) then for the purposes of determining the timing of any points deduction only the action taken or suffered will be deemed to have been taken or suffered on the immediately preceding Business Day; and
  - b) if a Company Voluntary Arrangement is approved, then approval of that Company Voluntary Arrangement shall be deemed to have been given at the date of the first meeting of creditors called to consider that Company Voluntary Arrangement, and not the date of any adjourned meeting of the creditors or the meeting of shareholders.
- 13.A.5 For the avoidance of doubt, where a Club is subject to more than one Insolvency Event (for example Administration followed by a Company Voluntary Arrangement), the Club shall only be deducted one set of 10 points, such deduction to apply with effect from the first Insolvency Event.
- 13.A.6 The Competition shall serve the Club with written notice of the points deduction (the 'Notice').
- 13.A.7 A Club may appeal against such a points deduction. Any such appeal will be conducted in accordance with the Regulations for Football Association Appeals, save that the following paragraphs of those Regulations will not apply – 1.2, 1.4, 1.5, 3.3 and 3.5. In place of those Regulations, the following Rules 13.A.8 to 13.A.12 will apply.
- 13.A.8 The Notice of Appeal shall be lodged with the FA within 7 days of the date of the Notice.
- 13.A.9 A Club may appeal against an automatic deduction of points solely on the ground that the insolvency proceedings arose solely as a result of a Force Majeure event (the 'Appeal'). For the purposes of this Rule 13, a 'Force Majeure' event shall be an event that, having regard to all of the circumstances, is reasonably considered to have been unforeseeable and unavoidable.
- 13.A.10 The Appeal Board shall have the power to:-
- 13.A.10.1 Confirm the deduction of ten points; or
  - 13.A.10.2 Set aside the deduction of ten points and substitute a deduction of such lower number of points as it shall deem appropriate; or
  - 13.A.10.3 Order that there shall be no sanction at all.
- 13.A.11 The decision of the Appeal Board shall be final and binding. Any costs incurred by any party in appeal proceedings brought before the Appeal Board shall be met by the Club in any event and shall be considered as a sum due to the Company.
- 13.A.12 Any sanctions imposed pursuant to these provisions shall not be taken into account in respect of any other sanctions, penalties or fines that may be imposed by the Competition in respect of any breaches of its Rules, Regulations or Articles of Association by the Club.

### 13.B. GENERAL INSOLVENCY

13.B.1 In the event of a Club entering an Insolvency Event between the end of the AGM and start of the AGM immediately following thereafter ('the next AGM') then it shall automatically be relegated by one Step at the next AGM, unless one of the following requirements has been met, namely:

- (i) Prior to the next AGM it has Paid in Full all its creditors (including but not limited to Football Creditors); or
- (ii) Prior to the next AGM it has Paid in Full its Football Creditors and entered a compliant CVA.

For the purposes of this Rule, a CVA shall be considered compliant if it provides for the following:

- That all Creditors will be paid in Full;
- The first payment under the terms of the CVA shall be made within 28 days of the approval of the CVA and shall constitute a minimum of 10% of the total sum payable;
- The balance shall be paid in equal amounts over the remaining period of the CVA;
- The period of the CVA shall not extend beyond three years from the date of approval.

Notwithstanding the above, in the event of a Club being subject to an Insolvency Event at the date of the AGM, then the Club may be subject to such sanction as the Board may determine, (including expulsion from membership of the Competition) unless the Board is satisfied that by no later than 5pm on 31 July (or, if the 31 July falls on a weekend, 5pm on the immediately preceding Business Day) that the Club (or any new entity to which its membership is subsequently transferred under 2.9.2 above) is in a financial position to complete all of its fixtures for the immediate following Playing Season.

This sanction shall apply in addition to any Club being relegated pursuant to its playing record in the same period namely that in the event of the Club having already been relegated by one Step it shall be relegated two Steps.

This provision is subject to Rule 2.9.1 in respect of Clubs which have transferred their membership pursuant to an Insolvency Event and in that case where there is any conflict between any provision of Clause 14 and Rule 2.9.1 then this Clause 14 shall prevail.

13.B.2 A Club shall not be eligible for promotion or to compete in the Play Offs at the end of a Playing Season if at 5pm on the date on which the last scheduled League fixture is due to be played that Club:

- (i) has entered an Insolvency Event between the date of the AGM and 5pm on the date on which the last scheduled League fixture is played and has not Paid in Full all its creditors to which the Insolvency Event applies (including but not limited to Football Creditors) or Paid in Full all its Football Creditors and entered a CVA to have Paid in Full all other creditors over an agreed period not extending more than three years following the date of approval of the CVA: or
- (ii) has not complied with the terms of a CVA by which it is bound or is to seek to extend the period of the CVA.

13.B.3 The sanctions contained herein shall be in addition to and not in substitution for any other sanctions contained within the Rules and, in particular, the sanctions set out in rule 13.A. For the avoidance of doubt, where a Club is subject to more than one connected Insolvency Event, for example Administration followed by a Company Voluntary Arrangement, any sanction applied to it in accordance with Rule 13.B.1 shall be applied in one Playing Season only except as provided for in Rule 13.B.1

### Compliance With/Extension of CVA's

- 13.B.4 Any Club must inform the Competition in writing (and provide supporting evidence) within seven (7) days of the Club:
- (i) making a payment under the terms of a CVA and provide evidence of that payment;
  - (ii) becoming aware of any failure to comply with the terms of any CVA entered into by it (including the failure to make a payment by the due date);
  - (iii) making an application to extend or vary the terms of the CVA entered into by it and provide a copy of the application,
  - (iv) completing all its obligations under an Insolvency Event and receiving confirmation of such from the relevant Insolvency Practitioner, or
  - (v) becoming aware of any consent by creditors to compromise the whole or part of the debt admitted into the CVA.
- 13.B.5 Following the approval of a CVA, if creditors subsequently consent to compromise the whole or part of the debt admitted to the CVA or if any Club makes a successful application to vary the terms of its CVA so that the CVA is not compliant as provided for in Rule 13.B.1 then that Club shall be automatically relegated by one Step at the end of the Playing Season in which the event takes place. If the Club has already been relegated due to its position in the final table of the Division in which it is competing then it shall be relegated two Steps.
- 13.B.6 In the event of any Club
- (i) Failing to comply with the terms of any CVA entered into it (whether securing Payment in Full of all of its creditors or not) including the failure to make a payment by the due date; and/or
  - (ii) Breaching any of the provisions of Rule 13.B.4 or failing to notify the Competition of any consent by creditors to compromise the whole or part of the debt admitted thereby rendering the CVA as non-compliant as required in Rule 13.B.1.
- Then the Board shall have the power to impose such sanction as it deems appropriate, including, but without limitation to expulsion of that Club, the relegation of that Club, the deduction of points and an Embargo.
- 13.B.7 here a Club has transferred its membership under Rule 2.9.2 the provisions of Rule 13.B in relation to a CVA shall be applied to the former entity that was subject to the Insolvency Event and/or the new entity

### 13.B.8 NATIONAL LEAGUE ONLY (13.B.4)

#### Clubs Relegated from the Football League

- 13.B.8 In the event of any Club entering the Competition from the Football League whilst subject to any Insolvency Event, then that Club shall be eligible for membership of the Competition and the provisions of Clause 13.B.1 will not apply to it at the AGM at which it is first elected into membership but will apply in all seasons after its first season of membership of the Competition.
- 13.B.9 In the case of a Club or Clubs relegated from a league in the National League System (excluding Step 7) or subject to lateral movement under the National League System Regulations, Rule 13.B.1 shall apply from the date of the AGM of the League of which the Club or Clubs were a member in the immediately preceding Playing Season where the AGM of the Company is later.

### 14. MATCH OFFICIALS

- 14.1** Match Officials for all Competition matches shall be appointed by the Appointing Authority.
- 14.2** No Club shall postpone a Competition match on account of the apparent state of the ground. In the event that such circumstances prevail, Clubs should comply with procedures provided for in the document published by The FA "Recommended procedure for the guidance of Clubs and Referees in determining the suitability of grounds in adverse weather conditions". Should the ground be declared unfit it is the responsibility of the home Club to immediately advise the Competition, the Appointing Authority, the visiting Club and the Match Officials.
- 14.3** In the event of any of the Match Officials appointed for a match not being in attendance at the match or becoming unable to complete the match it shall be completed under the control of the remaining Match Officials unless the competing Clubs are able to agree upon a substitute who is acceptable to the Match Referee; should the appointed Match Referee fail to appear then the senior Assistant Referee must take charge. Any substitute agreed for a match shall be considered a Match Official for the purposes of that match.
- In the event that a Club causes a match to be abandoned in relation to the operation of this Rule then that Club shall be charged with failing to fulfil a fixture (Rule 8.38 refers).
- 14.4** Match Officials should be present at the appointment at least [ \_\_\_\_ ] minutes prior to the scheduled time of kick-off. The appointed Referee may be required to visit the ground earlier if requested to do so by the home Club.
- 14.5** In cases where it is found necessary to stop play owing to the weather or other cause, the Referee must wait a reasonable length of time before deciding on abandonment.
- 14.6** Referees must report on the relevant form all cases where teams commence a match late or without eleven Players on the field of play. Referees must also report their own or any assistant referees' late arrival in any matches, and notify those concerned at the time of their intention. Assistant referees must also send an explanation of their late arrival to the Appointing Authority in writing by the method instructed by the Appointing Authority within 3 days of the match.
- 14.7** The home Club will be responsible for paying the Match Officials the fees and match expenses set by the Appointing Authority on the day of the match in their dressing room, within a reasonable time after the conclusion of the match (including matches abandoned for any reason). In the case of a postponed match, whether or not gate money is taken, any Match Official who has travelled to the match will be entitled to claim travelling expenses and half their match fee from the home Club. Where provided by the home Club, each Match Official must complete and submit a claim form for expenses.
- 14.8** The home Club shall be responsible for providing Assistant Referees with distinctive flags of a suitable size in an acceptable condition.
- 14.9** Three match balls proposed to be used in the match and, if applicable, supplied by the Company under a ball sponsorship agreement must be submitted to and approved by the Referee before the commencement of the match in his/her dressing room.
- It is the responsibility of the Club playing at home in each match played under the jurisdiction of the Competition to provide match balls in accordance with any match ball agreement signed by the Company. [The official Competition match ball must be used in all Competition matches and pre-match warm-ups.]
- 14.10** [The away Club is responsible for the provision of its own practice balls for use prior to the start of each match, as supplied by the Competition under a ball sponsorship agreement.]
- 14.11** Match Officials officiating in Competitions using the reporting functionality in The FA's Match Official Administration System (MOAS) must report all breaches of Rule via MOAS within 48 hours of the conclusion of the match. Match Officials officiating in Competitions not using the reporting functionality in MOAS must report all breaches of Rule to the Competition Secretary in writing within three days of the match on the appropriate form by first class post or electronically.

## STANDARDISED RULES

### 15. WITHDRAWAL OF CLUBS

A Club must notify the Company not later than 31st March each year of its intention to withdraw from the Competition at the end of that Playing Season. Failure to do so will make a Club liable to a fine.

This Rule shall not operate so as to preclude promotion, relegation or lateral movement of any Club to another competition in accordance with Rule 12.

### 16. PROTESTS, APPEALS

**16.1** All protests, claims or complaints relating to these Rules and appeals arising from a Player's contract shall be heard and determined by the Board, or a sub-committee duly appointed by the Board. The Clubs or Players protesting, appealing, claiming or complaining must send two copies of such protest, appeal, claim or complaint and deposit a fee which shall be forfeited in the event of the protest, appeal, claim or complaint not being upheld, and the party not succeeding may, in addition, be ordered to pay the costs at the direction of the Board.

**16.2** All such protests claims complaints and appeals must be received in writing by the Competition Secretary within fourteen days of the event or decision causing any of these to be submitted.

**16.3** The Board shall also have power to compel any party to the protest to pay such expenses as the Board shall direct.

**16.4** Any appeal against a decision of the Board must be lodged with The FA within fourteen days of the posting of the written notification of the decision causing the appeal, accompanied by a fee which may be forfeited in the event of the appeal not being upheld. A copy of the appeal must also be sent to the Competition Secretary.

All appeals to The FA must be lodged in accordance with the appeals procedure detailed in the Appendix to these Rules or that in force at any one time.

**16.5** A Club, on giving fourteen days' notice to a Player to terminate his Player's contract, must state in the notice his right of appeal to the Board and also the address of the Competition Secretary to whom he must appeal. The notice must advise the Player of the necessity of forwarding two copies of his appeal with the deposit fee specified in the Fees Tariff, to the Competition Secretary within seven days of the receipt of the notice from the Club. A copy of such notice must be received by the Competition Secretary within seven days of the sending of the notice in order to be valid.

**16.6** A Player on giving fourteen days' notice to his Club to terminate his Player's contract must also notify the Company and The FA of the reasons for the termination of the agreement. A copy of such notice must be received by the Competition Secretary within seven days of the sending of the notice in order to be valid.

**16.7** If the recipient of a notice referred to in Rules 16.5 and 16.6 above wishes to do so, he may appeal against the relevant notice within seven days of the date of sending of the notice in writing in duplicate to the Competition Secretary with an appeal fee.

**16.8** The Club or the Player as the case may be shall have further right of appeal as set out in Rule 16.4 above.

**16.9** An appeal by a contract Player against a fine or suspension imposed by his Club under Football Association Rule C1m must be made within seven days to the Competition Secretary.

**16.10** If so requested the Board may arbitrate on any disputes, protests, appeals, claims or complaints between two member Clubs in which event both Clubs shall send a non-returnable fee. Such arbitration shall be final and binding upon the parties to the arbitration.



### 17. MISCONDUCT OF CLUBS, OFFICERS, PLAYERS

- (a) Undertakings to be given by Club Employees

All Clubs must incorporate in any contracts of employment with their employees, including Player, an undertaking on the part of the employee not to bring The Competition or any Club into disrepute and an undertaking on the part of the employee not knowingly to do anything or omit to do anything which will cause the Club to be in breach of the Laws of the Game, the Rules of The Football Association or the Rules of the Competition.

Without prejudice to the generality of this rule, all Clubs must ensure they, and where appropriate any Officers of the Club, comply with the obligations of The Football Association's Owners' and Directors' Test.

- (b) Misconduct in pre-arranging the result of matches.

Any Club, Official or Player offering or receiving a payment or any form of inducement to or from any Club or the Official or Player of any Club; or any Club, Official or Player receiving or seeking to receive any payment or other form of inducement from any other person or organisation to win, lose, or draw a Match under the jurisdiction of the Competition or in which the Club participates by reason of membership of the Competition shall be deemed guilty of misconduct.

- (c) Any person charged and found guilty of bringing the Competition into disrepute and any Club, Officer or Member charged and found guilty of misconduct as defined by the Board or of inducing or attempting to induce a player of another Club to join his own Club shall be liable to such penalty as the Board shall deem appropriate.

### 18. TROPHY

The Company shall present to the Winners of all divisions in the Competition [\_\_\_] souvenirs, [\_\_\_ for the Players, \_\_\_ for the secretary, team manager and \_\_\_ for assistant and coaching staff.] Additional souvenirs cannot be presented except by consent of the Board, and then at the expense of the requesting Club.

In addition, a Competition championship trophy will be presented as and when the Board determine.

The Clubs concerned will also receive a permanent souvenir.

The trophies are the property of the Company and may never be won outright. A runners' up trophy and medals may also be awarded at the discretion of the Company.

The recipient Club shall be responsible for engraving their details on the trophy before returning same.

The following agreement shall be signed on behalf of the winners of the trophies:

"We, A.B. the \_\_\_\_\_ of \_\_\_\_\_ Football Club, C.D. and E.F members of and representing the said Club, having been declared winners of the [\_\_\_\_\_] Trophy and the same having been delivered to us by the said Competition, do hereby on behalf of the said Club, jointly and severally agree to return the same to the Competition Secretary, on or before 1st March next in good order and condition, suitably inscribed, in accordance with the Rules of the Competition and if the said Trophy is lost or damaged whilst under our care, we agree to refund to the Competition the amount of its current value or the cost of its thorough repair."

Any Club not returning the Competition trophy by the due date, returning them in poor condition or without being engraved will be fined.

### 19. ALTERATIONS TO RULES

No alteration to the Rules shall be made until they have been approved by The FA. Alterations to Rules shall be approved at a general meeting of the Company [in accordance with article [\_\_\_\_\_] of the Articles of Association of the Company].

## STANDARDISED RULES

Proposals for alterations to Rules, together with the name of their proposers and seconders, shall be received by the [League] [Company] Secretary not later than [30th November / 31st January] prior to the date fixed for the Annual General Meeting of the Company in each year or not later than eight weeks before the holding of an Extraordinary General Meeting called for the purpose of amending the Rules.

### 20. ADMISSION CHARGES

The minimum charge for admission to all matches shall be determined from time to time by the Board.

Admission charges must be the same for home and visiting supporters at Competition matches for equivalent accommodation. If there is no equivalent accommodation, the Board may in its absolute discretion consider the changes set by the home Club and determine a reasonable equivalent admission charge for visiting supporters, which shall be implemented by the home Club until the end of the current Playing Season.

Clubs may, with the written permission of the Board, have a maximum of three Competition Match days each Playing Season during which they can vary general admission charges for adults including allowing free admission.

Concessionary admission charges or pricing policies for disabled people and their carers / helpers, senior citizens, students, children, unemployed, armed forces etc, if available for home supporters, must be offered on a similar basis to visiting supporters.

[The minimum charge shall apply pro-rata to any Season Ticket albeit with a discount of up to 15%. A Club may provide its Sponsors with complimentary tickets at any time but the value of the said complimentary tickets shall not exceed 10% of the value of the relevant sponsorship per season.]

### 21. LONG SERVICE

21.1 The Board shall be empowered to grant a long service award for 21 years' service with a member Club, providing such an award has not already been made by any other competition.

21.2 [Clubs may enter into agreement with Players after five years continuous service providing for a testimonial. Players shall be qualified for a second testimonial after a further five years continuous service. If a Player is eligible for and entitled to a testimonial, his Club may grant him a monetary consideration, sanctioned by the Board of Directors, in lieu of such testimonial.]

### 22. CENTENARY AWARDS

A Club celebrating its centenary whilst in membership of the Competition shall be presented with a commemorative award by the Board.

### 23. PLAYING SURFACES

#### 23.1 The Pitch

With effect from the commencement of Season 2016/17 Competition Matches may be played on:

- (a) Grass Pitch; or
- (b) Football Turf Pitch in Steps 1 to 6

#### 23.2 Ground Maintenance

The Club is to be responsible for the maintenance of the Pitch and for the general maintenance of the ground. The Club must ensure that adequate arrangements are in place to maintain its Pitch in good order, as required under these Rules.

#### 23.3 Pitch Standards

All Pitches must be flat and free from surface depressions and excessive undulations. The maximum slopes allowable shall not exceed an even gradient of vertical to horizontal 1:41 in any direction.

The Competition may require a Club to take such steps as the Board shall specify if not satisfied that an adequate standard of the Pitch is being maintained, including but not limited to the Board commissioning an independent report (including a Pitch Test) on the state of the Pitch, the cost of such independent report to be borne by the Club concerned.

- 23.4** Where a Club proposes to install a Football Turf Pitch (or replace an existing Football Turf Pitch) the following shall apply:

For matches played under the auspices of The National League at Step 1& 2 of the National League System:-

- (a) the Club shall disclose to the Competition, as soon as reasonably practicable but in any event not later than 7 days following the Club's final match of the Playing Season preceding the scheduled commencement of installation, full details of the proposed contractor installing the Football Turf Pitch and the timescales for installation. The proposed Football Turf Pitch must have a design and specification that is capable of attaining the FIFA Recommended Two Star Certificate following installation;
- (b) no installation works shall commence until such time as the Competition has approved the proposed installation and the timetable thereof. Installation may only take place outside the Playing Season;
- (c) installation must be scheduled to be completed in sufficient time to enable the completion of a Pitch Test and for confirmation of the results thereof to be supplied to the Competition no later than 14 days prior to the commencement of the following Playing Season;
- (d) the Club shall procure that:
  - (i) a Pitch Test is carried out on the newly installed Football Turf Pitch; and
  - (ii) the FIFA accredited field test institute provides the Competition with a copy of their official reports to FIFA immediately following completion of the Pitch Test; and
- (e) the Club shall provide a copy of the FIFA Recommended Two Star Certificate within 7 days of receipt to the Competition.

For matches played at Step 3 and below of the National League System:-

- (f) the Club shall disclose to the Competition, as soon as reasonably practicable full details of the proposed contractor installing the Football Turf Pitch and the timescales for installation. The proposed Football Turf Pitch must have a design and specification that is capable of attaining the FIFA Recommended One Star Certificate / IATS (International Artificial Turf Standard) or Two Star Certificate following installation;
- (g) no installation works shall commence until such time as the Competition has approved the proposed installation and the timetable thereof;
- (h) the Club shall procure that:
  - (i) a Pitch Test is carried out on the newly installed Football Turf Pitch; and
  - (ii) the FIFA accredited field test institute provides the Competition with a copy of their official reports to FIFA immediately following completion of the Pitch Test; and
- (i) the Club shall provide a copy of the FIFA Recommended One Star / IATS or Two Star Certificate within 7 days of receipt to the Competition in which it is in membership.

- 23.5** Only Clubs with FIFA Recommended Two Star certified Football Turf Pitches will be eligible to take part in matches under the auspices of The National League at Step 1 & 2 of the National League System SAVE THAT a Club which has a ground with the recommended FIFA One Star / IATS Certificate installed by 31 July 2016 can be promoted to Step Two of the National league System providing that it undertakes that upon renewal of the Pitch the Club will install a Pitch with a FIFA Recommended Two Star Certificate or be relegated to the appropriate Step.

## STANDARDISED RULES

- 23.6** Without prejudice to the obligations set out in Paragraph 23.3 above, Clubs that have a Football Turf Pitch shall:-
- (a) take such steps and/or refrain from such actions as are necessary to ensure that the Football Turf Pitch continues to meet the requirements for a FIFA Recommended One / IATS or Two Star Certificate (as applicable) at all times during each Playing Season including, without limitation, complying with all requirements of the FIFA Quality Standard;
  - (b) where required to undertake Pitch Tests:
    - (i) procure that the FIFA accredited field test institute undertaking any Pitch Test provides to The Competition a copy of their official reports to FIFA immediately following completion of the Pitch Test;
    - (ii) provide a copy of the FIFA Recommended One / IATS or Two Star Certificate by 31st May prior to the commencement of each Playing Season (as applicable); and
  - (c) co-operate with all reasonable requests made by the Competition, the Association or FIFA for the performance of the Football Turf Pitch to be measured.
- 23.7** Where the Board is aware, by whatever reason, a Football Turf Pitch fails to meet the requirements of the FIFA Recommended One / IATS or Two Star Certificate, including following any Pitch Test, the Club shall forthwith, at its cost, take such steps as the Board shall specify to ensure the Football Turf Pitch is restored to the requirements of the FIFA Recommended One / IATS or Two Star Certificate (as applicable).
- 23.8** The Competition shall have the right to order the postponement of a match where the Football Turf Pitch fails to meet the requirements of the FIFA Recommended One / IATS or Two Star Certificate (as applicable).
- 23.9** Where a Club has a Football Turf Pitch, any visiting Club is allowed to train, at no cost to that Club, on the Football Turf Pitch on the day before the relevant match or at a mutually agreed time. The length of this training session may not exceed one hour, unless agreed otherwise with the home Club. The visiting Club must notify the home Club of its intention to exercise this right no later than 2 weeks prior to the scheduled match (or within 48 hours of the arrangement of the fixture, if later).
- 23.10** A breach of any of the requirements of Rule 23 which results in the postponement or abandonment of a match shall be dealt with in accordance with Rule 8.39.
- 23.11** Pitch Protection
- [In order to protect any Pitch, unless otherwise mutually agreed between both participating Clubs, the following procedures shall be adopted by Players and Officials in the periods immediately before and after a Match and at half time:
- (a) the Pitch shall only be used for warming up or warming down by Players named on the Team Sheet;
  - (b) pre-match warming up by either team shall not commence until 45 minutes before the kick-off time at the earliest, shall not last for more than 30 minutes, and shall end no later than 10 minutes before the kick-off time;
  - (c) if portable goals are provided they shall be used for all goalkeeping drills other than crossing practice;
  - (d) the goalmouth area shall be used by goalkeepers only if portable goals are not provided or for crossing practice and then only for not more than 20 minutes;
  - (e) for the purposes of warming up and warming down each team shall use only part of the Pitch between the edge of a penalty area and the half way line or as otherwise directed by the groundsmen;

- (f) all speed and stamina work shall be undertaken off the Pitch parallel to the touchline opposite the side to be patrolled by the assistant referee or, in the absence of sufficient space, in that part of the Pitch described in paragraph (e) above or as otherwise directed by the groundsman;
- (g) Players using the Pitch at half time as aforesaid shall give due consideration to any other activity or entertainment taking place on the Pitch at the same time;
- (h) the Home Club may water the Pitch at half time provided it gives reasonable notice to the referee and the other Club that it intends to do so and that any such watering is carried out evenly over the entire length and width of the Pitch; and
- (i) any warming down after the conclusion of the Match shall last for no longer than 15 minutes and for that purpose neither penalty area shall be used].

### 23.12 Promotion and Relegation to and from The National League

As a pre-condition of entry into The National League (Step 1) any Club proposing to enter with a Football Turf Pitch must by no later than 31st May in its proposed year of entry provide the Competition with an irrevocable undertaking that in the event of it gaining promotion to The Football League at any time that it will comply in full with the applicable criteria, policies and regulations of The Football League in relation to the playing surface and together with such undertaking will provide credible and acceptable evidence as to how it would do so. In the event of the undertaking being breached at the relevant time and as a result the Club not being eligible to be admitted as a member of The Football League then the Club shall not retain its place in The National League and instead shall automatically be relegated to National League North or South and may have levied upon it a fine as determined by the Board in its sole discretion. Such Club shall not be accepted into membership of The National League (Step 1) until such time as it installs a Grass Pitch so that it complies in full with the playing surface regulation of The Football League. This provision shall cease to apply in the event of The Football League accepting clubs with a Football Turf Pitch.

## 24. INSURANCE

### 24.1 PLAYERS

All Clubs shall be members of a Players personal accident insurance scheme. The policy cover shall be at least equal to the minimum recommended cover determined from time to time by The Football Association.

[Each Club shall submit to the Board a copy of the insurance policy document together with the last premium payment receipt fourteen days prior to the start of the Playing Season.]

### 24.2 PUBLIC LIABILITY

All Clubs must have Public Liability cover of at least ten million pounds (£10,000,000).

Each Club shall submit to the Board a copy of the insurance policy document together with the last premium payment receipt fourteen days prior to the start of the Playing Season.

## STANDARDISED RULES

### 25. MEDICAL PERSONNEL

[The home Club must have a qualified medical practitioner in attendance throughout the match. The HOME doctor to visit both the home and away teams' dressing rooms before leaving the ground. The name of the doctor present at the match must be entered on the Team Sheet. Failure by any Club to meet this requirement may result in a fine being imposed at the discretion of the Board.]

[The home Club should have a therapist who is a Graduate, Chartered or a registered member of the Health Professions Council in attendance throughout matches, to attend to injured Players on the field of play and in the dressing room(s) and who holds a valid first aid certificate. Away Clubs should be accompanied by a therapist as stated above, for the same purpose].

Clubs shall ensure their medical practitioner or physiotherapist or equivalent keeps detailed up-to-date medical records for all Contract Players in the form and in accordance with the requirements and guidelines published by the Football Association from time to time.

When a Player's registration is about to be transferred the Transferor Club must make such records available to the medical practitioner or physiotherapist of the Transferee Club. This procedure shall also apply to all Players whose registrations are temporarily transferred under the provisions for Long, Short and Youth Loans.

### NEXT SECTION IS FOR NATIONAL LEAGUE, NATIONAL LEAGUE NORTH AND NATIONAL LEAGUE SOUTH ONLY

### 25. MEDICAL PERSONNEL

(a) National League only- The home Club must have a qualified medical practitioner in attendance throughout the match. The HOME doctor to visit both the home and away teams' dressing rooms before leaving the ground. The name of the doctor present at the match must be entered on the team sheet. Failure by any Club to meet this requirement may result in a fine being imposed at the discretion of the Board.

(b) All Clubs – The home Club should have a therapist who is a Graduate, Chartered or a registered member of the Health Professions Council in attendance throughout matches, to attend to injured players on the field of play and in the dressing room(s) and who holds a valid first aid certificate.

Away Clubs should be accompanied by a therapist as stated above, for the same purpose.

(c) Medical Records for Contract Players.

Clubs shall ensure their medical practitioner or physiotherapist or equivalent keeps detailed up-to-date medical records for all Contract Players in the form and in accordance with the requirements and guidelines published by the Football Association from time to time.

When a Player's registration is about to be transferred the Transferor Club must make such records available to the medical practitioner or physiotherapist of the Transferee Club. This procedure shall also apply to all Players whose registrations are temporarily transferred under the provisions for Long, Short and Youth Loans.

All Clubs are required to have a Medical Emergency Action Plan (MEAP), or equivalent, in place. A copy of which must be submitted to the League Secretary on the standard form provided by no later than 1st August in each year.

(d) Crowd Doctors.

Where necessary, any Doctors employed as Crowd Doctors must have successfully undertaken:-

- the 2 day FA Course in Immediate Medical Care or pre-Hospital Care;
- the Diploma in Immediate Medical Care; or
- an equivalent.

### ALL OTHER LEAGUES RESUME HERE

#### 26. PLAYER TRANSFERS BETWEEN CLUBS

When Players are transferred (Contract, Non-Contract, Scholars or loan on temporary transfer) between member Clubs (or between member Clubs and clubs) it is the responsibility of each Club to ensure that the Competition receives copies of all relevant documents pertaining to the transfer including full details of any payment schedules agreed in writing or otherwise between the two Clubs. Should a Club fail to meet the payment schedules lodged with the Competition on receipt of notification an embargo on further Players registrations will be placed upon the defaulting Club together with a 1% levy per day on the outstanding payments as detailed in the [\_\_\_\_\_]

#### 28. PROVISION FOR FULL & ASSOCIATE MEMBERS

#### 29. PROMOTION AGREEMENTS

#### 30. GENERAL MEETINGS

#### 31. MANAGEMENT COMMITTEE

#### 32. COMPETITION OFFICERS

33. Each Club shall at all times comply with all reasonable requests by the Competition to ensure due compliance by the Competition with its Commercial Agreements and shall not enter into any new agreements with any direct competitor to the Competition's title sponsor [or any third party with whom the Competition has entered into a commercial agreement.]

34. Each Club shall be obliged to utilise any match boards provided by the Competition's sponsor and further shall be obliged to procure that any bench kit provided by a sponsor shall be worn during competitive and first team matches. In the event of any Club having an existing agreement with a competitor to the Competition's sponsor in respect of match boards, bench kit and other commercial or advertising obligations, they should be entitled to honour that agreement on an on-going basis.

35. Each Club shall permit photography, filming and audio and web broadcasting at their home ground to enable the Competition to comply with the terms of any Commercial Contract (as defined in the Articles), which may be entered into by the Company and will provide all necessary facilities as may reasonably be requested by the Competition or any broadcaster as may be nominated by the Competition.[Appendix....]

36. [Any distribution of any income received by the Company from any source whatsoever shall be entirely at the discretion of the Board.]

[The amount of central funding available for distribution will be agreed by the Board from time to time and will be distributed to Clubs, subject to the Board's discretionary rights above, in the ratio of 70% of the total agreed fund to Clubs in the Premier Division and 30% to Clubs in the North and South Divisions. The Board's discretion not to distribute central funding to a Club or Clubs will extend to, but may not be limited to, Clubs subject to a winding-up petition and/or an Insolvency Event. Payment of central funding withheld under this rule will not be distributed retrospectively.]

37. The Company shall be entitled either directly or through its duly appointed agents to inspect the books, accounts and financial records of any Club and that Club shall make available to the Company all information as may be required from time to time in that respect.

## STANDARDISED RULES

### NEXT SECTION IS FOR NATIONAL LEAGUE ONLY

#### 38. CLUB FINANCE RECORDS

- (a) The Company shall be entitled either directly or through its duly appointed agents to inspect any Member Club books, accounts and financial records and the Club shall make available to the Company all information as may be required from time to time in that respect.
- (b) Current HMRC debt.

With effect from 1 July 2011 any Club which has not, within twenty-eight (28) days of the relevant due date, paid to HMRC the amounts due to be paid to HMRC to discharge:-

- the Club's full liability for VAT, and PAYE & NIC due in respect of any and all employees or former employees of the Club for the immediately preceding payment period;
- the Club's full liability for VAT, PAYE & NIC which becomes due as a result of an assessment issued by HMRC, with the exception of amounts formally disputed until such time determination is made on HMRC's claim, and/or
- defaults on the terms of any 'time to pay' agreement,

shall report the default event to the Competition prior to the month end following the month in which the debt falls due.

#### 39. CENTRAL FUNDING

- 39.1 The Competition has the right not to make any Payments from central funding to Clubs who are subject to an Insolvency Event.
- 39.2 Clubs shall irrevocably waive their right to receive monies and also waive their right to receive such monies when at any time funds are due from them to Football Creditors within or without The Competition and further irrevocably authorise and appoint the Competition as their attorney to pay any monies which would otherwise be due to their Football Creditors to such Football Creditors on their behalf if deemed appropriate by the Board.
- Any Club responsible for such payment arising shall pay a fee in accordance with the Standard Fees Tariff.
- 39.3 Members of the Competition hereby irrevocably authorise the Board that in the event of each or any of them taking steps which would comprise an Insolvency Event to withhold any payment that might otherwise be due and permanently waive their right to receive the same subject only to the Board's discretionary right to pay such monies to their Football Creditors as referred to in 39.2 above or 39.4 below.
- 39.4 Whether there is any withholding pursuant to Rule 39.1 or not the member further irrevocably appoints the Company as its attorney to pay and discharge out of any monies that would otherwise be due to it pursuant to its membership of the Company and/or the Competition any sums that may be due to other members of the Company or any other Football Creditor as defined within the Rules of the Competition.
- 39.5 In the event of any such payments being made as set out in Rule 39.2 and 39.4 the Board shall be obliged to advise the relevant members in writing of the payments it has made on its behalf within 28 days of such payments.



## STANDARDISED RULES

### NEXT SECTION IS FOR LEAGUES AT STEPS 1-4

#### 40. FINANCIAL REPORTING INITIATIVE

A club shall comply with the provisions of Appendix [ ], 'Financial Reporting Initiative' as shall be enforced from time to time as determined by the Board and approved by the Football Association.

### NEXT SECTION IS FOR NATIONAL LEAGUE ONLY

#### BUDGET MONITORING SCHEME & PERMITTED LOANS

41. A Club shall comply with provisions of Appendix E, 'Budget Monitoring Scheme & Permitted Loans' as shall be enforced from time to time as determined by the Board.
42. An Embargo may be imposed pursuant to any of the relevant preceding or subsequent Rules and Regulations or Appendices but in any event shall be imposed:-
- where a Club has undergone an Insolvency Event
  - where a Club has been served with a winding-up petition which has not been satisfied in full or to the satisfaction of the petitioning creditors as evidenced by written agreement or
  - where a Club has either defaulted on such an agreement or has omitted or incorrectly reported its failure to adhere to the terms of any agreement.

Any Embargo is without prejudice to any other penalties that the Competition may wish or be entitled to impose pursuant to any other Rule or Regulation or Appendix in relation to any matter giving rise to the right to impose an Embargo including but not limited to any default, or any agreement reached with creditors or failure to report the default or incorrectly reporting the Club's adherence to any agreement with creditors.

The following appendices are incorporated within the membership rules and should be read in conjunction with the aforementioned rules. The rules and appendices were approved and passed by the Clubs at the Annual General Meeting (insert date \_\_\_\_\_20\_\_\_\_).

#### ALL OTHER LEAGUES RESUME HERE

## STANDARDISED RULES

### SCHEDULE A

#### FEES TARIFF

RULE	SUBJECT MATTER	AMOUNT (£)
2.5	Grading	
3.1	Application for membership	
3.1	Grading	
3.2	Membership	
3.2	Annual Subscription	
6.1.1	Registration Forms	
6.1.1	Additional forms	
13.A.7	Sporting sanctions appeal	
16.1	Appeal to Board	
16.4	Appeal to The FA	
16.5	Appeal by Player	
16.6	Appeal by Club	
16.10	Arbitration	

#### FINES TARIFF

RULE	OFFENCE	UP TO A MAXIMUM FINE OF (£)
2.2	Failure to return Form D questionnaire	
2.2	Failure to complete Form D	
2.2	Failure to provide affiliation number	
2.8	Failure to notify change in Memorandum and Articles within 14 days	
2.13	Failure to publish legal name and ownership	
2.14	Failure to notify occurrence of an Insolvency Event	
2.20	Failing to attend any General Meeting	
3.2	Failure to pay Annual Subscription 7 days before AGM	
4.5	Failure to pay amount due within 28 days	
4.8	Failing to attend to business	

## STANDARDISED RULES

RULE	OFFENCE	UP TO A MAXIMUM FINE OF (£)
6.4.2	Failure to register 16 players prior to start of the season	
6.7	Failure to return Retained List by the due date	
6.8	(i)	Failure to use a board for substitutions in a match
	(ii)	Named substitute not registered but not taking part
6.9	Playing ineligible Player	
7.1	Failure to provide details of colours by due date	
7.1	Failure to wear registered colours at home	
7.1	Failure to number all shirts	
7.1	Failure to have numbers on striped etc shirts on contrasting patch	
7.2	Failure to change relevant item in event of clash	
7.2	Goalkeeper not wearing kit different to ALL OTHER Players	
7.4	Failure to wear official shirt/short numbers in a match	
7.4	Failure of Player to wear number in accordance with Team Sheet	
7.5	Captain not wearing armband	
7.6	Failure to wear official sleeve logos in a match	
8.32-8.36, 14.3	Causing Abandonment	
8.38	Failure to notify postponement or abandonment	
8.39	Failure to fulfil fixture	
8.39	Failure to agree new date of postponed match in time set	
8.15	Failure to carry out inspection procedure in accordance with 14.2	
8.12	Failure to have fax, mobile phone or email operational at all times	
8.23	Failure to start with Eleven Players	
8.23	Failure to play full strength team	
8.20	Late Team Sheet	
8.20	Incomplete Team Sheet	
8.21	Altering Team Sheet after exchange (except for Player injured in warm up)	

## STANDARDISED RULES

RULE	OFFENCE	UP TO A MAXIMUM FINE OF (£)
8.13	Failure to notify details of match to visiting Club and / or Match Officials	
8.16	Failure to notify cancellation or rearrangement to Match Officials	
8.18	Failure to have a defibrillator present at home matches (Steps 1 to 4 only)	
8.6 / 8.23	Late kick off	
8.4	Failure to play County Cup match midweek	
8.9	(i) Playing in competition without permission (ii) FAILURE TO NOTIFY RESULT TO THE COMPETITION SECRETARY	
8.37	Failure to provide details of match immediately following end of match	
8.14	Failure to provide acceptable match programme	
8.14	Failure to provide programme information to hosts when playing away	
8.24 - 8.28	Benches	
8.29	Failure of all occupants of the technical area to wear corporate bench kit	
8.30	Failure by a home Club to provide a full match video	
10.8 / 10.14	Failure to submit accounts within nine months of accounting reference date	
8.31	Failure to send result form within the required timescales as detailed in 8.31	
14.7	Failure to pay Match Officials on day of match in dressing room	
14.8	Failure to provide flags	
14.9	Failure to play with Match balls required by The Competition	
14.10	Failure to provide practice balls to visitors	
15	Failure to give notice of resignation by due date	
18	Failure to return trophy by due date	
18	Failure to return trophy engraved	
18	Failure to return trophy in good condition	
24.1	Failure to insure Players	
24.2	Failure to implement public liability insurance to required level	
25	Failure to have medical personnel as stated	
34	Failure to utilise match boards provided by the Competition's sponsor in a match	

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# APPENDIX [ ] – THE LICENSING SYSTEM

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This Licensing System has been compiled by the National League System Policy Body and approved by The FA Council for the mandatory use of all Competitions at Steps 1 to 4 (inclusive) of the National League System and should be read in conjunction with the Standardised Rules (“the Rules”) and The FA’s Sanction and Control of Competitions Regulations.

## DEFINITIONS

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Unless otherwise stated, definitions are as stated in the Rules.

“**The FA**” or “**The Association**” means The Football Association Limited

“**Competition**” – means a league at Steps 1-4 of the National League System

“**Licence**” means the annual licence required to be held by a Club who wishes to be a member of a Competition, which may be either an Unconditional Licence or a Conditional Licence .

“**Licence Criteria**” – as stated in Annex 1, each of which is a Criterion

“**Conditional Licence**” – a Licence with conditions attached to be met by a Club within a period determined by the Competition in which the Club holding the Licence is allocated by the Leagues Committee. Such period is not to exceed 1 March in the Membership Year to which the Licence relates. Save in exceptional circumstances, a Conditional Licence cannot be granted to a Club for successive Membership Years in respect of the same Criterion.

“**Unconditional Licence**” – a Licence without any conditions attached

### 1. GENERAL PROVISIONS AND APPLICATION OF THE LICENCE

- 1.1 The Association operates a Licensing System for Clubs at Steps 1 to 4 of the National League System. The Association has delegated to each Competition the operation, determination and monitoring of the Licence as set out in this Licensing System (“the delegated powers”). The Association retains a right to apply the operation, determination and monitoring of the Licence as set out in Section 2 below. The Competition may in accordance with the Rules delegate its responsibilities under this Licensing System to a Sub Committee or similar body.
- 1.2 A Club must hold a Licence to be a member of a Competition.
- 1.3 A Licence is granted for a Membership Year. In each Membership Year the Competition must monitor the compliance of each Club in relation to the Licence Criteria unless the Licence has been withdrawn by the Competition or has been or is to be surrendered by a Club.
- 1.4 If at any time during a Membership Year the Competition becomes aware that a Club no longer fulfils any of the Licensing Criteria then the Competition shall review that Club’s Licence in relation to the non-fulfilment such that a Licence may be withdrawn, suspended or have conditions imposed or varied or have financial penalties imposed upon it.
- 1.5 A Club must give written notification to the Competition of which it is a member of any breach of any Licence Criterion within 5 working days of the breach occurring.
- 1.6 If a Club’s Licence is suspended then that Club cannot participate in the Competition from that date until the expiry of seven days from the day the default is remedied, unless otherwise agreed by the Competition. If the Competition refuse or withdraw a Licence then that Club cannot participate in the Competition.
- 1.7 A Club that does not hold a Licence to be a member of a Competition may apply to The Association to be placed elsewhere within the National League System in accordance with National League System Regulations but shall not be automatically entitled to such a place.



### 2. ROLE OF THE ASSOCIATION

- 2.1 At any time The Association can make representations in writing to the Competition with regard to the Licence of a Club and the Competition shall respond in writing within 5 working days of receipt of the representation.
- 2.2 The Association has the right to apply at any time the delegated powers where in the reasonable opinion of The Association the Competition has failed to do so or has failed to do so adequately and the procedure set out in paragraph 2.3 has been followed. This right includes determining any sanctions for non-compliance by a Club with the Licence Criteria. In the event that The Association exercises the delegated powers then they shall be applied by The Association's Chief Regulatory Officer or any officer acting on a delegated authority.
- 2.3 The procedure to be adopted in the event that The Association wish to apply delegated powers as provided for in paragraph 2.2 is that The Association's Chief Regulatory Officer or any officer acting on a delegated authority shall give written notice to the Competition setting out the matter in respect of which it wishes to apply delegated powers, the decision it wishes to apply and the full reasons for this. The Competition shall reply in writing within five working days of receipt of The Association's written notice, or 3 May following the submission of the application if earlier, setting out its responses to the proposal including the Competition's agreement or otherwise to The Association's notice. If agreed then the decision required by The Association shall be applied by the Competition and shall be treated as a decision of the Competition. If not agreed then The Association may, after considering the responses of the Competition, confirm its decision to exercise delegated powers to the Club and the Competition in writing. In the event that The Association has applied the delegated powers then the decision of the Competition shall be set aside and the decision of The Association shall apply subject to an appeal by the Club and or the Competition as set out in Section 7.

### 3. LICENSING PROCESS AND TIMETABLE

- 3.1 Each Club is required to apply for a Licence using the application form. The application form is to be received by the Competition by 14 March in respect of the Membership Year immediately following. A Club shall be assessed by the Competition in accordance with the Licensing Criteria in order to be granted a Licence.
- 3.2 The Competition will conclude the assessment process by 21 April of the Membership Year and notify The Association in writing of its licensing decisions by that date in a form reasonably determined by The Association.
- 3.3 The Competition must advise each of its member Clubs of its licensing decision in writing on or before the 5 May following the submission of an application, other than for a Club to which The Association has exercised the delegated powers in accordance with paragraph 2.3.
- 3.4 The Competition shall advise The Association in writing of any subsequent decision in relation to any Licence during a Membership Year. Such notification to be transmitted to The Association within five working days of the date of the decision of the Competition.
- 3.5 The Competition may request the attendance of a Club at a meeting to consider the assessment of that Club in relation to the Licence or request any further information it deems appropriate. Such attendance, once requested, shall be mandatory and shall be made by an Officer of the relevant Club.

### 4. LICENCE CRITERIA

- 4.1 The Licence Criteria are as set out in Annex 1. Each Licence Criterion is to be met for a Club to be granted an Unconditional Licence. A Conditional Licence may be issued as stated in the Licence Criteria.

## STANDARDISED RULES

### 5. TRANSFER OF A LICENCE

- 5.1 If a Club wishes to transfer its Licence from one entity to another then it may only do so with the written consent of the Competition and The Association. The requirements to be met for the transfer of a Licence are set out in Rule 2.9.

### 6. MOVEMENT OF CLUBS

- 6.1 In the event that a Club moves from one Competition to another then the Licence will be retained by the Club and must be applied by the Competition of which that Club becomes a member. The Competition which receives a Club by such transfer may review that Club's Licence at any time and take such action as may have been available on the original application.
- 6.2 (Step 1 only) A Club relegated from the English Football League shall be subject to assessment for a Licence by the Competition on becoming a member of the National League in a timescale determined by the Competition and such relegated Club shall fully co-operate with such assessment in a timely manner. Such a Club must not be refused a Licence in its first Membership Year although any conditions for the grant of the Licence must be satisfied by no later than 1 March following the application.
- 6.3 (Step 4 only) A Club promoted to the Competition from Step 5 of the National League System shall be subject to assessment for the Licence by the Competition on becoming a member of the Competition. The timescale for assessment against the Licence Criteria shall be determined by the Competition and such a Club shall fully co-operate with the assessment in a timely manner. Such a Club must not be refused a Licence in its first Membership Year although any conditions for the grant of the Licence must be satisfied by no later than 31 March in that Membership Year. The Competition shall notify a Club of the decision in relation to a Licence in writing and notify The Association at the same time.

### 7. APPEALS

- 7.1 All decisions of the Competition in relation to a Licence shall be subject to appeal only by the Club which submitted an application form for that Licence. The appeal shall be determined in accordance with The FA's Appeal Regulations save that any such appeal must be lodged in writing within 5 working days of the date of notification of the decision to be appealed against and any appeal hearing must be held within 14 days of the appeal being lodged with The Association.
- 7.2 All decisions of The Association where it applies the delegated powers in accordance with Section 2 shall be subject to appeal only by the Competition and the Club which submitted an application form for a Licence. The appeal shall be determined in accordance with The FA's Appeal Regulations save that it must be lodged in writing within 5 working days of the date of notification of the final decision of The Association to apply delegated powers and any appeal hearing must be held within 14 days of the appeal being lodged with The Association.

### 8. RULES AND FA RULES

- 8.1 The application of the Licence Criteria and processes shall not restrict the application of the Rules and FA Rules in any way. Any information provided under the licensing processes may be used by the Competition and or The Association in the application of the Rules and FA Rules respectively.

### 9. MISCONDUCT

- 9.1 Any Club and or Club Official that knowingly provides information to the Competition in relation to the Club's Licence that is found to be false in any particular then that Club and or Club Official may be charged with Misconduct under the Rules or FA Rules.

### LICENCE CRITERIA ANNEX 1

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#### 1. LEGAL

- 1.1 Confirmation of the legal entity that is the Club
  - 1.1.1. By 14 March in a Membership Year a Club must confirm to the Competition its company name and number (if incorporated) and a list of all individuals with a Significant Interest in the Club or the name of the nominee in whose name the membership of the Company is vested (if an unincorporated association) as at the 1 March immediately preceding.
  - 1.1.2 The Criteria will be met where the details provided by a Club complies and accords with information already provided to the Competition.
  - 1.1.3. If a Club fails to provide the information or if the information provided does not comply and accord to that held by the Competition then the Club must explain any differences within a timescale set by the Competition. If the explanation provided by the Club does not satisfy the Competition then the Competition may refuse the Licence, issue a Conditional Licence and or penalise the Club at its discretion.
- 1.2 The Rules or Articles of Association of a Club are required to meet the provisions of Rules I 2 (a) to (d) of The Association.
  - 1.2.1 1.2.1 The criteria shall be met where the Club's articles or Rules meet the requirements of FA Rules I 2 (a) to (d). The Association shall by 14 March in a Membership Year provide the Competition with a written confirmation as to any Club of which it is aware whose articles or Rules do not satisfy the requirements of Rule I 2 (a) to (d) of The Association.
  - 1.2.2 In cases where non-compliance is identified then a Conditional Licence may be granted such that the Club must amend its articles or Rules within 60 days of being instructed to do so by the Competition. The Club must provide evidence of the changes to the Competition and to The Association for consideration. If the changes are not made and evidenced to the satisfaction of The Association within the 60 day period then the Club's Licence may be suspended by the Competition with immediate effect until such time as the provisions of FA Rule I 2 (a) to (d) have been met.

#### 2. OWNERSHIP AND CONTROL

- 2.1 Confirmation of ownership and control
  - 2.1.1 By 14 March in a Membership Year a Club must provide written confirmation of its ownership and control as at the 1 March immediately preceding together with supporting documentation to evidence the same.
  - 2.1.2 If a Club fails to provide the confirmation by the due date then the Licence may be refused or issued subject to conditions.
- 2.2 Publication of ownership
  - 2.2.1 By 14 March in a Membership Year a Club must provide the Competition with evidence of compliance with Rule 2.13 at the 1 March immediately preceding. Evidence may include copies of pages from the Club's website and copies of the Club's matchday programme.
  - 2.2.2 If a Club fails to provide the confirmation and or the evidence required or has not met the requirements of Rule 2.13 at 1 March immediately preceding then the Club may be issued with a Conditional Licence such that it is directed by the Competition to satisfy Rule 2.13 within 30 days. The failure to comply with this direction so may result in a penalty that may include the suspension of the Licence.

## STANDARDISED RULES

- 2.3 Change of control – National League only
  - 2.3.1 Where a change of control of a Club has occurred in a Membership Year then it must have been assessed by the Competition in accordance with Rule 2.14. Compliance with Rule 2.14 shall be deemed to meet the criteria.
  - 2.3.2 If through any means the Competition becomes aware that a change of control has occurred at a Club in the Membership Year that it has not assessed in accordance with Rule 2.14 then in addition to the powers of the Competition set out at Rule 2.14 the Competition may refuse a Licence, attach conditions to a Licence and / or apply a penalty at the discretion of the Competition.

### 3. INTEGRITY

- 3.1 Owners' and Directors' Test
  - 3.1.1 By 14 March in a Membership Year a Club must confirm to the Competition that the Club has met the reporting requirements of The Association's Owners' and Directors' Test Regulations as at 1 March immediately preceding in a Membership Year.
  - 3.1.2 If at 1 March the Competition has received a Notice issued by The Association in accordance with the Owners' and Directors' Test Regulations and the Club's membership of the Competition has been suspended at that date then the Licence may be refused.
- 3.2 Interests in more than one Club
  - 3.2.1 By 14 March in a Membership Year a Club must provide a written confirmation in a form determined by the Competition that it satisfies the requirements of Rule 5 as at the 1 March immediately preceding.
  - 3.2.2 In the event that the written confirmation is not provided by the due date then the Club must be subject to a penalty determined by the Competition that may include a fine, Embargo, suspension, refusal of the Licence or the granting of a Conditional Licence.
  - 3.2.3 If at any time during a Membership Year the Competition become aware of a matter to be considered under Rule 5 via the written confirmation provided by the Club or by any other means such that in the opinion of the Competition the breach brings or is likely to bring into question the integrity of the Competition then that Club's Licence may be refused, suspended, withdrawn or a Conditional Licence may be issued.
- 3.3 Management of a Club
  - 3.3.1 If the Competition has determined that as at 1 March in a Membership Year a Club is in breach of Rule 2.11 and or 2.18 such that the Club is to be expelled or excluded from the Competition in accordance with the Rules then the Licence may be refused or a Conditional Licence may be issued.

## 4. FINANCE

### 4.1 Annual financial statements

- 4.1.1 By 14 March in a Membership Year a Club must provide to the Competition a copy of its full financial statements for the period of its most recent complete financial year.
- 4.1.2 The accounts are to be prepared in accordance with applicable legal and regulatory requirements, the rules of the Club, Rule I 1 (c) or (d) of The Association as appropriate and are to be evidenced as having been approved on behalf of the Club by its Board of Directors or Committee and approved by its members/shareholders at a duly convened general meeting.
- 4.1.3 The Association shall by 14 March in a Membership Year provide the Competition with a written confirmation as to any Club of which it is aware whose financial statements for the period of its most recent complete financial year do not satisfy the requirements of Rule I 1 (c) or (d) of The Association.
- 4.1.4 Where the annual financial statements are not provided to the Competition by the due date or do not satisfy the requirements at paragraph 4.1.2 above then the Licence may be refused or a Conditional Licence issued. The Club may also be subject to a penalty determined by the Competition.

### 4.2 Filing of annual financial statements – Club companies only

- 4.2.1 In the case of a Club that is a corporate body (or similar), then that Club must by 14 March in a Membership Year confirm to the Competition that the annual accounts for its latest complete financial year are not overdue for filing at 1 March immediately preceding with regulatory bodies such as the Registrar of Companies at Companies House (or similar).
- 4.2.2 Where the Competition becomes aware by any means that the annual accounts were overdue for filing at 1 March then the Club must be subject to a penalty determined by the Competition that may include licence refusal or the issuing of a Conditional Licence.

### 4.3 Football Creditors

- 4.3.1 By 14 March in a Membership Year a Club must provide a written confirmation in a form requested by the Competition that it is not in default of amounts owed by the Club at the 1 March immediately preceding in respect of Football Creditors. The confirmation must also include any on-going proceedings against the Club in relation to Football Creditors. The Club must provide details of any such proceedings whether through football procedures recognised by the Competition or legal procedures, such as a winding up petition.
- 4.3.2 This Criterion shall be met where the Competition has assessed a Club and found it to comply with the provisions of Rule 11. The date of assessment shall be 1 March in a Membership Year. Where a Club has defaulted on payments to Football Creditors then in addition to the powers set out at Rule 11 then the Competition may refuse the Licence, issue a Conditional Licence or suspend the Licence pending the supply of any further information requested by the Competition and for a period as the Competition shall determine.

### 4.4 PAYE and VAT

- 4.4.1 A Club must be assessed under the Financial Reporting Initiative in respect of PAYE and VAT. The assessment of a Club and the application of the requirements of the Financial Reporting Initiative to a Club shall be deemed to be compliance with the criteria.

## STANDARDISED RULES

### 4.5 Evidence of Funding – Step 1 and 2 only

A Club must be compliant with the requirements of Appendix E Budget Monitoring Scheme and Permitted Loans in relation to the Membership Year.

### 4.6 Insolvency Event

4.6.1 By 14 March in a Membership Year a Club must confirm to the Competition in writing whether or not it is subject to an Insolvency Event as at the 1 March immediately preceding. If a Club is so subject to an Insolvency Event then the Club may be subject to assessment by the Competition in accordance with the requirements of Rule 13.B. In addition to the requirements at Rule 13.B the Competition may refuse the licence, withdraw a Licence or issue a Conditional Licence.

4.6.2 Irrespective of the content of paragraph 4.6.1, a Club subject to Insolvency Events (d), (e), (f) or (g) as defined in the Rules is not entitled to hold a Licence and must not be permitted to participate in the Competition from the date of the Insolvency Event. A Licence shall automatically lapse should a Club become subject to Insolvency Events (d), (e), (f) or (g) as defined in the Rules.

## 5. GROUNDS AND SECURITY OF TENURE

5.1 5.1 At 31 March in a Membership Year a Club must have satisfied the provisions of Rules 2.1, 2.2, 2.3, 2.5 and 2.6.

5.2 Compliance with Rules 2.1, 2.2, 2.3, 2.5 and 2.6 shall be deemed to meet the Criteria.

5.3 A Club that fails to meet the requirements of Rules 2.1, 2.2, 2.3, 2.5 and 2.6 at 31 March may be refused a Licence.

## 6. REPORTING OF CHANGES

6.1 A Club is required to advise the Competition in writing of any changes to the application of any of the Licence Criteria to its Licence at any time which might directly or indirectly affect the application of the Licence Criteria. The written notification is to be received by the Competition within three working days of the change occurring.

6.2 If the Competition becomes aware of a change at a Club by any means then the Competition must consider any such change in relation to the application of the Licence Criteria to the Club.

6.3 If a Club fails to advise the Competition of such a change then it may be subject to a penalty determined by the Competition, including and not limited to suspension or withdrawal of the Club's Licence, Embargo or financial penalty or a points deduction.

# STANDARD CODE OF RULES

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This document contains the Standard Code of Rules developed by The Football Association for open age football (the "Standard Code").

The Standard Code is mandatory for all Competitions at Step 7 of the National League System and below, and The FA Women's Pyramid excluding FA Women's Super League and FA Women's Championship.

Competitions seeking sanction must draft their Rules in conformity with the Standard Code, using the same numbering and standard headings.

The mandatory rules are printed in normal text and the optional rules in italics.

It should be noted that in many cases rules are so printed because they are alternatives and the procedure to apply should be retained and the others omitted.

In all cases where a [ ] is shown the necessary name, address, number or wording to complete that rule must be inserted.

Competitions may add to the core of the Standard Code, which is mandatory, providing the additions are approved by the Sanctioning Authority and do not conflict with the mandatory rules or any relevant principles and policies established by The FA. Guidance from the Sanctioning Authority should be sought in advance if there is any doubt as to the acceptability of additional rules.

## DEFINITIONS TOGGLE SECTION AS FAVOURITE

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1. (A) In these Rules:

**"Affiliated Association"** means an Association accorded the status of an Affiliated Association under the rules of The FA.

**"AGM"** shall mean the annual general meeting held in accordance with the constitution of the Competition.

**"Club"** means a club for the time being in membership of the Competition.

**"Competition"** means the [ ] League.

**"Competition Match"** means any match played or to be played under the jurisdiction of the Competition.

**"Contract Player"** means any Player (other than a Player on a Scholarship) who is eligible to play under a written contract of employment with a Club.

**"Deposit"** means a sum of money deposited with the Competition as part of the requirements of membership of the Competition.

**"Fees Tariff"** means a list of fees approved by the Clubs at a general meeting to be levied by the Management Committee for any matters for which fees are payable under the Rules, as set out at Schedule A.

**"Fines Tariff"** means a list of fines approved by the Clubs at a general meeting to be levied by the Management Committee for any breach of the Rules, as set out at Schedule A.

**"Ground"** means the ground on which the Club's Team(s) plays its Competition Matches.

**"Management Committee"** means in the case of a Competition which is an unincorporated association, the management committee elected to manage the running of the Competition and where the Competition is incorporated it means the Board of Directors appointed in accordance with the articles of association of that company.

**"Match Officials"** means the referee, the assistant referees and any fourth official appointed to a Competition Match.

**"Non Contract Player"** means any Player (other than a Player on a Scholarship) who is eligible to play for a Club but has not entered into a written contract of employment.

## STANDARD CODE OF RULES

“**Officer**” means an individual who is appointed or elected to a position in a Club or Competition which requires that individual to make day to day decisions.

“**Participant**” shall have the same meaning as set out in the rules of The FA from time to time.

“**Player**” means any Contract Player, Non Contract Player or other player who plays or who is eligible to play for a Club.

“**Playing Season**” means the period between the date on which the first competitive fixture in the Competition is played each year until the date on which the last competitive fixture in the Competition is played.

“**Rules**” means these rules under which the Competition is administered.

“**Sanctioning Authority**” means [The FA] [the.....County Football Association Limited].

“**Scholarship**” means a Scholarship as set out in Rule C 3 (a) (i) of the rules of The FA.

“**Season**” means the period of time between an AGM and the subsequent AGM.

“**Secretary**” means such person or persons appointed or elected to carry out the administration of the Competition.

“**SGM**” means a special general meeting held in accordance with the constitution of the Competition.

“**Team**” means a team affiliated to a Club, including where a Club provides more than one team in the Competition in accordance with the Rules.

“**The FA**” means The Football Association Limited.

“**WGS**” means the Whole Game System and the procedures for the operation thereof as determined by The FA from time to time.

“**written**” or “**in writing**” means the representation or reproduction of words or symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- (B) Unless stated otherwise, terms referring to natural persons are applicable to both genders. Any term in the singular applies to the plural and vice-versa.

## GOVERNANCE RULES

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### COMPETITION NAME, CONSTITUTION

2. (A) The Competition will be known as [“ ”] (or such other name as the Competition may adopt). The Clubs participating in the Competition must be members of the Competition. A Club which ceases to exist or which ceases to be entitled to play in the Competition for any reason whatsoever shall thereupon automatically cease to be a member of the Competition.
- (B) This Competition shall consist of not more than [ ] Clubs and/or [ ] Teams approved by the Sanctioning Authority.
- (C) The geographical area covered by the Competition membership shall be [ ].
- (D) The administration of the Competition under these Rules will be carried out by the Competition acting (save where otherwise specifically mentioned herein) through the Management Committee in accordance with the rules, regulations and policies of The FA.
- (E) All Clubs shall adhere to the Rules. Every Club shall be deemed, as a member of the Competition to have accepted the Rules and to have agreed to abide by the decisions of the Management Committee in relation thereto, subject to the provisions of Rule 7.



- (F) The Rules are taken from the Standard Code of Rules (the “Standard Code”) determined by The FA from time to time. In the event of any omissions from the Standard Code then the requirements of the Standard Code shall be deemed to apply to the Competition.
- (G) All Clubs must be affiliated to an Affiliated Association and their names and particulars shall be returned annually by the appointed date in a manner prescribed by the Sanctioning Authority and must have a constitution approved by the Sanctioning Authority. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- This Competition shall apply annually for sanction to the Sanctioning Authority and the constituent Teams of Clubs may be grouped in divisions, each not exceeding [ ] in number.
- (H) Inclusivity and Non-discrimination
- (i) The Competition and each Club must be committed to promoting inclusivity and to eliminating all forms of discrimination and should abide and adhere to The FA Equality Policy and any legislative requirements (to include those contained in the Equality Act 2010).
  - (ii) This Competition and each Club must make every effort to promote equality by treating people fairly and with respect, by recognising that inequalities may exist, by taking steps to address them and by providing access and opportunities for all members of the community, irrespective of age, gender, gender reassignment, sexual orientation, marital status, race, nationality, ethnic origin, colour, religion or belief, ability or disability or otherwise.
  - (iii) Any alleged breach of the Equality Act 2010 legislation must be referred to the appropriate Sanctioning Authority for investigation.
- (I) Clubs must comply with the provisions of any initiatives of The FA which are adopted by the Competition including, but not limited to, Charter Standard and RESPECT programmes. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (J) All Participants shall abide by The Football Association Regulations for Safeguarding Children as determined by The FA from time to time.
- (K) Clubs shall not enter any of their Teams playing in the Competition in any other competitions (with the exception of FA and County FA Competitions) except with the written consent of the Management Committee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (L) At the AGM or a SGM called for the purpose, a majority of the delegates present shall have power to decide or adjust the constitution of the divisions at their discretion. When necessary this Rule shall take precedence over Rule 22.
- (M) Only one Team shall be permitted from any Club to participate in the same division as another Team from the same Club unless there is no viable alternative because of logistical issues and/or reasons linked to participation and geographical boundaries. The Competition will obtain the prior approval of the Sanctioning Authority in the event of a division comprising of more than one Team from the same Club. This Competition will ensure that, where permission is given, Teams from a Club operating in the same division are run as separate entities with no interchange of players other than via transfers of registration in accordance with these Rules.

### CLUB NAME

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3. Any Club wishing to change its name must obtain permission from the Sanctioning Authority and from the Management Committee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

## STANDARD CODE OF RULES

### ENTRY FEE, SUBSCRIPTION, DEPOSIT

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4. (A) Applications by Clubs for admission to the Competition or the entry of an additional Team(s) from the same Club must be made in writing to the Secretary and must be accompanied by an Entry Fee per Team as set out in the Fees Tariff, which shall be returned in the event of non-election.
- At the discretion of a majority of the accredited voting members present applications, of which due notice has been given, may be received at the AGM or an SGM.
- When Rule 22(B) is applied or a Team seeks a transfer or, is compulsorily transferred to another division, no Entry Fee shall be payable.
- (B) The annual subscription shall be payable in accordance with the Fees Tariff per Club/Team payable on or before the AGM of the Competition in each year.
- (C) In the event of any issue concerning the membership of any Club with the Competition the Management Committee may require a Deposit to be paid (in accordance with the Fees Tariff) by or on behalf of the Club on such terms and for such period as it may in its entire discretion think fit. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (D) A Club shall not participate in this Competition until the entry fee, annual subscription and deposit (if required) have been paid.
- (E) Clubs must advise annually to the Secretary in writing by [ ] of its Sanctioning Authority affiliation number for the forthcoming Playing Season. Clubs must advise the Secretary in writing, or on the prescribed form, of details of its headquarters, its Officers and any other information required by the Competition. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

### MANAGEMENT, NOMINATION, ELECTION

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5. (A) The Management Committee shall comprise the Officers of the Competition and [ ] members who shall all be elected at the AGM.
- (B) Retiring Officers shall be eligible to become candidates for re-election without nomination provided that the Officer notifies the Secretary in writing not later than [ ] in each year.
- All other candidates for election as Officers of the Competition or members of the Management Committee shall be nominated to the Secretary in writing, signed by the secretaries of two Clubs, not later than [ ] in each year. Names of the candidates for election shall be circulated with the notice of the AGM. In the event of there being no nomination in accordance with the foregoing for any office, nominations may be received at the AGM.
- (C) The Management Committee shall meet as and when required, save that no more than three calendar months shall pass between each meeting.
- On receiving a requisition signed by two-thirds (2/3) of the members of the Management Committee the Secretary shall convene a meeting of the Management Committee.
- (D) Except where otherwise mentioned all communications shall be addressed to the Secretary who shall conduct the correspondence of the Competition and keep a record of its proceedings.
- (E) All communications received from Clubs must be conducted through their Officers and sent to the Secretary.
- Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

### POWERS OF MANAGEMENT

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6. (A) The Management Committee may appoint sub-committees and delegate such of their powers as they deem necessary. The decisions of all sub-committees shall be reported to the Management Committee for ratification. The Management Committee shall have power to deal only with matters within the Competition and not for any matters of misconduct that are under the jurisdiction of The FA or Affiliated Association.
- (B) Subject to the permission of the Sanctioning Authority having been obtained, the Management Committee may order a match or matches to be played each Season, the proceeds to be devoted to the funds of the Competition and, if necessary, may call upon each Club (including any club which may have withdrawn during the Season) to contribute equally such sums as may be necessary to meet any deficiency at the end of the Season.
- (C) Each member of the Management Committee shall have the right to attend and vote at all Management Committee meetings and have one vote thereat, but no member shall be allowed to vote on any matters directly appertaining to such member or to the Club so represented or where there may be a conflict of interest. (This shall also apply to the procedure of any sub-committee).

In the event of the voting being equal on any matter, the Chairman of the Management Committee shall have a second or casting vote.

- (D) The Management Committee shall have powers to apply, act upon and enforce these Rules and shall also have jurisdiction over all matters affecting the Competition. Any action by the Competition must be taken within 28 days of the Competition being notified.

With the exception of Rules 6(I), 8(H), and 9, for all alleged breaches of a Rule the Management Committee shall issue a formal written charge to the Club concerned. The Club charged shall be given 7 days from the date of notification of the charge to reply. In such reply a Club may:

- (i) Accept the charge and submit in writing a case of mitigation for consideration by the Management Committee on the papers; or
- (ii) Accept the charge and notify that it wishes to put its case of mitigation at a hearing before the Management Committee; or
- (iii) Deny the charge and submit in writing supporting evidence for consideration by the Management Committee on the papers; or
- (iv) Deny the charge and notify that it wishes to put its case at a hearing before the Management Committee.

Where the Club charged fails to respond within 7 days, the Management Committee shall determine the charge in such manner and upon such evidence as it considers appropriate.

Where required, hearings shall take place as soon as reasonably practicable following receipt of the reply of the Club as more fully set out above.

Having considered the reply of the Club (whether in writing or at a hearing), the Management Committee shall make its decision and, in the event that the charge is accepted or proven, decide on the appropriate penalty (with reference to the Fines Tariff where applicable).

With the exception of Teams playing at Step 7 of the National League System, the maximum fine permitted for any breach of a Rule is £250 and, when setting any fine, the Management Committee must ensure that the penalty is proportional to the offence, taking into account any mitigating circumstances.

The maximum fine permitted for a breach of a Rule by a Team playing at Step 7 of the National League System is £500.

No Participant under the age of 18 can be fined.

## STANDARD CODE OF RULES

All breaches of the Laws of the Game, or the Rules and Regulations of The FA shall be dealt with in accordance with FA Rules by the appropriate Association.

- (E) All decisions of the Management Committee shall be binding subject to the right of appeal in accordance with Rule 7.  
Decisions of the Management Committee must be notified in writing to those concerned within 7 days.
- (F) [ %] of its members shall constitute a quorum for the transaction of business by the Management Committee or any sub-committee thereof.
- (G) The Management Committee, as it may deem necessary, shall have power to fill in an acting capacity, any vacancies that may occur amongst their number.
- (H) A Club must comply with an order or instruction of the Management Committee and must attend to the business and/or the correspondence of the Competition to the satisfaction of the Management Committee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (I) Subject to a Club's right of appeal in accordance with Rule 7 below, all fines and charges must be paid within 14 days of the date of notification of the decision. Any Club failing to do so will be fined in accordance with the Fines Tariff. Further failure to pay the fine including the additional fine within a further 14 days will result in fixtures being withdrawn until such time as the outstanding fines are paid.
- (J) A member of the Management Committee appointed by the Competition to attend a meeting or Competition Match may have any reasonable expenses incurred refunded by the Competition.
- (K) The Management Committee shall have the power to fill any vacancy that may occur in the membership of the Competition between the AGM or SGM called to decide the constitution and the commencement of the Playing Season.
- (L) The business of the Competition as determined by the Management Committee may be transacted by electronic mail or facsimile.

### PROTESTS, CLAIMS, COMPLAINTS, APPEALS

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- 7. (A) (i) All questions of eligibility, qualification of Players or interpretations of the Rules shall be referred to the Management Committee or a sub-committee duly appointed by the Management Committee.  
(ii) Objections relevant to the dimensions of the pitch, goals, flag posts or other facilities of the venue will not be entertained by the Management Committee unless a protest is lodged with the referee before the commencement of the Competition Match.
- (B) Except in cases where the Management Committee decide that there are special circumstances, protests and complaints (which must contain full particulars of the grounds upon which they are founded) must be lodged with the Secretary within [ ] days (excluding Sundays) of the Competition Match or occurrence to which they refer. A protest or complaint shall not be withdrawn except by permission of the Management Committee. A member of the Management Committee who is a member of any Club involved shall not be present (except as a witness or representative of his Club) when such protest or complaint is being determined.
- (C) No protest of whatever kind shall be considered by the Management Committee unless the complaining Club shall have deposited with the Secretary a sum in accordance with the Fees Tariff. This may be forfeited in whole or in part in the event of the complaining or protesting Club losing its case. The Competition shall have power to order the defaulting Club or the Club making a losing or frivolous protest or complaint to pay the expenses of the inquiry or to order that the costs to be shared by the parties.

## STANDARD CODE OF RULES

- (D) All parties to a protest or complaint must receive a copy of the submission and must be afforded an opportunity to make a statement at least 7 days prior to the protest or complaint being heard.
- (i) All parties must have received [ ] days' notice of the hearing should they be instructed to attend.
  - (ii) Should a Club elect to state its case in person then it should indicate such when forwarding the written response.
- (E) The Management Committee shall also have power to compel any party to the protest to pay such expenses as the Management Committee shall direct.
- (F) Any appeal against a decision of the Management Committee must be lodged with the Sanctioning Authority within 14 days of the posting of the written notification of the decision causing the appeal, accompanied by a fee (as set out in the Fees Tariff), which may be forfeited in the event of the appeal not being upheld. A copy of the appeal must also be sent to the Secretary. The procedure for the appeal shall be determined by the Sanctioning Authority, in such respect the Sanctioning Authority may (but is not obliged to):
- (i) invite submissions by the parties involved;
  - (ii) convene a hearing to hear the appeal;
  - (iii) permit new evidence; or
  - (iv) impose deadlines as are appropriate
- Any appeal shall not involve a rehearing of the evidence considered by the Management Committee.
- (G) No appeal can be lodged against a decision taken at an AGM or SGM unless this is on the ground of unconstitutional conduct.
- (H) All protests, claims or complaints relating to these Rules and appeals arising from a Player's contract shall be heard and determined by the Management Committee, or a sub-committee duly appointed by the Management Committee. The Clubs or Players protesting, appealing, claiming or complaining must send a copy of such protest, appeal, claim or complaint and deposit a fee (as set out in the Fees Tariff) which shall be forfeited in the event of the protest, appeal, claim or complaint not being upheld, and the party not succeeding may, in addition, be ordered to pay the costs at the direction of the Management Committee.
- All such protests, claims, complaints and appeals must be received in writing by the Secretary within fourteen days of the event or decision causing any of these to be submitted.

### ANNUAL GENERAL MEETING

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8. (A) The AGM shall be held not later than [ ] in each year. At this meeting the following business shall be transacted provided that at least [ ] members are present and entitled to vote:-
- (i) To receive and confirm the minutes of the preceding AGM.
  - (ii) To receive and adopt the annual report, balance sheet and statement of accounts.
  - (iii) Election of Clubs to fill vacancies.
  - (iv) Constitution of the Competition for the ensuing Season.
  - (v) Election of Officers of the Competition and the Management Committee members.
  - (vi) Appointment of auditors.
  - (vii) Alteration of Rules, if any (see Rule 14)

## STANDARD CODE OF RULES

- (viii) Fix the date for the commencement of the Playing Season and kick off times applicable to the Competition.
  - (ix) Fix the date for the end of the Playing Season (save for Step 7 which shall be determined by The FA).
  - (x) Other business of which due notice shall have been given and accepted as being relevant to an AGM.
- (B) A copy of the duly audited/verified balance sheet, statement of accounts and agenda shall be forwarded to each Club at least 14 days prior to the meeting, together with any proposed Rule changes.
  - (C) A signed copy of the duly audited/verified balance sheet and statement of accounts shall be sent to the Sanctioning Authority within 14 days of its adoption by the AGM
  - (D) Each Club shall be empowered to send two delegates to an AGM. Each Club shall be entitled to one vote only. 14 days' notice shall be given of any AGM.
  - (E) Clubs who have withdrawn their membership of the Competition during the Playing Season being concluded or who are not continuing membership shall be entitled to attend but shall vote only on matters relating to the Season being concluded. This provision will not apply to Clubs expelled in accordance with Rule 12.
  - (F) All voting shall be conducted by a show of voting cards unless a ballot be demanded by at least 50% of the delegates qualified to vote or the Chairman so decides.
  - (G) No individual shall be entitled to vote on behalf of more than one Club.
  - (H) Any continuing Club must be represented at the AGM. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
  - (I) Officers of the Competition and Management Committee members shall be entitled to attend and vote at an AGM.
  - (J) Where a Competition is an incorporated entity, the Officers of the Competition shall ensure that the Articles of Association of the Competition are consistent with the requirements of these Rules.

### SPECIAL GENERAL MEETINGS

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9. Upon receiving a requisition signed by two-thirds (2/3) of the Clubs in membership the Secretary shall call a SGM.
- The Management Committee may call a SGM at any time.
- At least seven (7) days' notice shall be given of a meeting under this Rule, together with an agenda of the business to be transacted at such meeting.
- Each Club shall be empowered to send two delegates to all SGMs. Each Club shall be entitled to one vote only.
- Any Club failing to be represented at a SGM shall be fined in accordance with the Fines Tariff.
- Officers of the Competition and Management Committee members shall be entitled to attend and vote at all SGMs.

### AGREEMENT TO BE SIGNED

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10. Each Club shall complete and sign the following agreement which shall be deposited with the Competition together with the application for membership for the coming Season, or upon indicating that the Club intends to compete.

"We, (A) (name) [ ] of (address) [ ] (Chairman)/(Director) and (B) (name) [ ] of (address) [ ] (Secretary)/(Director) of [ ] Football Club (Limited) have been provided with a copy of the Rules and Regulations of the [ ] Competition and do hereby agree for and on behalf of the said Club, if elected or accepted into membership, to conform to those Rules and Regulations and to accept, abide by and implement the decisions of the Management Committee of the Competition, subject to the right of appeal in accordance with Rule 7."

The agreement shall be signed by:

- (i) Where a Club is an unincorporated association, the Club chairman and secretary; or
- (ii) Where a Club is an incorporated entity, two directors of the Club.

Any alteration of the chairman and /or secretary of the Club on the above agreement must be notified to the [ ] County Football Association(s) to which the Club is affiliated and to the Secretary.

Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

### CONTINUATION OF MEMBERSHIP, WITHDRAWAL OF A CLUB

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11. (A) Any Club intending, or having a provisional intention, to withdraw a Team from the Competition on completion of its fixtures and fulfilment of all other obligations to the Competition must notify the Secretary in writing by 31st March each season. This does not apply to a Club moving in accordance with Rule 22(B). Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (B) The Management Committee shall have the discretion to deal with a Team being unable to start or complete its fixtures for a Playing Season, including, but not limited to, issuing a fine in accordance with the Fines Tariff.
- (C) Notwithstanding the powers of the Management Committee pursuant to Rule 6(I), in the event of a Club failing to discharge all its financial obligations to the Competition in excess of £50, the Management Committee shall be empowered to refer the debt under The FA Football Debt Recovery provisions.

### EXCLUSION OF CLUBS, TEAMS. MISCONDUCT OF CLUBS, OFFICERS, PLAYERS, MANAGEMENT COMMITTEE

12. (A) At the AGM or SGM called for the purpose in accordance with the provisions of Rule 9, notice of motion having been duly circulated on the agenda by direction of the Management Committee, the accredited delegates present shall have the power to: (i) remove a member of the Management Committee from office; (ii) exclude any Club or Team from membership, both of which must be supported by more than two thirds (2/3) of those present and voting. Voting on this point shall be conducted by ballot. A member of the Management Committee or Club which is the subject of the vote being taken shall be excluded from voting.
- (B) At the AGM, or at a SGM called for the purpose in accordance with the provisions of Rule 9, the accredited delegates present shall have the power to exclude from further participation in the Competition any Club whose conduct has, in their opinion, been undesirable, which must be supported by more than two-thirds (2/3) of those present and voting. Voting on this point shall be conducted by ballot. A Club whose conduct is the subject of the vote being taken shall be excluded from voting.
- (C) Any Officer or member of a Club proved guilty of either a breach of Rule, other than field offences, or of inducing or attempting to induce a Player or Players of another Club in the Competition to join them shall be liable to such penalty as a General Meeting or Management Committee may decide, and their Club shall also be liable to expulsion in accordance with the provisions of clause (A) and/or (B) of this Rule.

## STANDARD CODE OF RULES

### TROPHY

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13. (A) The following agreement shall be signed on behalf of the winners of the cup or trophy:-

“We (A) (name) and (B) (name), the Chairman and Secretary of FC (Limited), members of and representing the Club, having been declared winners of cup or trophy, and it having been delivered to us by the Competition, do hereby on behalf of the Club jointly and severally agree to return the cup or trophy to the Competition Secretary on or before [ ]. If the cup or trophy is lost or damaged whilst under our care we agree to refund to the Competition the amount of its current value or the cost of its thorough repair.”

**Failure to comply will result in a fine in accordance with the Fines Tariff.**

- (B) *At the close of each Competition awards may/shall be made to the winners and runners-up if the funds of the Competition permit.*

### ALTERATION TO RULES

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14. Alterations, for which consent has been given by the Sanctioning Authority, shall be made to these Rules only at the AGM or at a SGM specially convened for the purpose called in accordance with Rule 9. Any alteration made during the Playing Season to these Rules shall not take effect until the following Playing Season.

Notice of proposed alterations to be considered at the AGM shall be submitted to the Secretary by [ ] in each year. The proposals, together with any proposals by the Management Committee, shall be circulated to the Clubs by [ ] and any amendments thereto shall be submitted to the Secretary by [ ]. The proposals and proposed amendments thereto shall be circulated to Clubs with the notice of the AGM. A proposal to change a Rule shall be carried if [ ] [a majority] of those present, entitled to vote and voting are in favour.

A copy of the proposed alterations to Rules to be considered at the AGM or SGM shall be submitted to the Sanctioning Authority or The FA (as applicable) at least 28 days prior to the date of the meeting.

### FINANCE

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15. (A) The Management Committee shall determine with which bank or other financial institution the funds of the Competition will be lodged.
- (B) All expenditure in excess of £[ ] shall be approved by the Management Committee. Cheques shall be signed by at least two Officers nominated by the Management Committee.
- (C) The financial year of the Competition will end on [ ].
- (D) The books, or a certified balance sheet, of a Competition shall be prepared and shall be audited/verified annually by a suitably qualified person(s) who shall be appointed at the AGM.

### INSURANCE

16. (A) All Clubs must have valid public liability insurance cover of at least ten million pounds (£10,000,000) at all times.
- (B) All Clubs must have valid personal accident cover for all Players registered with them from time to time. The Players' personal accident insurance cover must be in place prior to the Club taking part in any Competition Match and shall be at least equal to the minimum recommended cover determined from time to time by the Sanctioning Authority. In instances where The FA is the Sanctioning Authority, the minimum recommended cover will be the cover required by the Affiliated Association to which a Club affiliates.

Failure to comply with Rule 16(A) or 16(B) will result in a fine in accordance with the Fines Tariff.



### DISSOLUTION

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17. (A) Dissolution of the Competition shall be by resolution approved at a SGM by a majority of three quarters (3/4) of the members present and shall take effect from the date of the relevant SGM.
- (B) In the event of the dissolution of the Competition, the members of the Management Committee are responsible for the winding up of the assets and liabilities of the Competition.
- (C) The Management Committee shall deal with any surplus assets as follows:
- (i) Any surplus assets, save for a trophy or any other presentation, remaining after the discharge of the debts and liabilities of the Competition shall be transferred only to another Competition or Affiliated Association or The Football Association Benevolent Fund or to such other charitable or benevolent object in the locality of the Competition as determined by resolution at or before the time of winding up, and approved in writing by the Sanctioning Authority.
  - (ii) If a Competition is discontinued for any reason a trophy or any other presentation shall be returned to the donor if the conditions attached to it so provide or, if not, dealt with as the Sanctioning Authority may decide.

### MATCH RELATED RULES

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#### QUALIFICATION OF PLAYERS

- 18 (A) A Player is one who, being in all other respects eligible, has:
- (i) signed a fully and correctly completed Competition registration form in ink, countersigned by an Officer of the Club, which is submitted to the Competition [ ] days prior to the Player playing and whose registration has been confirmed by the Competition prior to that Player playing in a Competition Match;
  - or
  - (ii) signed a fully and correctly completed Competition registration form in ink on a match day prior to playing which is countersigned by an Officer of the Club and witnessed by an Officer of the opposing Club, and submitted to the Competition within two days (Sundays excluded) subsequent to the Competition Match. The Player shall not play again on a subsequent match day until the Club is in possession of the approval of the Competition. A maximum of [ ] Players may be registered in accordance with this paragraph 18(A)(ii);
  - or
  - (iii) registered through WGS.

Any registration form which is sent by either of the means set out at Rules 18(A) (i) or (ii) above that is not fully and correctly completed will be returned to the Club unprocessed. If a Club attempts to register a player via WGS but does not fully and correctly complete the necessary information via WGS, the registration will not be processed.

For Clubs registering Players under Rules 18(A) (i) or (ii), registration forms will be provided in a format to be determined by the Competition. For Clubs registering Players via WGS (under Rule 18 (A) (iii)), Clubs must access WGS in order to complete the registration process.

Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

## STANDARD CODE OF RULES

- (B) (i) Contract players are not permitted in this Competition with the exception of those Players who are registered under Contract with the same Club who have a team operating at Steps 1 to 6 of the National League System.
- It is the responsibility of each Club to ensure that any Player registered to the Club has, where necessary, the required International Transfer Certificate. Clearance is required for any Player aged 10 and over crossing borders including Wales, Scotland and Ireland.
- (ii) Each Club must have at least [ ] Players registered [ ] days before the start of each Playing Season. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (C) A Player that owes a Football Debt (as defined under the Football Debt Recovery Regulations) to any club(s) shall be permitted to register and play for a Club in Competition Matches, save that the Player may be liable to be suspended from playing for that Club should the Player fail to comply with the terms of the Football Debt Recovery Regulations in respect of that Football Debt.
- (D) A fee as set out in the Fees Tariff shall be paid by each Club/Team for each Player registered.
- (E) The Management Committee shall decide all registration disputes.
- In the event of a player signing a registration form or having a registration submitted for more than one Club, priority of registration shall decide for which Club the Player shall be registered. The Secretary shall notify the Club last applying to register the player of the fact of the previous registration.
- (F) It shall be a breach of Rule for a Player to:-
- (i) Play for more than one Club in the Competition in the same Playing Season without first being transferred.
- (ii) Having registered for one Club in the Competition, register for another Club in the Competition in that Playing Season except for the purpose of a transfer.
- (iii) Submit a signed registration form or submit a registration through WGS for registration that the Player had willfully neglected to accurately or fully complete.
- Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (G) (i) The Management Committee shall have the power to accept the registration of any Player subject to the provisions of Rules 18(G) (ii) and (iii) below.
- (ii) The Management Committee shall have power to refuse, cancel or suspend the registration of any Player or may fine any Player, at their discretion (in accordance with the Fines Tariff) who has been charged and found guilty of registration irregularities (subject to Rule 7).
- (iii) The Management Committee shall have power to make application to refuse or cancel the registration of any Player charged and found guilty of undesirable conduct (subject to Rule 7) subject to the right of appeal to the Sanctioning Authority. Application should be made to the parent County of the Club the Player is registered or intending to be registered with.
- Undesirable conduct shall mean an incident of repeated proven misconduct, which may deter a Participant from being involved in this Competition.
- (iv) For a Player who has previously had a registration removed in accordance with Rule 18(G)(iii) but has a registration accepted at the expiry of exclusion will be considered to be under a probationary period of 12 months. Whilst under a probationary period, should the Player commit a further act of proven misconduct under the jurisdiction of the Competition, (excluding standard dismissals), the Competition would be empowered to consider a further charge of bringing the Competition into disrepute.

(Note: Action under Rule 18(G) (iii) shall not be taken against a Player for misconduct until the matter has been dealt with by the Sanctioning Authority, and then only in cases of the Player bringing the Competition into disrepute and will in any event be subject to an appeal to the Sanctioning Authority or The FA. All decisions must include the period of restriction. For the purpose of this Rule, bringing the Competition into disrepute can only be considered where the Player has received in excess of 112 days' suspension, or 10 matches in match based discipline, in any competition (and is not restricted to the Competition) in a period of two years or less from the date of the first offence.)

- (H) Subject to compliance with FA Rule C2(a) when a Club wishes to register a player who is already registered with another club it shall submit a transfer form (in a format as determined by the Competition) to the Competition accompanied by a fee as set out in the Fees Tariff. Such transfer shall be referred by the Competition to the club for which the player is registered. Should this club object to the transfer it should state its objections in writing to the Competition and to the player concerned within 3 days of receipt of the notification. Upon receipt of the club's consent, or upon its failure to give written objection within 3 days, the Secretary may, on behalf of the Management Committee, transfer the player who shall be deemed eligible to play for the new Club from such date or [ ] days after receipt of such transfer.

In the event of an objection to a transfer the matter shall be referred to the Management Committee for a decision.

- (I) A Player may not be registered for a Club nor transferred to another Club in the Competition after [date] except by special permission of the Management Committee.
- (J) A Club shall keep a list of the Players it registers and a record of all matches in which those Players have played for the Club, and shall produce such records upon demand by the Management Committee.
- (K) A register containing the names of all Players registered for each Club, with the date of registration, shall be kept by the (Registrations) Secretary and shall be open to the inspection of an Officer of the Club at all Management Committee meetings or at other times mutually arranged. Registrations are valid for one Playing Season only.

In the event of a Non Contract Player without a written contract changing his status to that of a Contract Player with the same Club, another Club in the Competition or with a club in another competition his registration as a Non Contract Player will automatically be cancelled and declared void unless the Club conforms to the exception detailed in Rule 18(B)(i).

- (L) A Player shall not be eligible to play for a Team in any special championship, promotion or relegation deciding Competition Match (as specified in Rule 22(A)) unless the Player has played [ ] Competition Matches for that Team in the current Playing Season.
- (M) A Team shall not include more than [1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 ] Players who has/have taken part in [ ] or more senior Competition Matches during the current Playing Season unless a period of 21 days has elapsed since they last played.

For the purpose of this Rule a senior competition(s) is/are [ ].

Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

- (N) (i) Subject to Rule 18(N)(ii), any Club found to have played an ineligible Player in a Competition Match or Matches where points are awarded shall have the points gained from that Competition Match deducted from its record, up to a maximum of 12 points, and have levied upon it a fine (in accordance with the Fines Tariff).
- (ii) The Management Committee may vary the sanction as relates to the deduction of points set out at Rule 18(N)(i) only in circumstances where the ineligibility is due to the failure to obtain an International Transfer Certificate or where the ineligibility is related to the Player's status.

## STANDARD CODE OF RULES

- (iii) Where a Club is found to have played an ineligible Player in accordance with Rule 18(N)(i) above, the Management Committee may also, at its discretion:
  - a) Award the points available in the Competition Match in question to the opponents, subject to the Competition Match not being ordered to be replayed; or
  - b) Levy penalty points against the Club in default; or
  - c) Order that such Competition Match or Matches be replayed (on such terms as are decided by the Management Committee).
- (O) The following clause applies to Competitions involving Players in full-time secondary education:-
  - (i) Priority must be given at all times to school and school organisations activities. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
  - (ii) The availability of children must be cleared with the Head Teachers (except for Sunday leagues competitions).
  - (iii) To play open age football the player must have achieved the age of 16.
- (P) A Player who has played for a Team in the [ ] division [ ] times or more shall not in that Playing Season be eligible to play in a lower division except by permission of the Management Committee.

### CLUB COLOURS

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19. Every Club must register the colour of its shirts and shorts with the Secretary by [date] who shall decide as to their suitability.

Any Club wishing to change its colours during the Playing Season must obtain permission from the Management Committee.

Goalkeepers must wear colours which distinguish them from all other Players and the Match Officials.

No Player, including the goalkeeper, shall be permitted to wear black or very dark shirts.

Any Team not being able to play in its normal colours as registered with the Competition shall notify its opponents the colours in which they will play (including the colours of the goalkeepers jersey) at least [ ] days before the Competition Match.

If, in the opinion of the referee, two Teams have the same or similar colours, the away/home Team shall make the change. Should a Team delay the scheduled time of kick off for a Competition Match by not having a change of colours they will be fined in accordance with the Fines Tariff.

Shirts must be numbered, failing which a fine will be levied in accordance with the Fines Tariff.

### PLAYING SEASON. CONDITIONS OF PLAY, TIMES OF KICK-OFF. POSTPONEMENTS. SUBSTITUTES

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- 20 (A) All Competition Matches shall be played in accordance with the Laws of the Game as determined by the International Football Association Board.

Clubs must take all reasonable precautions to keep their Grounds in a playable condition. All Competition Matches shall be played on pitches deemed suitable by the Management Committee. If through any fault of the home Team a match has to be replayed, the Management Committee shall have power to order the venue to be changed.

The Management Committee shall have power to decide whether a pitch and/or facilities are suitable for Competition Matches and to order the Club concerned to play its Competition Match(es) on another ground.

Football Turf Pitches (3G) are allowed in this Competition provided they meet the required performance standards and are listed on the FA's Register of Football Turf Pitches. All Football Turf Pitches used must be tested (by a FIFA accredited test institute) every three years and the results passed to The FA. The FA will give a decision on the suitability for use and add the pitch to the Register.

The home Club is also responsible for advising Participants of footwear requirements when confirming match arrangements in accordance with Rule 20(C).

Within the National League System ("NLS") all Competition Matches shall have a duration of 90 minutes. All Competition Matches outside of the NLS shall have duration of 90 minutes unless a shorter time (not less than sixty (60) minutes) is mutually arranged by the two Clubs in consultation with the referee prior to the commencement of the match, and in any event shall be of equal halves. Two matches involving the same two Teams can be played on the same day providing the total playing time is not more than 120 minutes.

The times of kick-off shall be fixed at the AGM and can only be altered by the mutual consent of the two competing Clubs prior to the scheduled date of the Competition Match with written notification given to the Competition at least 7 days prior.

Referees must order matches to commence at the appointed time and must report all late starts to the Competition.

The home Team must provide goal nets, corner flags and at least two footballs fit for play and the referee shall make a report to the Competition if the footballs are unsuitable. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

- (B) Except by permission of the Management Committee all Competition Matches must be played on the dates originally fixed but priority shall be given to The FA and parent County Association Cup Competitions. All other matches must be considered secondary. Clubs may mutually agree to bring forward a Competition match with the consent of the (Fixtures) Secretary. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

In the case of a revised fixture date, the Clubs must be given by the Competition 5 clear days' notice of the match (unless otherwise mutually agreed).

- (C) An Officer of the home Club must give notice of full particulars of the location of, and access to, the Ground and time of kick-off to the Match Officials and an Officer of the opposing Club at least [ ] clear days prior to the playing of the match. If not so provided, the away Club shall seek such details and report the circumstances to the Competition. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

- (D) In accordance with the Laws of the Game, the minimum number of Players that will constitute a Team for a Competition Match is [ ]. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

- (E) (i) Home and away matches shall be played. In the event of a Club failing to keep its engagement the Management Committee shall have power to impose a fine (in accordance with the Fines Tariff), deduct points from the defaulting Club, award the points from the Competition Match in question to the opponents, order the defaulting Club to pay any reasonable expenses incurred by the opponents or otherwise deal with them except the award of goals. *Notwithstanding the foregoing home and away provision, the Management Committee shall have power to order a Competition Match to be played on a neutral ground or on the opponent's Ground if they are satisfied that such action is warranted by the circumstances.*
- (ii) Any Club with more than one Team in the Competition shall always fulfil its fixture, within the Competition, in the following order of precedence:- First Team, Reserve Team, A Team.

## STANDARD CODE OF RULES

- (iii) Any Club unable to fulfil a fixture or where a Competition Match has been postponed for any reason must, without delay, give notice to the (Fixtures) Secretary, the Competition Referees Appointments Secretary, the secretary of the opposing Club and the Match Officials.
- (iv) In the event of a Competition Match not being played or abandoned owing to causes over which neither Club has control, it should be played in its entirety on a date to be mutually agreed by the two Clubs and approved by the Management Committee. Failing such agreement and notification to the (Fixtures) Secretary within [ ] days the Management Committee shall have the power to order the Competition Match to be played on a named date or on or before a given date. Where it is to the advantage of the Competition and the Clubs involved agree, the Management Committee shall also be empowered to order the score at the time of an abandonment to stand. *Providing gate money is taken and retained the visiting Club shall receive their actual standard class rail or bus fares or the equivalent for [ ] persons, or car allowance at [ ] p per mile for transporting [ ] persons, or hire charge of a coach (receipt to be submitted). The residue (if any) to be equally divided between the two Clubs after deducting the cost of advertising, printing, posting, police and Match Officials charges. The home Club shall take the whole of the proceeds of the second Competition Match.*

Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (v) The Management Committee shall review all Competition Matches abandoned in cases where it is consequent upon the conduct of either or both Teams. Where it is to the advantage of the Competition and does no injustice to either Club, the Management Committee shall be empowered to order the score at the time of the abandonment to stand. In all cases where the Management Committee are satisfied that a Competition Match was abandoned owing to the conduct of one Team or its Club member(s) they shall be empowered to award the points for the Competition Match to the opponent. In cases where a Competition Match has been abandoned owing to the conduct of both Teams or their Club member(s), the Management Committee shall rule that neither Team will be awarded any points for that Competition Match and it shall not be replayed. No fine(s) can be applied by the Management Committee for an abandoned Competition Match.
- (vi) The Management Committee shall review any Competition Match that has taken place where either or both Teams were under a suspension imposed upon them by The FA or Affiliated Association. In each case the Team that was under suspension would be dealt with in the same manner as if they had participated with ineligible players in accordance with Rule 18(N) above. Where both Teams were under suspension the game must be declared null and void and shall not be replayed.

- (F) A Club may at its discretion and in accordance with the Laws of the Game use substitute Players in any Competition Match. A Club may name up to [ ] (3, 4, 5, 6, 7) substitute Players of whom not more than [ ] ((3, 4, 5) may be used.

*A Player who has been substituted himself becomes a substitute and may replace a Player at any time subject to the substitution being carried out in accordance with Law 3 of the Laws of Association Football.*

*Where a Competition does allow return substitutes, a Club may use up to [3 from 3 substitutes Players] [4 from 4 substitute Players] [5 from 5 substitute Players] in a Competition Match.*

The referee shall be informed of the names of the substitute Players not later than [ ] minutes before the start of the Competition Match and a Player not so named may not take part in that Competition Match.

A Player who has been named as a substitute before the start of the Competition Match but does not actually play in that game shall not be considered to have been a Player in that Competition Match within the meaning of Rule 18 of this Competition.

## STANDARD CODE OF RULES

- (G) The half time interval shall be of [ ] minutes' duration, but it shall not exceed 15 minutes. The half time interval may only be altered with the consent of the referee.
- (H) The Teams taking part in a Competition Match shall identify a Team captain who may/shall wear an armband and shall have a responsibility to offer support in the management of the on-field discipline of his/her teammates. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

### REPORTING RESULTS

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- 21. (A) The (*Registration/Fixtures*) Secretary must receive within [ ] days of the date played, the result of each Competition Match in the prescribed manner. This must include the forename(s) and surname of the Team Players (in block letters) and also the *referee markings required by Rule 23, or any other information required by the Competition*. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (B) The Home Club/both Clubs shall telephone/SMS/email/notify the result of each Competition Match to the [ ] by [ ]. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (C) The match result notification, correctly completed, shall be signed by an Officer of the Club, or as prescribed by the Competition. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

### DETERMINING CHAMPIONSHIP

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- 22. (A) Team rankings within the Competition will be decided by points with three points to be awarded for a win and one point for a drawn Competition Match. The Teams gaining the highest number of points in their respective divisions at the end of the Playing Season shall be adjudged the winners. Competition Matches must not be played for double points.

In the event of two or more Teams being equal on points at the end of the Playing Season, rankings shall be determined by goal difference (where the goals scored against each Team shall be deducted from the goals scored by that Team and the Team with the most favourable goal difference shall be placed highest).

In the event of two or more Teams still being equal, the Team which has scored the most goals during the Playing Season shall be placed highest.

In the event of two or more Teams still being equal, the Team that has won the most matches during the Playing Season shall be placed highest.

In the event of two or more Teams still being equal, the Team which has the better playing record against the other Team in their head to head Competition Matches during the Playing Season will be placed highest.

If the records of two or more Teams are still equal and it is necessary for any reason to determine the position of each then the Teams affected shall play a deciding match or matches under conditions as determined by the Management Committee.

- (B) *Automatic promotion shall be applied for the first [ ] Teams and automatic relegation shall be applied for the last [ ] Teams in each division except as provided for hereunder, subject to the provisions of Rule 2(L).*
  - (i) *Should one or more Teams withdraw from any one division after the Playing Season has commenced an equal number of Teams to those withdrawing in that division shall not be automatically relegated.*

## STANDARD CODE OF RULES

- (ii) Vacancies occurring after the conclusion of the Playing Season may be filled in any of the following ways:
    - (a) retention of otherwise relegated Team(s); or
    - (b) additional promotion of the next ranked Team(s) from the division below; or
    - (c) election.
  - (iii) The last [ ] Teams in the lowest division shall retire, but be eligible for re-election except as below, and be subject to the conditions of Rule 22(B)(i) above.
  - (iv) When a senior Team is relegated to a lower division of which its reserve Team is a member, or entitled to be a member, such reserve Team must accept relegation to, or retain its position in, the next lower division; and should the senior Team be relegated to the lowest division its reserve Team automatically retires from the Competition.
  - (v) Should either or both of the leading Teams in any of the divisions have its senior Team in the next higher division, promotion shall fall, at the discretion of the General Meeting, to the next highest Team or Teams in the division concerned.
- (C) In addition to the Team(s) automatically promoted under Rule 22(B), a maximum of one further Team shall be promoted by virtue of being the winner of a play-off match or series of matches (the "Play-Offs"). The eligibility criteria and format of the Play-Offs are as follows [ ].
- (D) In the event of a Team withdrawing from the Competition before completing 75% of its fixtures for the Playing Season all points obtained by or recorded against such defaulting Team shall be expunged from the Competition table. For the purposes of this Rule 22(D) a completed fixture shall include any Competition Match(es) which has been awarded by the Management Committee.
- (E) Where a promotion and/or relegation link exists between Competitions [ ] Clubs, providing they meet the appropriate grading criteria, will be eligible to make application to the [ ] Competition at their AGM. Should the champion Club not wish for promotion or, alternatively, not have the necessary grading criteria, then the [ ] or [ ] placed Club will be eligible under the same conditions.
- At the end of each Season and depending on the geographical location of Clubs gaining promotion to or being relegated from the [ ] Competition, it may be necessary for the Competition either (a) to accept a Club from the [ ] Competition, or (b) have a Club transferred to the same Competition.
- The bottom [ ] Clubs in the [ ] Competition will be relegated. Each relegated Club will be allocated either to the [ ] Competition or to the Competition recommended as most appropriate by the Joint Liaison Committee.
- [ ] Clubs will be promoted to the [ ] Competition from the [ ] Competition, and the [ ] Competition providing that each Club is either the Champion Club or Runner-up or [ ] placed Club and has the necessary grading criteria.
- In the event of there being no eligible Club wishing promotion or not having the necessary grading criteria from any of the Competitions, this will reduce the number of Clubs to be relegated from the [ ] Competition.
- If only [ ] Clubs are eligible or wish for promotion, the bottom [ ] Clubs in the [ ] Competition will be relegated. If only [ ] Club is eligible or wishes promotion, only the bottom Club in the [ ] Competition will be relegated.
- If no Clubs are eligible, or wish for promotion, no Clubs will be relegated from the [ ] Competition.
- In the event of a [ ] Competition Club not being placed in the bottom [ ] Clubs at the end of the Playing Season, wishing to resign from the Competition at the end of the Playing Season, or having been excluded under Rule [ ] only [ ] Clubs will be relegated at the end of the Playing Season.
- In the event of a [ ] Competition Club opting to be relegated or being relegated under Rule [ ] such Club or Clubs will replace the Club or Clubs otherwise due for relegation.



### MATCH OFFICIALS

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23. (A) Registered referees (and assistant referees where approved by The FA or County FA) for all Competition Matches shall be appointed in a manner approved by the Management Committee and by the Sanctioning Authority.
- (B) In the event of the non-appearance of the appointed referee the appointed senior assistant referee shall take charge and a substitute assistant referee appointed by the competing Teams. In cases where there are no officially appointed Match Officials in attendance, the Clubs shall agree upon a referee. An individual thus agreed upon shall, for that Competition Match, have the full powers, status and authority of a registered referee. Individuals under the age of 16 must not participate either as a referee or assistant referee in any Competition Match.
- (C) Where assistant referees are not appointed each Team shall provide a Club assistant referee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (D) The appointed referee shall have power to decide as to the fitness of the Ground in all Competition Matches and that decision shall be final, subject to the determination of the Local Authority or the owners of a Ground, which must be accepted.
- (E) Subject to any limits/provisions laid down by the Sanctioning Authority, Match Officials appointed under this Rule shall be paid a match fee in accordance with the Fees Tariff and travel expenses of [ ] per mile/ or inclusive of travel expenses.
- Match Officials will be paid their fees and/or expenses by the home Club before/immediately after the Competition Match. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (F) In the event of a Competition Match not being played because of circumstances over which the Clubs have no control, the Match Officials, if present, shall be entitled to *full fee plus expenses/half fee plus expenses/expenses only*. Where a Competition Match is not played owing to one Club being in default, that Club shall be ordered to pay the Match Officials, if they attend the Ground, their full fee and expenses. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (G) A referee not keeping his or her engagement, and failing to give a satisfactory explanation as to their non-appearance, may be reported to the Affiliated Association with which he or she is registered.
- (H) Each Club shall, in a manner prescribed from time to time by The FA, award marks to the referee for each Competition Match and the name of the referee and the marks awarded shall be submitted to the Competition on the prescribed form provided. Clubs failing to comply with this Rule shall be liable to be fined (in accordance with the Fines Tariff) or dealt with as the Management Committee shall determine.
- (I) The Competition shall keep a record of the markings and, on the form provided by the prescribed date each Season, shall submit a summary to The FA/County FA.
- (J) *The referee shall submit a report form, supplied by the Competition, giving the result of the Competition Match, the number of Players in each Team and the time of kick-off to the (Registration) Secretary within two days of the Competition Match.*
- (K) *Match Officials shall be supplied, each season, with a copy of the Competition Rules free of charge.*
- (L) *Match Officials shall have undertaken a RESPECT briefing offered by The FA/County FA or the Competition.*

## STANDARD CODE OF RULES

### SCHEDULE A

#### FEES TARIFF

RULE NUMBER	DESCRIPTION	MAXIMUM FEE
4 (A)	CLUB ENTRY FEE	£
4 (B)	CLUB/TEAM ANNUAL SUBSCRIPTION	£
4 (C)	DEPOSIT	£
7 (C), 7 (E), 7(G)	PROTEST/APPEAL FEES	£
18 (D)	PLAYER REGISTRATION FEE	£
18 (H)	TRANSFER FEE	£
23 (E)	REFEREE FEES	£
23 (E)	ASSISTANT REFEREE FEES	£

#### FINES TARIFF

RULE NUMBER	DESCRIPTION	MAXIMUM FINE
2 (G)	FAILURE TO AFFILIATE	£
2 (I)	FAILURE TO COMPLY WITH FA INITIATIVES	£
2 (K)	UNAUTHORISED ENTRY OF TEAMS INTO COMPETITIONS	£
3	FAILURE TO OBTAIN CONSENT FOR A CHANGE OF CLUB NAME	£
4 (C)	FAILURE TO PAY A DEPOSIT	£
4(E)	FAILURE TO PROVIDE AFFILIATION NUMBER/DETAILS FORM	£
5(E)	COMMUNICATIONS CONDUCTED BY PERSONS OTHER THAN NOMINATED OFFICERS	£
6 (H)	FAILURE TO COMPLY WITH AN INSTRUCTION OF THE MANAGEMENT COMMITTEE	£
6 (I)	FAILURE TO PAY A FINE WITHIN REQUIRED TIMEFRAME	£
8 (H)	FAILURE TO BE REPRESENTED AT AGM	£
9	FAILURE TO BE REPRESENTED AT SGM	£
10	FAILURE TO SUBMIT THE REQUIRED WRITTEN AGREEMENT OR TO NOTIFY CHANGES TO SIGNATORIES	£
11(A)	FAILURE TO PROVIDE NOTICE OF WITHDRAWAL BEFORE DEADLINE	£
11 (B)	FAILURE TO COMMENCE/COMPLETE FIXTURES	£

## STANDARD CODE OF RULES

RULE NUMBER	DESCRIPTION	MAXIMUM FINE
13 (A)	FAILURE TO SUBMIT THE REQUIRED WRITTEN AGREEMENT REGARDING THE TROPHY	£
16(A)	FAILURE TO HAVE THE REQUIRED INSURANCE	£
16(B)	FAILURE TO HAVE THE REQUIRED INSURANCE	£
18 (A)	FAILURE TO CORRECTLY REGISTER A PLAYER	£
18 (B) (ii)	FAILURE TO HAVE THE REQUIRED NUMBER OF REGISTERED PLAYERS PRIOR TO THE SEASON COMMENCING	£
18 (F)	REGISTERING OR PLAYING FOR MULTIPLE CLUBS, OR INACCURATE COMPLETION OF A REGISTRATION FORM	£
18 (G)(ii)	REGISTRATION IRREGULARITIES	£
18 (M)	FIELDING MORE THAN THE PERMITTED NUMBER OF PLAYERS WHO HAVE PARTICIPATED IN SENIOR COMPETITIONS MATCHES	£
18 (N)	PLAYING AN INELIGIBLE PLAYER	£
18(O)	FAILURE TO GIVE PRIORITY TO SCHOOL ACTIVITIES	£
19	DELAYING KICK OFF DUE TO NO CHANGE OF COLOURS	£
19	FAILURE TO NUMBER SHIRTS	£
20(A)	DELAYING KICK OFF DUE TO FAILURE TO PROVIDE REQUIRED EQUIPMENT	£
20 (B)	FAILURE TO PLAY MATCHES ON THE DATE FIXED	£
20 (C)	FAILURE TO PROVIDE DETAILS OF A FIXTURE	£
20 (D)	PLAYING MATCH WITH LESS THAN REQUIRED NUMBER OF PLAYERS	£
20 (E) (i) & (iv)	FAILURE TO PLAY FIXTURE	£
20 (H)	NO CAPTAIN'S ARMBAND	£
21 (A)	LATE RESULT NOTIFICATION FORM	£
21 (B)	FAILURE TO PROVIDE RESULT	£
21(C)	RESULT NOTIFICATION NOT SIGNED BY APPROPRIATE SIGNATORIES	£
23 (C)	FAILURE TO PROVIDE CLUB ASSISTANT REFEREE	£
23 (E)	FAILURE TO PAY MATCH OFFICIALS' FEES AND EXPENSES	£
23 (F)	FAILURE TO PAY MATCH OFFICIALS WHERE A MATCH IS NOT PLAYED	£
23 (H)	FAILURE TO PROVIDE REFEREE'S MARK	£

# STANDARD CODE OF RULES

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### SCHEDULE A

Fees Tariff

Fines Tariff

# **STANDARD CODE OF RULES FOR MINI SOCCER AND YOUTH FOOTBALL COMPETITIONS**

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Please refer to the online FA Handbook 2019/2020 for the Standard Code of Rules for Mini Soccer and Youth Football Competitions

# YOUTH RULES FOR THE GUIDANCE OF COUNTY ASSOCIATIONS

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The following Youth Rules are for the guidance of County Associations:-

1. The Association shall be called "The County Youth Football Association."
2. The Officers of the Youth Association shall consist of a President, Vice-Presidents, Chairman, Hon. Secretary and Treasurer, and Hon. Referees' Secretary.
3. The Youth Association for the purposes of general management shall be governed by a Council consisting of two Members from each Division elected annually in accordance with these Rules, four Members nominated by the County Football Association, the President, Chairman, Hon. Referees' Secretary and the Hon. Secretary and Treasurer of the County Football Association.
4. All Clubs having their headquarters within the area of the County Association, the whole of whose players are under 18 years of age on 31st August, of the then current season, shall be eligible for Membership, subject to the approval of the Council.
5. All Clubs upon application for affiliation to the Youth Association, and at any time thereafter when so required, shall satisfy the Council that they are properly constituted and also play Football according to the Rules and Regulations of The Football Association.
6. Each affiliated League, Competition and Club shall pay an annual fee.
7. Each affiliated Club shall forward on or before the 1st September in each year, to the Hon. Secretary, a return in accordance with Form "A" in the Schedule which is annexed to and forms part of these Rules.
8. For the purposes of management, the Youth Association shall be divided into Divisions, geographically as defined by the Council, the Division to which a Club belongs being determined by the situation of its ground or, in the event of a Club having no ground, by the situation of its headquarters.
9. The Annual General Meeting shall be held not later than the [.....] in each year.

A printed balance sheet of the accounts, certified by the Auditor, shall be sent out with the notices convening the meeting 14 days prior to the date of same. Each affiliated League, Competition and Club shall be entitled to send two duly appointed Representatives. All Representatives appointed under this Rule must be Members of the Club they represent.

An individual Member shall only represent one affiliated Club. The County Officers shall be entitled to vote at any Ordinary and/or Special General Meeting. Councillors may attend any General Meeting but may not vote in that capacity.
10. [Each County Association will frame its own Rule, as circumstances may require, to provide the method by which the Council shall be elected.]
11. The duties of the affiliated Leagues or Competitions may be generally defined as follows:-

To investigate and (if so instructed by the Council) to deal with reports of misconduct, protests, complaints, or other matters referred to them by the Council, or by the Secretary in cases when delay would appear detrimental. The League or Competition shall, with as little delay as possible, report the results of their investigations and determinations to the Secretary. The Council shall have power to amend or revoke any decision of a League or Competition when they deem it advisable.
12. Any Appeal against a decision of a League or Competition must be sent to the Secretary, accompanied by a deposit of £0.50 which may be forfeited to the funds of the County Association if the Appeal is successful. Members of a League or Competition whose decision is appealed against shall not sit on, or be present at, the Council Meeting during the determination of such Appeal. All Appeals under this Rule must be lodged with the Secretary within seven days of the decision being given, which it is desired to appeal against.
13. If an insufficient number of candidates is nominated, the Hon. Secretary shall report the circumstances to the retiring Council, who shall elect Members to fill the vacancies.
14. Five Members of the Council shall form a quorum for the transaction of business. The Council shall have the power to fill any vacancy that may occur among the elected Members in their body during the year. The Council shall have power to appoint such Committees as they may consider necessary and provide such secretarial assistance as they think fit.

**[The Rules of the County Association shall apply to all matters not provided for in these Rules.]**

# STANDARD CLUB RULES

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## SUGGESTED RULES:

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**1. Name**

The club shall be called [.....] (the “Club”).

**2. Objects**

The objects of the Club shall be to provide facilities, promote the game of Association Football, to arrange matches and social activities for its members and community participation in the same.

**3. Status of Rules**

These rules (the “Club Rules”) form a binding agreement between each member of the Club.

**4. Rules and Regulations**

(a) The members of the Club shall so exercise their rights, powers and duties and shall, where appropriate use their best endeavours to ensure that others conduct themselves so that the business and affairs of the Club are carried out in accordance with the Rules and Regulations of The Football Association Limited (“The FA”), County Football Association to which the Club is affiliated (“Parent County Association”) and Competitions in which the Club participates, for the time being in force.

(b) No alteration to the Club Rules shall be effective without prior written approval by the Parent County Association. The FA and the Parent County Association reserve the right to approve any proposed changes to the Club Rules.

(c) The Club will also abide by The FA’s Child Protection Policies and Procedures, Codes of Conduct and the Equality Policy as shall be in place from time to time.

**5. Club Membership**

(a) The members of the Club from time to time shall be those persons listed in the register of members (the “Membership Register”) which shall be maintained by the Club Secretary.

(b) Any person who wishes to be a member must apply on the Membership Application Form and deliver it to the Club. Election to membership shall be at the discretion of the Club Committee and granted in accordance with the anti-discrimination and equality policies which are in place from time to time. An appeal against refusal may be made to the Club Committee in accordance with the Complaints Procedure in force from time to time. Membership shall become effective upon an applicant’s name being entered in the Membership Register.

(c) In the event of a member’s resignation or expulsion, his or her name shall be removed from the Membership Register.

(d) The FA and Parent County Association shall be given access to the Membership Register on demand.

**6. Annual Membership Fee**

(a) An annual fee payable by each member shall be determined from time to time by the Club Committee and set at a level that will not pose a significant obstacle to community participation. Any fee shall be payable on a successful application for membership and annually by each member. Fees shall not be repayable.

### 7. Resignation and Expulsion

- (a) A member shall cease to be a member of the Club if, and from the date on which, he/she gives notice to the Club Committee of his/her resignation. A member whose annual membership fee or further subscription is more than two (2) months in arrears shall be deemed to have resigned.
- (b) The Club Committee shall have the power to expel a member when, in its opinion, it would not be in the interests of the Club for them to remain a member. An appeal against such a decision may be made to the Club Committee in accordance with the Complaints Procedure in force from time to time.
- (c) A member who resigns or is expelled shall not be entitled to claim any, or a share of any, of the income and assets of the Club (the "Club Property").

### 8. Club Committee

- (a) The Club Committee shall consist of the following Club Officers: Chairperson, Vice Chairperson, Treasurer, Welfare Officer (where a Club has youth teams) Secretary and Minutes Secretary and up to 5 other members, elected at an Annual General Meeting.
- (b) Each Club Officer and Club Committee Member shall hold office from the date of appointment until the next Annual General Meeting ("AGM") unless otherwise resolved at an Extraordinary General Meeting ("EGM"). One person may hold no more than two positions of Club Officer at any time. The Club Committee shall be responsible for the management of all the affairs of the Club. Decisions of the Club Committee shall be made by a simple majority of those attending the Club Committee meeting. The Chairperson of the Club Committee meeting shall have a casting vote in the event of a tie. Meetings of the Club Committee shall be chaired by the [.....] or in their absence the [.....] The quorum for the transaction of business of the Club Committee shall be three.
- (c) Decisions of the Club Committee of meetings shall be entered into the Minute Book of the Club to be maintained by the Club Secretary.
- (d) Any member of the Club Committee may call a meeting of the Club Committee by giving not less than seven days' notice to all members of the Club Committee. The Club Committee shall hold not less than four meetings a year.
- (e) An outgoing member of the Club Committee may be re-elected. Any vacancy on the Club Committee which arises between Annual General Meetings shall be filled by a member proposed by one and seconded by another of the remaining Club Committee members and approved by a simple majority of the remaining Club Committee members.
- (f) Save as provided for in the Rules and Regulations of The FA, the Parent County Association and any applicable Competition, the Club Committee shall have the power to decide all questions and disputes arising in respect of any issue concerning the Club Rules.
- (g) The position of a Club Officer shall be vacated if such person is subject to a decision of The FA that such person be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club.



## STANDARD CLUB RULES

### 9. Annual and Extraordinary General Meetings

- (a) An AGM shall be held in each year to:
  - (i) receive a report of the activities of the Club over the previous year;
  - (ii) receive a report of the Club's finances over the previous year;
  - (iii) elect the members of the Club Committee; and
  - (iv) consider any other business.
- (b) Nominations for election of members as Club Officers or as members of the Club Committee shall be made in writing by the proposer and seconder, both of whom must be existing members of the Club, to the Club Secretary not less than 21 days before the AGM. Notice of any resolution to be proposed at the AGM shall be given in writing to the Club Secretary not less than 21 days before the meeting.
- (c) An EGM may be called at anytime by the Club Committee and shall be called within 21 days of the receipt by the Club Secretary of a requisition in writing, signed by not less than five members stating the purposes for which the Meeting is required and the resolutions proposed. Business at an EGM may be any business that may be transacted at an AGM.
- (d) The Secretary shall send to each member at their last known address written notice of the date of a General Meeting (whether an AGM or an EGM) together with the resolutions to be proposed at least 14 days before the meeting.
- (e) The quorum for a General Meeting shall be [.....].
- (f) The Chairperson, or in their absence a member selected by the Club Committee, shall take the chair. Save as set out at (g) below, each member present shall have one vote and resolutions shall be passed by a simple majority. In the event of an equality of votes the Chairperson of the Meeting shall have a casting vote.
- (g) Any member aged under 18 years may not vote in a general meeting save that one of his or her parents/guardians may vote on his or her behalf.
- (h) The Club Secretary, or in their absence a member of the Club Committee, shall enter Minutes of General Meetings into the Minute Book of the Club.

### 10. Club Teams

At its first meeting following each AGM the Club Committee shall appoint a Club member to be responsible for each of the Club's football teams. The appointed members shall be responsible for managing the affairs of the team. The appointed members shall present to the Club Committee at its last meeting prior to an AGM a written report of the activities of the team.

### 11. Club Finances

- (a) A bank account shall be opened and maintained in the name of the Club (the "Club Account"). Designated account signatories shall be the Club Chairperson, the Club Secretary and the Treasurer. No sum shall be drawn from the Club Account except by cheque signed by two of the three designated signatories. All monies payable to the Club shall be received by the Treasurer and deposited in the Club Account.
- (b) The Club Property shall be applied only in furtherance of the objects of the Club. The distribution of profits or proceeds arising from the sale of Club Property to members is prohibited.
- (c) The Club Committee shall have the power to authorise the payment of remuneration and expenses to any member of the Club (although a Club shall not remunerate a member for playing) and to any other person or persons for services rendered to the Club.

- (d) The Club may provide sporting and related social facilities, sporting equipment, coaching, courses, insurance cover, medical treatment, away-match expenses, post match refreshments and other ordinary benefits of Community Amateur Sports Clubs as provided for in the Finance Act 2002.
- (e) The Club may also in connection with the sports purposes of the Club:
  - (i) sell and supply food, drink and related sports clothing and equipment;
  - (ii) employ members (although not for playing) and remunerate them for providing goods and services, on fair terms set by the Club Committee without the person concerned being present;
  - (iii) pay for reasonable hospitality for visiting teams and guests; and
  - (iv) indemnify the Club Committee and members acting properly in the course of the running of the Club against any liability incurred in the proper running of the Club (but only to the extent of its assets).
- (f) The Club shall keep accounting records for recording the fact and nature of all payments and receipts so as to disclose, with reasonable accuracy, at any time, the financial position, including the assets and liabilities of the Club. The Club must retain its accounting records for a minimum of six years.
- (g) The Club shall prepare an annual "Financial Statement", in such format as shall be available from The FA from time to time. The Financial Statement shall be verified by an independent, appropriately qualified accountant and shall be approved by members at general meeting. A copy of any Financial Statement shall, on demand, be forwarded to The FA.
- (h) The Club Property, other than the Club Account, shall be vested in not less than two and no more than four custodians, one of whom shall be the Treasurer ("the Custodians"), who shall deal with the Club Property as directed by decisions of the Club Committee and entry in the Minute Book shall be conclusive evidence of such a decision.
- (i) The Custodians shall be appointed by the Club in a General Meeting and shall hold office until death or resignation unless removed by a resolution passed at a General Meeting.
- (j) On their removal or resignation a Custodian shall execute a Conveyance in such form as is published by The FA from time to time to a newly elected Custodian or the existing Custodians as directed by the Club Committee. The Club shall, on request, make a copy of any Conveyance available to The FA. On the death of a Custodian, any Club Property vested in them shall vest automatically in the surviving Custodians. If there is only one surviving Custodian, an EGM shall be convened as soon as possible to appoint another Custodian.
- (k) The Custodians shall be entitled to an indemnity out of the Club Property for all expenses and other liabilities reasonably incurred by them in carrying out their duties.

### 12. Dissolution

A resolution to dissolve the Club shall only be proposed at a General Meeting and shall be carried by a majority of at least three-quarters of the members present.

Any surplus assets remaining after the discharge of the debts and liabilities of the Club shall be transferred to another Club, a Competition, the Parent County Association or The FA for use by them for related community sports.

The dissolution shall take effect from the date of the resolution and the members of the Club Committee shall be responsible for the winding up of the assets and liabilities of the Club.

# MATCHES AGAINST FOREIGN CLUBS

## PRO – APPLICATION TO PLAY AGAINST FOREIGN TEAMS – FORM (JUNE 2018)

### THE FOOTBALL ASSOCIATION

#### Application from a Premier League/English Football League/FA Women's Super League Club wishing to participate in Matches against Foreign Opposition

To be received at The FA 60 days before the date of the intended match or the first of a series of matches.

FA Rule B 4 (b) and FIFA Regulations Governing International Matches shall apply.

All Clubs given permission to play matches against foreign opponents of another National Association shall ensure that, both on and off the field, members of the party uphold the prestige of The Association and of their Club and comply with all applicable Rules, Regulations and Policies including those of The FA and the Premier League, EFL or FAWSL.

\_\_\_\_\_ Football Club ("the Club"), wish to arrange the following match(es) or tournament(s) against the following foreign team(s):

Name of Club(s)/Tournament(s)	- First Team - Reserves - Age Group	Date	Kick-Off	Host Association and Venue	National Association of Team(s)

**AGENTS** Please indicate whether the match(es)/tournament(s) listed above have been arranged by an agent.

Name and address of licensed agent \_\_\_\_\_

**TELEVISION** If your Club have entered into any contract which relates to the television transmission of the match(es) / tournament or part of it/them into the territory of the United Kingdom, or have any knowledge of any plans for such transmission, please complete the following:

- Have you retained the television rights for the match(es)/tournament? YES  NO
- If "NO" to question 1 then who are the television rights holders? \_\_\_\_\_
- If you have entered into a television contract, does this contain the necessary UEFA/FIFA Regulations covering the authorisation for the exploitation of the Audio-Visual and Sound Broadcasting Rights?

UEFA Article 48\*                      Applicable FIFA Article\*

- Do you have any knowledge of any intention to transmit television pictures of the match(es) / tournament into the territories of the United Kingdom and the Republic of Ireland? YES  NO

\* As such Articles may be updated or revised from time to time.

I confirm the above information to be correct and that the Club agrees to comply with applicable Rules, Regulations and Policies of The FA and the Premier League, EFL or FAWSL in relation to this application and acknowledge that The FA may at its discretion share details of this application with relevant football and statutory authorities.

Signed:		Date:	
Name (Print):		Position:	

Forms to be returned to:  
 Licensing & Sanctioning Department, The Football Association  
 Wembley Stadium, PO Box 1966, London SW1P 9EQ  
[sanctioning@thefa.com](mailto:sanctioning@thefa.com)  
 0800 169 1863 ext 4601



# MATCHES AGAINST FOREIGN CLUBS

## NON-LEAGUE – APPLICATION TO PLAY AGAINST FOREIGN TEAMS – FORM (JUNE 2018)

### APPLICATION TO PARTICIPATE IN MATCHES AGAINST FOREIGN OPPOSITION

**Only for use by those that are NOT a Premier League /English Football League or FAWSL Club**

To be completed in full and forwarded to the County Association to which your Club is Sanctioned/Affiliated at least 60 days prior to the date of the intended match or the first of a series of matches.



We \_\_\_\_\_, the applicant Club with

Affiliation Number \_\_\_\_\_, wish to arrange the following match(es)

against the following foreign team(s):-

Name of Club(s)/ Tournament	- First Team - Reserves - Age Group	Date of match(es) and kick-off time	Venue	Host Association	National Associations of Team(s)

(If insufficient space, please provide a separate list along with this form)

In submitting this application we acknowledge and confirm that in relation to the match(es)/tournament for which consent to participate is requested we shall fully comply with the Laws of the Game and all FA Rules, Regulations, Procedures and Policies.

**In circumstances where the match(es)/tournament involves one or more youth teams, we additionally acknowledge and confirm the following:**

- We shall fully comply with The FA's Safeguarding Children Policies and Procedures - <http://www.thefa.com/football-rules-governance/safeguarding>;
- We shall at all times be responsible for the safeguarding and welfare of our Club's Officials, Players and Staff;
- We hold written consents from the parents/carers of all young persons aged under 16 that will attend the match(es)/tournament. No young person shall participate in the match(es)/tournament in the absence of such consent;
- Where match(es)/tournaments involving young persons of school age are due to take place during term time, we hold written permissions from the head teachers of all young persons involved;
- We have read and shall adhere to the Safe Sports Events, Activities and Competitions Guidance provided by the NSPCC, Child Protection in Sport Unit - <https://thecpsu.org.uk/resource-library/2013/safe-sport-events-activities-and-competitions/> and
- We have satisfied ourselves that there will be an adequate Safeguarding Plan (compliant with the NSPCC's Safe Sports Events, Activities and Competitions Guidance), onsite emergency procedures and first aid provision in place to ensure the safety and welfare of all participants of the Club at all times during the match(es)/tournament.

If the Club requires safeguarding support please contact your County Welfare Officer.

Club Signatory \_\_\_\_\_ Print Name \_\_\_\_\_

Email address \_\_\_\_\_

Date \_\_\_\_\_

**TO BE COMPLETED BY THE COUNTY FOOTBALL ASSOCIATION FOR ALL CLUBS BELOW STEP 4 OF THE NLS**

\_\_\_\_\_ County Football Association hereby approves the above application to play against foreign teams.

Signed by the Secretary/Youth Secretary \_\_\_\_\_

Print name \_\_\_\_\_

Date \_\_\_\_\_

Completed form to be forwarded to:

Licensing & Sanctioning Dept  
The Football Association, Wembley  
Stadium, London, SW1P 9EQ, PO Box 1966

Email: [sanctioning@thefa.com](mailto:sanctioning@thefa.com)  
Tel: 0800 169 1863 x4601

# SMALL-SIDED FOOTBALL

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## LAWS OF THE GAME

Revised March 2018

### Introduction

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The following laws of the game are The Association's recommended laws for use in Small-Sided Football. This includes 5, 6 and 7-a-side games but not Mini-Soccer or Futsal, which have their own specific laws. (These are also available from The Association). These Laws were revised in 2012 based on the following principles;

- A revision of The Association's Laws so that they better reflect the game that it is being played in many venues
- Applying the general principle of the 'normal laws of Association Football with exceptions' and as consequence simplifying the game for both players and Referees.
- Improving the technical quality of play in the small-sided game
- To encourage participation and enjoyment in a safe and controlled environment.

Small Sided Football is now the largest form of the recreational game. The laws that people play the game tend to differ from venue to venue and reflect both traditions of play and the constraints of the facility in which the game is taking place. The set of Laws contained in this document are those that The Association will use in its own Small Sided Football competitions and we would recommend their adoption by all organisers of Small Sided Football. However, given the diversity of small sided facilities and formats in this country, use of these Laws in all circumstances is not mandatory and these revised Laws also allow The Association and the County Football Associations to sanction other formats of Small Sided Football. The principles of any approval by The Association shall be based upon;

- The normal laws of Association Football apply with exceptions
- The game should take into full account the health and safety of the players and officials.

This document contains both a full set of laws, suitable for use by competition organisers and Match Officials and an abridged version that can be used to advise participants of the laws that will be of greatest interest to them.

Further advice on laws of the game and the affiliation of competitions can be obtained from your local County Football Association.



## SMALL-SIDED FOOTBALL

### Area Markings

The playing area is marked with lines. The two longer boundary lines are called touchlines. The two shorter lines are called goal lines.

All lines are 8cm wide.

The playing area is divided into two halves by the halfway line.

The **centre mark** is indicated at the midpoint of the halfway line. A circle with a radius of 3 m is marked around it.

A **penalty area** is defined at each end of the pitch as follows:

A semi circle of 6 m radius shall be drawn from the centre of each goal line. The extremities of these semi-circles should reach the goal line, barrier or wall regardless of whether or not the goal posts encroach onto the playing area.

### Penalty Mark

A penalty mark is drawn 6 m from the midpoint between the goal posts and equidistant from them.

### The Corner Arc

Where barriers do not surround the playing area a quarter circle with a radius of 25cm from each corner is drawn inside the playing area.

### Goals

Goals must be placed on the centre of each goal line.

They consist of two upright posts equidistant from each corner and joined at the top by a horizontal crossbar.

The distance (inside measurement) between the posts is maximum 5m, minimum 3m and the distance from the lower edge of the crossbar to the ground is maximum 2m minimum 1.20m.

Both goal posts and the crossbar have the same width and depth of 8cm. Nets, made of hemp, jute or nylon, are attached to the posts and crossbars behind the goals. The lower part is supported by curved bars or some other adequate support.

### Safety

The goals may be portable but they must be anchored securely to the ground during play as per Health and Safety requirements.

### Playing Surface

Where natural turf is not used the surface must be smooth and flat and non-abrasive. The use of wood or artificial material is recommended.

## LAW 2: THE BALL

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### Qualities and Measurements

The ball is:

- Spherical
- Made of leather or other suitable material
- Size appropriate to the age group playing

### Replacement of a Defective Ball

If the ball bursts or becomes defective during the course of a game:

- The game is stopped
- The game is restarted by dropping the replacement ball at the place where the first ball became defective

## SMALL-SIDED FOOTBALL

If the ball bursts or becomes defective while not in play:

- The game is restarted according to the Laws

The ball may not be changed during the match without the permission of the Referee.

### LAW 3: THE NUMBER OF PLAYERS

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A match is played by two teams, each consisting of not more than the following number of players and substitutes for each format:

- 5-a-side = 5 players per team and 3 substitutes (total of 8 players)
- 6-a-side = 6 players per team and 3 substitutes (total of 9 players)
- 7-a-side = 7 players per team and 3 substitutes (total of 10 players)

#### Substitution Procedure

The maximum number of substitutes permitted is three.

The number of substitutions made during a game is unlimited. A player who has been replaced may return to the pitch as a substitute for another player.

Substitutions should take place when there is a break in play or during play if the second official is involved in refereeing the game. This will be determined by the Competition Rules.

A substitution is one that is made when the ball is in or out of play for which the following conditions must be observed:

- The player entering the playing area may not do so until the player leaving the playing area has passed completely over the boundary line
- Where barricades are used the players must use the opening onto the playing area
- A substitution is complete when the substitute enters the playing area from which moment they become a player and the player they are replacing ceases to be a player

A substitute is subject to the authority and jurisdiction of the Referee whether called upon to play or not.

#### Changing Places with the Goalkeeper

Any of the players or substitutes, may change places with the goalkeeper. The following conditions must be observed:

- The Referee must be informed before the change is made
- The change may only be made during a stoppage in play
- The replacement goalkeeper must wear a jersey which distinguishes them from all other players

#### Infringements/Sanctions

If, while a substitution is being made, a substitute enters the playing area before the player being replaced has completely left:

- Play is stopped
- The player being replaced is instructed to leave the playing area
- The substitute is 'sin binned' for the agreed period.
- Play is restarted by an indirect free kick to be taken by the opposing team from the place where the ball was situated when the game was stopped. However, if the ball was inside the penalty area, the indirect free kick is taken on the penalty area line, at the place nearest to the position of the ball when play was stopped



## SMALL-SIDED FOOTBALL

Where barricades are used if, while a substitution is being made, a substitute enters the playing area or a player being replaced leaves it from a place other than the recognised opening in the barricades:

- Play is stopped
- The substitute is 'sin binned' for the agreed period.
- Play is restarted by an indirect free kick to be taken by the opposing team from the place where the ball was situated when the game was stopped. However, if the ball was inside the penalty area, the indirect free kick is taken on the penalty area line, at the place nearest to the position of the ball when play was stopped

### Validity of a Match – Playing Numbers

A match should not be considered valid if the playing strength of either team is permanently reduced by:

- More than two players for 5-a-side,
- More than two players for 6-a-side
- More than three players for 7-a-side.

However this should only apply when players are permanently excluded or lost through injury rather than within the 'Sin Bin' for a two minute suspension.

## LAW 4: THE PLAYERS' EQUIPMENT

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### Safety

A player must not use equipment or wear anything that is dangerous to themselves or another player, including any kind of jewellery. Jewellery should be removed.

### Basic Equipment

- A jersey or shirt
- Shorts or track suit trousers
- Socks
- Shinguards
- Footwear – which is subject and appropriate to local conditions and surface type must be worn.

### Shinguards

- Are covered entirely by the socks
- Are made of a suitable material (rubber, plastic or similar substances)
- Provide a reasonable degree of protection

### Goalkeepers

- The goalkeeper is permitted to wear long trousers
- Each goalkeeper wears colours which easily distinguish them from the other players and the Referees

## SMALL-SIDED FOOTBALL

### Infringements/Sanctions

For any Infringements of this Law:

- The player at fault is instructed by the Referee to leave the playing area to correct their equipment or to obtain any missing item of equipment. The player may not return to the playing area without first reporting to the Referee, who then checks that the player's equipment is now correct. The player is only allowed to re-enter the game when the ball is out of play
- Players can return to play whilst the ball is in play if a second official has checked the equipment. If no second official is present the player must wait for a break in play in order for the Referee to check the faulty equipment

## LAW 5: THE REFEREE

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### The Authority of the Referee

Each game is controlled by a Referee who has full authority to enforce the Laws of the Game in connection with the game to which they have been appointed, from the moment they enter the locality where the playing area is situated until they leave.

### Powers and Duties The Referee:

- Enforces the Laws of the Game
- Allows play to continue when the team against which an offence has been committed will benefit from such an advantage and penalises the original offence if the anticipated advantage does not ensue at that time
- Keeps a record of the match and provides the appropriate authorities with a game report which includes information on any disciplinary action taken against players, and/or team officials and any other incidents which occur before, during or after the game
- Acts as timekeeper
- Stops, suspends or terminates the game for any infringement of the Laws or due to any kind of outside interference
- Takes disciplinary action against players guilty of cautionable and sending-off offences
- Takes action against team officials who fail to conduct themselves in a responsible manner and may, at their discretion, expel them from the playing area and its immediate surrounds
- Ensures that no unauthorised persons enter the playing area
- Stops the game if, in their opinion, upon injury assessment a player is seriously injured and ensures that they are removed from the playing area
- Ensures any player bleeding from a wound leaves the playing area
- Allows play to continue until there is a stoppage in play if a player is, in their opinion, only slightly injured
- Ensures that any ball used meets the requirements of Law 2
- Make use of timed suspensions to exclude temporarily players guilty of infringements of the laws
- In the absence of a second official, the Referee should make excluded players aware of the end of their period of suspension

### Decisions of the Referee

The decisions of the Referee regarding facts connected with play are final.

## SMALL-SIDED FOOTBALL

### LAW 6: THE MATCH OFFICIAL

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#### Duties

The duties of the Match Official are to assist the Referee in the control of the game in the following areas: -

- Control of the substitution procedure, ensuring that the player to be replaced has left the playing area before the substitute is allowed to enter the playing area
- Check the equipment of all the substitutes entering the playing area
- Ensure that a player sent from the playing area by the Referee, to replace any missing or defective equipment is checked before being allowed back on to the playing area
- If a player has been removed from the playing area by the Referee to have a 'blood injury' treated the Match Official must ensure that the bleeding has stopped before the player is allowed to re enter the playing area
- Keep a full record of the game details
- Act as the timekeeper for any player who has been given a temporary suspension from the game
- Report to the Referee any misconduct by any of the team players or officials in the technical / bench / substitute area
- Carry out any other duties as requested by the Referee

### LAW 7: THE DURATION OF THE GAME

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The duration of the game shall be divided into two equal periods of over five and up to 25 minutes each period subject to the following:

- (a) Allowance shall be made in either period for time lost through stoppages as decided by the Referee.
- (b) The duration of either half shall be extended to enable a penalty kick to be taken.
- (c) At half time the interval shall not exceed five minutes except by consent of the Referee.
- (d) Competition rules may allow for a game to be played in its entirety without a half time interval or requirement to change ends.

For games ending in a draw, competition rules may state provisions involving extra time or other procedures approved by the International FA Board to determine the winner of the game.

### LAW 8: START OF PLAY

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#### Preliminaries

The choice of ends is decided by the toss of a coin. The team winning the toss decides which goal it wishes to attack in the first half of the game.

The other team takes the kick-off to start the game.

#### Kick-off

- A kick-off is a way of starting or restarting play:
- At the start of the game
- After a goal has been scored
- At the start of the second half of the game
- At the start of each period of extra time, where applicable

A goal may be scored directly from the kick-off.

## SMALL-SIDED FOOTBALL

### Procedure

- All players are in their own half of the playing area
- The opponents of the team taking the kick-off are at least 3m from the ball until it is in play
- The ball is stationary on the centre mark
- The Referee gives a signal
- The ball is in play when it is kicked and moves forward
- The kicker may not touch the ball a second time until it has touched another player

After a team scores a goal, the other team takes the kick-off.

### Infringements/Sanctions

If the kicker touches the ball for a second time before it has been touched by another player:

- An indirect free kick is awarded to the opposing team which has to be taken from the place where the infringement occurred. For any other infringement of the kick-off procedure the kick-off is retaken.

### Drop Ball

A drop ball is a way of restarting the game after a temporary stoppage

### Procedure

The Referee drops the ball at the place where it was located when play was stopped, unless it was in the goalkeeper's possession, when the goalkeeper shall, at the referee's signal; return the ball into play by throwing the ball from any point within the Penalty Area.

Play restarts when the ball touches the ground.

Where barricades are in use and a drop ball is required the Referee shall drop the ball 2m from the barricade at the appropriate point.

### Infringements/Sanctions

The ball is dropped again:

- If it is touched by a player before it makes contact with the ground
- If the ball leaves the playing area after it makes contact with the ground, without a player touching it

## LAW 9: THE BALL IN AND OUT OF PLAY

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### Ball Out of Play

The ball is out of play when:

- It has wholly crossed the goal line or touch line, whether on the ground or in the air
- Play has been stopped by the Referee
- When playing indoors, it hits the ceiling

### Ball In Play

The ball is in play at all other times including when:

- It rebounds from a goal post, the crossbar, or the barricades onto the playing area
- It rebounds from the Referee when on the playing area

### Decisions

When a game is being played on an indoor playing area and the ball hits the ceiling, the game is restarted by an indirect free kick awarded to the opposing team to the one which last touched the ball.

## SMALL-SIDED FOOTBALL

The indirect free kick should be taken from the point at which the ball began to rise. Should this occur in the penalty area, the free kick should be taken from the penalty area line nearest to where the offence was committed. The exception to this rule is when the ball hits the ceiling following a deliberate 'save' (as opposed to a clearance) by the goalkeeper. In this case teams should play on.

**Height of ball restrictions** – If a height restriction is to be introduced the competition rules should identify the height above which an indirect free kick shall be awarded to the opposing team. If a height infringement occurs within the penalty area and is committed by the defending team an indirect free kick should be awarded on the penalty area line nearest to where the offence took place. The exception to this rule shall be when the ball rises above the designated height restriction resulting from a save or block performed by a goalkeeper. Play should continue in this circumstance. Should another player then play the ball whilst it is at a height above the designated height restriction this will result in an indirect free kick to the opposing team.

### LAW 10: THE METHOD OF SCORING

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#### **Goal Scored**

Except otherwise provided by these Laws, a goal is scored when the whole of the ball passes over the goal line, between the goalposts and under the crossbar, unless it has been thrown, carried or intentionally propelled by the hand or arm by a player of the attacking side, the goalkeeper included.

#### **Winning Team**

The team scoring the greater number of goals during a game is the winner. If both teams score an equal number of goals or if no goals are scored, the game is drawn.

#### **Competition Rules**

For games ending in a draw, competition rules may state provisions involving extra time or other procedures to determine the winner of a game.

### LAW 11: FREE KICKS

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#### **Types of Free Kicks**

Free kicks are either direct or indirect.

For both direct and indirect free kicks, the ball must be stationary when the kick is taken and the kicker may not touch the ball a second time until it has touched another player.

#### **The Direct Free Kick**

- If a direct free kick is kicked directly into the opponent's goal, a goal is awarded

#### **The Indirect Free Kick**

- A goal can be scored only if the ball subsequently touches another player before it enters the goal

#### **Position of Free Kick**

- All opponents must be at least 3m from the ball until it is in play
- The ball is in play after it has been touched or played

#### **Infringements/Sanctions**

If, when a free kick is taken, an opponent is closer to the ball than the required distance:

- The kick is retaken

If, after the ball is in play, the kicker touches the ball a second time before it has touched another player:

- An indirect free kick is awarded to the opposing team, taken from the place where the infringement occurred.

## SMALL-SIDED FOOTBALL

### Signals

**Direct Free Kick:** the Referee keeps one arm horizontal pointing in the direction the kick has to be taken

**Indirect Free Kick:** the Referee indicates an indirect free kick by raising their arm above their head. They maintains their arm in that position until the kick has been taken and the ball has touched another player or goes out of play

## LAW 12: FOULS AND MISCONDUCT

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Fouls and misconduct are penalised as follows:

### Direct Free Kick

A direct free kick is awarded to the opposing team if a player commits any of the following seven offences in a manner considered by the Referee to be careless, reckless or using excessive force:

- Kicks or attempts to kick an opponent
- Trips or attempts to trip an opponent
- Jumps at an opponent
- Charges an opponent, even with the shoulder
- Strikes or attempts to strike an opponent
- Pushes an opponent
- Tackles an opponent

A direct free kick is also awarded to the opposing team if a player commits any of the following offences:

- Holds an opponent
- Spits at an opponent
- Slides in an attempt to play the ball when it is being played or attempted to be played by an opponent (sliding tackle).
- Handles the ball deliberately, with the exception of the goalkeeper, who is able to handle the ball in their own penalty area

A direct free kick is taken from the place where the infringement occurred.

### Penalty Kick

A penalty kick is awarded if a player commits any of the aforementioned offences inside their own penalty area, irrespective of the position of the ball but provided that it is in play.

If the Competition Rules dictate that only goalkeepers are permitted inside their own penalty area then this part of the Law does not apply.

### Indirect Free Kick

An indirect free kick is awarded to the opposing team if a goalkeeper commits one of the following offences:

- Touches or controls the ball with their hands after it has been deliberately kicked to them by a team-mate
- Touches or controls the ball with their hands after they have received it directly from a kick-in taken by a team-mate
- Touches or controls the ball with their hands or feet, in the penalty area, for more than four seconds
- Height of ball restrictions (optional modification) – If a height restriction is introduced the competition rules should identify the height above which an indirect free kick shall be awarded to the opposing team

## SMALL-SIDED FOOTBALL

- If a height infringement occurs within the penalty area and is committed by the defending team an indirect free kick should be awarded on the penalty area line nearest to where the offence took place.
- The exception to this rule shall be when the ball rises above the designated height restriction resulting from a save or block performed by a goalkeeper. Play should continue in this circumstance unless the ball hits the roof, when play should be restarted with a drop ball. However should another player play the ball whilst it is at a height above the designated height restriction this will result in an indirect free kick to the opposing team.

An indirect free kick is also awarded to the opposing team, to be taken from the place where the infringement occurred, if, in the opinion of the Referee, a player:

- Plays in a dangerous manner
- Deliberately impedes the progress of an opponent when the ball is not being played
- Prevents the goalkeeper from releasing the ball from their hands
- Commits any other offence, not previously mentioned in Law 12, for which play is stopped to caution or dismiss a player

The indirect free kick is taken from the place where the infringement occurred, unless this was in the penalty area, in which case the indirect free kick is taken from the penalty area line at the point nearest to where the infringement occurred.

### Disciplinary Sanctions

The use of temporary time suspensions ('sin bins) and the exclusion of a player arising from the issuing of a red card are the recommended disciplinary sanctions for use in small-sided football. Match Officials should employ the use of temporary timed suspensions (blue cards) in all cases traditionally regarded as cautionable offences.

Referees shall also have the discretion to use a second 'blue card' and a further period of suspension for a second minor offence rather than a second blue card automatically resulting in a red card and permanent expulsion.

The options for a match official imposing disciplinary sanctions are therefore;

- Player shown a blue card and temporarily suspended from play
- Player issued with a discretionary second blue card and temporarily excluded from play
- Player issued with a red card and permanently excluded from play

A blue card offence should always be accompanied by a temporary suspension from play.

The period of timed suspension in Small Sided Football shall be two minutes. The release of players from a temporary suspension should be at the direction of the Referee or a Match Official if one is available.

### Temporary Timed Suspensions – Procedures

A player temporarily suspended from play will be shown a blue card by the Match Official and informed that they shall be suspended from play for two minutes.

The player is obliged to leave the playing area and remain in a designated 'Sin Bin' area for the required suspension time. Separate 'sin bin' areas should be identified for each team. If no designated 'sin bin' areas are provided then suspended players should remain in the area where they can be seen by the Referee and adjacent to team officials and substitutes.

A player will be informed as to the end of a period of suspension by the Referee or Match Official and invited to rejoin the game. Where barricades are used the players must use the opening onto the playing area.

## SMALL-SIDED FOOTBALL

### Temporary Timed Suspensions

A player is shown the blue card and temporarily excluded from play if they commit any of the following offences:

C1 is guilty of unsporting behaviour C2 shows dissent by word or action

C3 persistently infringes the Laws of the Game C4 delays the restart of play

C5 fails to respect the required distance when play is restarted with a corner kick, kick-in, free kick or goal clearance.

C6 enters or re-enters the playing area without the Referee's permission or infringes the substitution procedure

C7 deliberately leaves the playing area without the Referee's permission outside of a substitution For any of these offences, an indirect free kick is awarded to the opposing team, to be taken from the place where the infringement occurred. If the offence was committed within the penalty area the indirect free kick is taken from the penalty area line at the place nearest to where the infringement occurred.

### Exception to the use of 'Blue Cards' and Temporary Timed Suspensions

The only exception to the use of 'Blue Cards' and Temporary Timed Suspensions is in facilities where if a player is excluded for two minutes they are unable to take up a position which is still in the eye line of the Referee but outside the boundaries of the pitch. This might be the case in an enclosed sports hall or in a complex of caged pitches. In such circumstances safety considerations requires the Referee to employ the use of yellow cards, with all players remaining on the pitch unless excluded permanently. In this situation normal disciplinary sanctions will apply after the game as per the competition rules. If 2 yellow cards are given to an individual the player will be shown a red card and dismissed.

### Sending-Off Offences

A player is sent off and shown the red card if they commit any of the following offences:

1. S1 is guilty of serious foul play
2. S2 is guilty of violent conduct
3. S3 spits at an opponent or any other person
4. S4 denies the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball (this does not apply to a goalkeeper within their own penalty area)
5. S5 denies an obvious goal-scoring opportunity to an opponent moving towards the player's goal by an offence punishable by a free kick or a penalty kick
6. S6 uses offensive, insulting or abusive language
7. S7 receives a second blue/yellow card in the same match

If play is stopped for a player to be sent from the playing area without having committed any additional infringement of the Laws, the game is restarted by an indirect free kick, awarded to the opposing team, to be taken at the place where the infringement occurred. However, if the offence is committed in the penalty area, the indirect free kick is taken from the penalty area line at the place nearest to where the infringement occurred.

### Decisions

A player who has been sent off may not take any further part in the game nor may they sit on the substitutes' bench, where provided.



## SMALL-SIDED FOOTBALL

### LAW 13: THE PENALTY KICK

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#### The Penalty Kick

A penalty kick is awarded against a team which commits any of the offences for which a direct free kick is awarded inside its own penalty area and while the ball is in play subject to Competition Rules dictating if other players other than the defending goalkeeper may enter the penalty area.

A goal may be scored directly from a penalty kick.

Additional time is allowed for a penalty kick to be taken at the end of each half or at the end of each period of extra time.

#### Position of the Ball and the Players

The ball:

- Is placed on the penalty mark

The player taking the penalty kick:

- Is properly identified

The defending goalkeeper:

- Remains on their goal line, facing the kicker, between the goalposts, until the ball has been kicked

The players other than the kicker are located:

- Inside the pitch
- Outside the penalty area
- Behind or to the side of the penalty mark
- At least 3m from the ball

#### Procedure

- The player taking the penalty kicks the ball forward
- They may not play the ball a second time until it has touched another player
- The ball is in play when it is kicked and moves forward

When a penalty kick is taken during the normal course of play, or time has been extended at half-time or full time to allow a penalty kick to be taken or retaken, a goal is awarded if, before passing the goalposts and under the crossbar:

- The ball touches either or both of the goalposts, and/or the crossbar and/or the goalkeeper

#### Infringements/Sanctions

If any of the following situations occur:

A player of the defending team infringes this Law:

- The kick is retaken, only if a goal is not scored
- The kick is not retaken if a goal is scored

A team-mate of the player taking the kick infringes this Law of the Game:

- The kick is retaken if a goal is scored
- The kick is not retaken if a goal is not scored

The player taking the kick infringes this Law of the Game after the ball is in play:

- An indirect free kick is awarded to the opposing team, the kick to be taken from the place where the infringement occurred, unless this was in the penalty area, in which case the indirect free kick is taken from the penalty area line at the place nearest to where the infringement occurred.

### LAW 14: THE KICK-IN

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A kick-in is a method of restarting play.

A goal cannot be scored directly from a kick-in. A kick-in is awarded:

- When the whole of the ball passes over a touch line, either on the ground or in the air, or hits the ceiling
- From the place where it crossed the touch line or 2m into the playing area adjacent to where the ball left the playing area when barricades are in use
- To the opponents of the player who last touched the ball

#### Position of the Ball and the Players

The ball:

- Has to be stationary on the touch line; or 2m into the playing area from the barrier where barricades are in use
- Is kicked into play in any direction

The player taking the kick-in:

- Has part of each foot either on the touch line or on the ground outside the touch line at the moment of kicking the ball; or
- Must stand between the ball and the barricade where in use

The players of the defending team:

- Are at least 3m from the place where the kick-in is taken

#### Procedure

- The player taking the kick-in may not play the ball a second time until it has touched another player
- The ball is in play immediately after it is kicked or touched

#### Infringements/Sanctions

The kick-in is retaken by a player of the opposing team if:

- the kick-in is taken incorrectly
- the kick-in is taken from a position other than the place where the ball passed over the touch line or where indicated by the Referee where barricades are in use

An indirect free kick is awarded to the opposition if the player taking the kick-in plays the ball a second time before it has been played by another player

## SMALL-SIDED FOOTBALL

### LAW 15: THE GOAL CLEARANCE

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#### The Goal Clearance

A goal clearance is a method of restarting play.

A goal may not be scored directly from a goal clearance. The goal clearance is awarded when:

- The whole of the ball, having last touched a player of the attacking team, passes over the goal line, either on the ground or in the air, and a goal is not scored in accordance with Law 10

#### Procedure

- Opponents remain outside the penalty area
- The goalkeeper does not play the ball a second time until it has touched another player
- The ball is in play when the ball is thrown or kicked from any point within the penalty area by the goalkeeper of the defending team

#### Infringements/Sanctions

If the ball is not thrown or kicked directly beyond the penalty area:

- The goal clearance is retaken

If, after the ball is in play, the goalkeeper touches the ball, before it has touched another player:

- An indirect free kick is awarded to the opposing team from the penalty area line from the place nearest to where the infringement occurred

If, after the ball is in play, the goalkeeper picks the ball up after it has been deliberately kicked to them by a team mate:

- An indirect free kick is awarded to the opposing team, to be from the penalty area line from the place nearest to where the infringement occurred
- Competition rules may allow variations to this ruling allowing goalkeepers to receive the ball straight from a team mate.

### LAW 16: THE CORNER KICK

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#### The Corner Kick

A corner kick is a method of restarting play.

A goal may be scored directly from a corner kick, but only against the opposing team. A corner kick is awarded when:

- The whole of the ball, having last touched a player of the defending team, passes over the goal line, either on the ground or in the air, and a goal is not scored in accordance with Law 10

#### Procedure

- The ball is placed inside the corner arc at the nearest corner
- Opponents remain at least 3m from the ball until it is in play
- The ball is kicked by a player of the attacking team
- The ball is in play when it is kicked or touched
- The kicker does not play the ball a second time until it has been played by or touched another player

#### Infringements/Sanctions

An indirect free kick is taken by the opposing team if:

- The player taking the corner kick plays the ball a second time before it has been played by or touched another player. The indirect free kick is taken from the place where the infringement occurred

## SMALL-SIDED FOOTBALL

For any other infringement:

- The corner kick is retaken

Where the playing area is surrounded by barricades the corner kick is replaced by a kick-in at a point 2m inside the playing area at the corner nearest the point where the ball left the playing area.

Competition Rules may allow the ball to be returned to the defending goalkeeper once the ball has crossed the goal line.

### **Kicks From The Penalty Mark Procedure**

Taking Kicks from the Penalty Mark is a method of determining the winning team where competition rules require there to be a winning team after a match has been drawn

#### **Procedure**

- The Referee chooses the goal at which the kicks will be taken
- The Referee tosses a coin and the team whose captain wins the toss decides whether to take the first or second kick.
- The Referee keeps a record of the kicks being taken
- In principle each team takes five kicks, depending on the circumstances described hereafter
- The kicks are taken alternately
- The names of the players taking the kicks are announced to the Referee by the captains of each team before the kicks from the penalty mark are taken and must be among those included on the list of players submitted before the match. Only those players on the pitch at the completion of the game are eligible to take part in Kicks from the Penalty Mark
- Where a player(s) has been sent off by the Referee the opposing team must reduce the number of players to equalise the participants in each team prior to the Kicks from the Penalty Mark commencing
- If, before both teams have taken five kicks, one has scored more goals than the other could score, even if it were to complete its five kicks, no more kicks are taken
- If, after both teams have taken five kicks, both have scored the same number of goals, kicks continue to be taken in the same order, until one team has scored one goal more than the other from the same number of kicks
- Any player who has been sent off may not take part in the kicks from the penalty mark
- Any eligible player may change places with their goalkeeper
- Only the eligible players and Match Officials are permitted to remain on the pitch when kicks from the penalty mark are taken
- All players, except the player taking the kick and the two goalkeepers, must remain in the opposite half to that where the kicks are being taken
- If a goalkeeper is injured during the kicks from the penalty mark procedure they may be replaced by a substitute

#### **Procedures to Determine the Winner of a Match**

To determine the winner of a match, tied after fulltime the following procedures or a combination of these procedures may be used,

- Extra time
- Kicks from the penalty mark

Use of these procedures should be detailed in the competition rules

### **APPENDIX A: NOTES ON THE LAWS FOR SMALL SIDED FOOTBALL – MODIFICATIONS**

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Provided the principles of these laws are maintained, the Laws may be modified in their application for matches, including for players with disabilities as outlined below.

Any or all of the following modifications are permissible:

- Size of the playing area
- Size, weight and material of the ball
- Width between the goalposts and height of the crossbar from the ground
- The duration of the periods of play
- Substitutions
- Height of ball restrictions – If a height restriction is to be introduced the competition rules should identify the height above which an indirect free kick shall be awarded to the opposing team. If a height infringement occurs within the penalty area and is committed by the defending team an indirect free kick should be awarded on the penalty area line nearest to where the offence took place. The exception to this rule shall be when the ball rises above the designated height restriction resulting from a save or block performed by a goalkeeper. Play should continue in this circumstance. Should another player then play the ball whilst it is at a height above the designated height restriction this will result in an indirect free kick to the opposing team
- Access to penalty areas being restricted only to goalkeepers. Entry into the penalty area by a defender results in a direct free kick from the penalty mark; entry into the penalty area by an attacker results in the goalkeeper being given possession of the ball to re-start the game.
- After the goalkeeper has distributed the ball, they may only receive a pass if the ball has either touched an opponent or if the ball has been touched by at least two of the goalkeeper's team-mates.
- Goalkeepers can only distribute the ball through underarm throws. Goalkeepers are not allowed to kick the ball deliberately unless in the process of making a save.
- Competition Rules may allow the ball to be returned to the defending goalkeeper once the ball has crossed the goal line
- Players are not permitted to hold onto barriers when in place to shield the ball and should be penalised by the Referee for holding and a direct free kick awarded to the opposition.

#### **Other formats of Small Sided Football**

The Football has the ability to sanction other formats of Small Sided Football. The principles of any approval by The Association shall be based upon,

- The normal Laws of Association Football apply with exceptions
- The game should take into full account the health and safety of the players and officials

### APPENDIX B: ADVICE TO REFEREES AFFILIATED COMPETITIONS

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To ensure they are covered by their County FA Public Liability Insurance Referees should ensure that all games they officiate in are sanctioned by the appropriate authority (The Association or County FA). If in doubt contact your County FA for clarification

#### Disciplinary Process

Referees should ensure that all offences for which they have dismissed players with a single red card are reported to their County FA within 48 hours of the game being played. Likewise any disciplinary issues with team officials should be reported within the same timescales

### SECTION TWO

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#### Small-Sided Football Laws of the Game Players' Guide

1. The players equipment
2. The Referee
3. Duration of play
4. Playing the match
5. Making Substitutions and Changes
6. Fouls and free- kicks
7. Discipline Process
8. Returning the ball back into play
9. Modifications to the Laws

The Normal Laws of Association Football apply with exceptions:

- 1 **The Players' Equipment** – A player must not use equipment or wear anything that is dangerous to themselves or another player. All Jewellery must be removed. Shinguards, must be covered entirely by the socks, made of a suitable material (rubber, plastic or similar substances) and provide a reasonable degree of protection.  
Goalkeepers are permitted to wear long trousers and must wear colours, which easily distinguish them from the other players and the Referees
- 2 **The Authority of the Referee** – Each match is controlled by a Referee who has full authority to enforce the Laws of the Game in connection with the match to which they have been appointed, from the moment they enter the locality where the playing area is situated until they leave.
- 3 **The Duration of the Game** – the game shall be divided into two equal periods of over 5 and up to 25 minutes each period subject to the following:
  - Allowance shall be made in either period for time lost through stoppages as decided by the Referee
  - The duration of either period shall be extended to enable a penalty kick to be taken
  - The Half Time interval shall not exceed 5 minutes except by consent of the Referee
  - Competition rules may allow for a game to be played in its entirety without a half time interval or requirement to change ends

## SMALL-SIDED FOOTBALL

- 4 **Kick-off** – is a way of starting or restarting play: at the start of the game, after a goal has been scored, at the start of the second half of the game, and at the start of each period of extra time, where applicable. A goal may be scored directly from the kick-off. All players must be in their own half of the playing area; the opponents of the team taking the kick-off are at least 3m from the ball until it is in play. The ball must be stationary on the centre mark until the Referee gives a signal. The ball is in play when it is kicked and moves forward. The kicker may not touch the ball a second time until it has touched another player

**Drop Ball** – is a way of restarting the match after a temporary stoppage. Play restarts when the ball touches the ground.

**Ball Out of Play** – The ball is out of play when: it has wholly crossed the goal line or touchline, whether on the ground or in the air, when the Referee has stopped play, or when playing indoors, the ball hits the ceiling.

**Ball In Play** – the ball is in play at all other times including when: it rebounds from a goal post, the crossbar, or the barricades onto the pitch, or if it rebounds from the Referee when on the playing area. When a match is being played on an indoor playing area and the ball accidentally hits the ceiling, the game is restarted by an indirect free kick awarded to the opposing team to the team, which last touched the ball.

**Height of ball restrictions** – If a height restriction is to be introduced the competition rules should identify the height above which an indirect free kick shall be awarded to the opposing team. If a height infringement occurs within the penalty area and is committed by the defending team an indirect free kick should be awarded on the penalty area line nearest to where the offence took place. The exception to this rule shall be when the ball rises above the designated height restriction resulting from a save or block performed by a goalkeeper. Play should continue in this circumstance. Should another player then play the ball whilst it is at a height above the designated height restriction this will result in an indirect free kick to the opposing team.

**Offside** – There is no offside.

**Areas of Play** – All players – both attackers and defenders are permitted to play within the penalty area. Goals can be scored within the penalty area. Modified rules may determine that access to the penalty area is restricted except for the goalkeeper.

- 5 **Substitution Procedure** – The maximum number of substitutes permitted is three.

The number of substitutions made during a match is unlimited. A player who has been replaced may return to the pitch as a substitute for another player. Substitutions should take place when there is a break in play or during play if the second official is involved in refereeing the game.

**Changing Places with the Goalkeeper** – Any of the other players, or substitutes, may change places with the goalkeeper. The following conditions must be observed: the Referee must be informed before the change is made; a change may only be made during a stoppage in play, the replacement goalkeeper must wear a jersey, which distinguishes them from all other players, and the Referee.

**Viability of a match (Playing Numbers)** – For 5 or 6- a side if a team loses at any time more than 2 members of their team the match should be abandoned. For 7-a-side this number should be more than 3 members of a team. However for all formats this should only apply when players are permanently excluded or lost through injury rather than within the 'Sin Bin' for a two minute suspension.

### 6 Fouls and Misconduct – Fouls and misconduct are penalised as follows:

**A Direct Free Kick** – A direct free kick is taken from the place where the infringement occurred and can be kicked directly into the opponent's goal to score a goal. The referee keeps one arm horizontal pointing in the direction the kick has to be taken. A direct free kick is awarded to the opposing team if a player commits any of the following offences in a manner considered by the Referee to be careless, reckless or using excessive force:

- Kicks or attempts to kick an opponent
- Trips or attempts to trip an opponent
- Jumps at, pushes or charges an opponent (even with the shoulder)
- Strikes or attempts to strike an opponent
- Tackles an opponent (the key words are doing it carelessly, recklessly or with excessive force)

In addition direct free kicks will also be awarded if a player:

- Spits at an opponent,
- Slides in an attempt to play the ball when it is being played or attempted to be played by an opponent (sliding tackle).
- Handles the ball deliberately, with the exception of the goalkeeper, who is able to handle the ball in their own penalty area Holds an opponent

**A Penalty Kick** – is awarded against a team, which commits any of the offences for which a direct free kick is awarded inside its own penalty area and while the ball is in play. Additional time is allowed for a penalty kick to be taken at the end of each half or at the end of each period of extra time.

**Position of the Ball and the Players for a Penalty kick** – The ball is placed on the penalty mark; the player taking the penalty kick is properly identified. The defending goalkeeper must remain on their goal line, facing the kicker, between the goalposts, until the ball has been kicked. The players other than the kicker are located: inside the pitch, outside the penalty area, behind or to the side of the penalty mark, at least 3m from the ball. The player taking the penalty must kick the ball forward; they may not play the ball a second time until it has touched another player. The ball is in play when it is kicked and moves forward.

**Indirect Free Kick** – An indirect free kick is taken from the place where the infringement occurred, unless this was in the penalty area, in which case the indirect free kick is taken from the penalty area line at the point nearest to where the infringement occurred. An indirect free kick is awarded for the following offences;

- A Goalkeeper touches or controls the ball with their hands after it has been deliberately kicked or thrown to them by a team-mate.
- A Goalkeeper Touches or controls the ball with their hands or feet, in the penalty area, for more than four seconds.
- The ball exceeds the height of ball restrictions (optional modification).
- If in the opinion of the Referee, a player: plays in a dangerous manner, deliberately impedes the progress of an opponent when the ball is not being played, prevents the goalkeeper from releasing the ball from their hands, commits any other offence, not previously mentioned for which play is stopped to administer a temporary timed suspension or dismiss a player.

From an Indirect Free Kick a goal can be scored only if the ball subsequently touches another player before it enters the goal. For an Indirect Free Kick: the Referee indicates an indirect free kick by raising their arm above their head. They maintains their arm in that position until the kick has been taken and the ball has touched another player or goes out of play.

**Position of Free Kick** – All opponents must be at least 3m from the ball until it is in play. The ball is in play after it has been touched or played.



## SMALL-SIDED FOOTBALL

- 7 **Disciplinary Sanctions** – The use of temporary time suspensions ('Sin Bins') and the exclusion of a player arising from the issuing of a red card are the recommended disciplinary sanctions for use in small-sided football. Match Officials should employ the use of temporary timed suspensions (blue cards) in all cases traditionally regarded as cautionable offences. Yellow cards are no longer to be used in small-sided football unless the use of temporary timed suspensions is impractical due to the nature of the venue i.e. Referees cannot supervise players who have been dismissed. In these cases yellow cards may continue to be used.

The options for a Match Official imposing disciplinary sanctions are therefore;

- Player shown a blue card is temporarily suspended from play
- Player issued with a discretionary second blue card and temporarily suspended from play
- Player issued with a red card and permanently excluded from play

A blue card offence should always be accompanied by a temporary suspension from play of two minutes in duration. The release of players from a temporary suspension should be at the direction of the Referee or a Match Official if one is available.

**Temporary Timed Suspensions** – A player is shown the blue card and temporarily excluded from play if they commit any of the following offences: is guilty of unsporting behaviour, shows dissent by word or action, persistently infringes the Laws of the Game, delays the restart of play, fails to respect the required distance when play is restarted with a corner kick, kick-in, free kick or goal clearance. Enters or re-enters the pitch without the Referee's permission or infringes the substitution procedure, deliberately leaves the pitch without the Referee's permission.

For any of these offences, an indirect free kick is awarded to the opposing team, to be taken from the place where the infringement occurred. If the offence was committed within the penalty area the indirect free kick is taken from the penalty area line at the place nearest to where the infringement occurred.

**Sending-Off Offences** – A player is sent off and shown the red card if they commit any of the following offences: is guilty of serious foul play, is guilty of violent conduct, spits at an opponent or any other person, denies the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball (this does not apply to a goalkeeper within their own penalty area). Denies an obvious goal-scoring opportunity to an opponent moving towards the player's goal by an offence punishable by a free kick or a penalty kick. Uses offensive, insulting or abusive language. Or if a player receives a second/third blue card in the same match.

**Decisions** – A player who has been sent off may not take any further part in the match nor may they sit on the substitutes' bench, where provided.

- 8 **The Kick-In** – is a method of restarting play. A goal cannot be scored directly from a kick-in. A kick-in is awarded if; the whole of the ball passes over a touch line, either on the ground or in the air, or hits the ceiling. A Kick-in is taken from the place where it crossed the touchline or 2m into the playing area adjacent to where the ball left the playing area when barricades are in use. The kick is awarded to the opponents of the player who last touched the ball.

The player taking the kick-in may not play the ball a second time until it has touched another player. The ball is in play immediately after it is kicked or touched. The players of the defending team must be at least 3m from the place where the kick-in is taken. The feet of the player taking the kick-in must not cross the line.

**The Corner Kick** – a goal may be scored directly from a corner kick.

### 9 Modifications to the Laws –

- Any or all of the following modifications are permissible:
- Size of the field of play
- Size, weight and material of the ball
- Width between the goalposts and height of the crossbar from the ground
- The duration of the periods of play
- Substitutions
- Height of ball restrictions
- Access to penalty areas being restricted only to goalkeepers.
- Goalkeeper unable to receive 'pass backs' unless the ball has been touched by an opponent or been touched by at least two of his team-mates.
- Goalkeepers can only distribute the ball through underarm throws.
- Goalkeeper restarts if the ball crosses goal line
- Players are not permitted to hold onto barriers when in place to shield the ball

Modifications to the laws should be detailed in the competition regulations

# FLEXIBLE FOOTBALL REGULATIONS

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The Association has introduced “Flexible Football” as a new format to provide players with an additional way to participate in 11 a side football. The objective is to provide a more flexible framework within which 11 a side competition can be organised that is entirely separate to the normal football pyramid.

## GENERAL PRINCIPLE

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The IFAB Laws of the Game and the Rules and Regulations of The Association shall apply at all times, save for where indicated below.

## COMPETITION ORGANISER AND TEAM INFORMATION

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1. Competition organisers must affiliate the league and its teams with the relevant County Football Association.
2. Each competition should last no longer than 20 weeks of fixtures in total.
3. Flexible Football is for male only or female only competitions. For a temporary period to be determined by the Sanctions and Registrations Committee of The Association, mixed gender open age football competitions may also be permitted as a pilot project, subject to the prior approval of the Sanctions and Registrations Committee.
4. Competitions can run concurrently throughout the year.
5. There is no link between Flexible Football and the National League System and Women’s Pyramid in relation to promotion and relegation.
6. The competition organiser is responsible for devising the competition format, dealing with any issues regarding scheduling and communicating the features of the competition to the teams prior to commencement.

## PLAYER INFORMATION

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7. All players must be at least 16 years of age and must be registered in order to play.
8. Players register by completing a registration form which shall be provided by the competition organiser. A player may cancel their registration with a team at any time by giving written notice to the competition organiser. Players may register with a new team provided all financial liabilities to the previous team have been discharged.
9. There is no limit on how many players can be registered for each team, but a player may not be registered for more than one team at the same time, in any competition.
10. A squad of no more than 15 players per team is permitted for each game.
11. A team shall require a minimum of seven players to participate in a match.
12. If a team has less than seven players at any time the match will be abandoned.
13. A team sheet setting out the name of each member of the squad must be provided to the competition organiser before each game.
14. Shin pads are mandatory for all players, including goalkeepers.
15. Players must wear appropriate footwear. This is at the discretion of the Referee and as permitted by the venue.
16. A team found to have played an ineligible or suspended Player in a match shall have any points gained from that match deducted. If the opposing team did not win the match, it will be awarded the points for a victory.
17. No refunds of match fees or other charges will be provided to players or teams, as a result of contravention of the competition rules.

### MATCH INFORMATION

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18. The duration of a match is at the discretion of the competition organiser. Each match in an individual competition must be played for two halves of the same duration. The half time interval shall be a minimum of five and no longer than 10 minutes.
19. Unlimited repeat substitutions are permitted.

### DISCIPLINARY

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20. Competition organisers and the Referee administer the disciplinary system for the competition, save for where indicated below.
21. In the event a player receives a yellow card during a match that player will be subject to a “Temporary Time Suspension”. A Temporary Time Suspension will result in the player being excluded from play for a period six minutes, or until the conclusion of the match (whichever is earlier).
22. The release of players from a Temporary Time Suspension shall be at the direction of the Referee.
23. The options for Referees when imposing disciplinary sanctions are therefore;
  - Player shown a yellow card and temporarily suspended from play for six minutes.
  - Player issued with a second yellow card, followed by a red card and excluded from play.
  - Player issued with a red card and excluded from play.

For the avoidance of doubt, a first yellow card offence should always be accompanied by a Temporary Time Suspension.

24. Temporary Time Suspensions – Procedure
  - A player will be shown a yellow card by the Referee and informed that he/she shall be suspended from play for six minutes.
  - The player is obliged to leave the playing area and remain in the area where they can be seen by the Referee and adjacent to his or her own team officials and substitutes.
  - A player will be informed as to the end of a period of suspension by the Referee and invited to re-join the game.
  - A player shall re-join the game from the half-way line.
25. Temporary Time Suspensions – Offences

A player is shown a yellow card and made subject to a Temporary Time Suspension if he commits any of the following offences:

  - C1 is guilty of unsporting behaviour.
  - C2 shows dissent by word or action.
  - C3 persistently infringes the Laws of the Game.
  - C4 delays the restart of play.
  - C5 fails to respect the required distance when play is restarted with a corner kick, free kick or goal clearance.
  - C6 enters or re-enters the playing area without the Referee's permission or infringes the substitution procedure.
  - C7 deliberately leaves the playing area without the Referee's permission outside of a substitution.

For any of these offences, an indirect free kick is awarded to the opposing team, to be taken from the place where the infringement occurred.

## FLEXIBLE FOOTBALL

26. Where a red card has been issued a copy of the Disciplinary Report should also be sent to the County Football Association within 48 hours of the end of the match. Suspensions arising from “Standard Red Card Offences” imposed by the County Football Association are only applicable within the competition and not to other formats of Association Football. The suspension is to commence 14 days from the date the player was dismissed.
27. Suspensions arising from ‘Serious Misconduct Red Card Offences’ imposed by the County Football Association are applicable to all formats of Association Football.

### Management of Cautions, Standard Dismissals and Serious Misconduct Offences in Flexible Football

The table below summarises the management of the disciplinary process in Flexible Football.

Sanction	Offences	Responsibility for administering	Tariffs
Caution (Yellow card)	As per the normal Laws of Association	Referee	Temporary Time Suspension
Dismissal – Standard Red Card Offences	A second yellow card offence. Denying an obvious goal scoring opportunity. Use of offensive, insulting or abusive language/gesture (including at the referee). Serious foul play.	County Football Association	As determined by the relevant FA Disciplinary Process
Dismissals – Serious Misconduct Offences to be managed by the County Football Association *	Violent conduct or behaviour causing injury, including any form of assault. Spitting. Any offences where the offender has also acted in a discriminatory manner for reasons of ethnic origin, colour, race, religion, sex, sexual orientation, disability. Any other offence not covered above including offences committed after the match or after being dismissed.	County Football Association	As determined by the relevant FA Disciplinary Process.
*In addition to imposing the relevant standard penalty, the County Football Association retains the discretion to take additional disciplinary action, depending upon the seriousness of the offence.			

# MEDICAL REGULATIONS

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## PREAMBLE

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The safety of Players (and, where applicable, others) is of paramount importance. These Medical Regulations, made in accordance with Rule J, set out in the medical requirements imposed on Clubs that participate in the following leagues:

- (i) the Premier League;
- (ii) the EFL;
- (iii) leagues at Steps 1-6 of the National League System;
- (iv) The FA Women's Super League;
- (v) The FA Women's Championship; and
- (vi) The FA Women's National League.

These Medical Regulations are binding on all such Clubs.

Nothing in these Medical Regulations:

- replaces, reduces or affects in any way the obligations imposed on Clubs or any other Persons by law in the fields of medicine, occupational health and/or health (or any other area); or
- prevents any Club from arranging for medical provision that exceeds any minimum medical requirements prescribed by these Medical Regulations.

Capitalised terms in these Medical Regulations are defined in Rule A, save that "FA Competition" means (as the context requires) (i) The FA Cup, (ii) The FA Community Shield, (iii) The FA Trophy, (iv) The FA Vase, (v) Women's FA Cup, (vi) The FA Women's League Cup, (vii) The FA Youth Cup, and (viii) such other Competitions organised by The Association as The Association may specify from time to time.

While not forming part of these Medical Regulations, from time to time The Association issues guidance in respect of medical matters, which is published on The Association's website and distributed to Participants as appropriate. This guidance includes The FA Concussion Guidelines, which are available at <http://www.thefa.com/learning/coaching/the-fas-concussion-guidelines>.

## MEDICAL REGULATIONS

### A. COMPETITION RULES AND REGULATIONS APPLICABLE TO CLUBS

The table below sets out the various medical rules and regulations that apply to Clubs. These rules and regulations should be referred to directly in order to establish their full force and effect.

Competition / Organiser	Applicable Medical Rules / Regulations
UEFA	For Clubs participating in UEFA competitions, UEFA's Medical Regulations will apply.
Premier League	See Premier League Rules. Section O: Medical. For Academies, see Rules 208-219 of the Professional Game Youth Development Rules (Sports Science and Medicine).
EFL	See (i) EFL Regulations, Regulation 35: Medical Provisions, and (ii) Regulation 58: Medical insurance and Medical Records. Reference should also be made to any medical regulations contained in the regulations applicable to Competitions organised by the EFL, i.e. the Carabao Cup and Checkatrade Trophy. For Academies, see Rules 208-219 of the Professional Game Youth Development Rules (Sports Science and Medicine).
Leagues in the National League System (Steps 1-6)	See relevant league rules.
The FA Women's Super League	See (i) Rule 11.3 Potentially Concussive Head Injuries (ii) Rule 14 and (iii) any licensing requirements imposed on a Club by The Association from time to time.
The FA Women's Championship	See (i) Rule 11.3 Potentially Concussive Head Injuries (ii) Rule 14 and (iii) any licensing requirements imposed on a Club by The Association from time to time.
The FA Women's National League	See relevant league rules.

### B. MEDICAL REGULATIONS

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1. Clubs must adhere to the medical rules and regulations set out in section A, where applicable to them.
2. Save where the rules of the FA Competition state expressly to the contrary, when participating in Matches in an FA Competition, Clubs must comply with the minimum medical standards that apply to the Club's league Matches (subject to making any necessary allowances in order to reflect the different context). For the avoidance of doubt, this means that the home Club must comply with any minimum medical standards that apply to its home league Matches, and the away Club must comply with any minimum medical standards that apply to its away league Matches, i.e., where specific provisions apply to the away Club.

*Explanatory note: For example, where a Club participating at Step 1 of the National League System ("NLS Club") meets a Premier League Club in the third round (proper) of The FA Cup:*

  - *If the NLS Club is the home Club, then it must treat the Match as if it were a home league match (adhering to any medical rules or regulations as may be prescribed by its league), and the Premier League Club must treat the Match as if it were an away (Premier League) league match (as prescribed by the Premier League Rules).*
  - *If the Premier League Club is the home Club, then it must treat the Match as if it were a home (Premier League) league match (as prescribed by the Premier League Rules), and the NLS Club must treat the Match as if it were an away league match (adhering to any medical rules or regulations as may be prescribed by its league).*
3. The home and away Clubs participating in Matches in FA Competitions must liaise with each other in advance of their Match to ensure that each is clear and satisfied as to the medical provision that will be available at the Match.
4. When participating in any competition that is not (i) specified at section A above, or (ii) an FA Competition, or (iii) sanctioned by The Association and/or an Affiliated Association (e.g., pre-season friendly tournaments held abroad), Clubs must comply with any minimum medical standards (or similar) applicable to that competition as determined by the relevant competition organiser. In absence of any such minimum medical standards (or similar), the Clubs must comply with the minimum medical standards that apply to their relevant league Matches.
5. Any breach of these Medical Regulations will be Misconduct in accordance with Rule E1(b). Any charge for Misconduct will be dealt with in accordance with the Rules and will be determined by a Regulatory Commission of The Association.



# GOALPOST SAFETY GUIDELINES

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## Updated June 2018

The Football Association, along with the Department for Culture, Media and Sport, the Health and Safety Executive and the British Standards Institution, would like to draw your attention to the following guidelines for the safe use of goalposts.

Several serious injuries and fatalities have occurred in recent years as a result of unsafe or incorrect use of goalposts. Safety is always of paramount importance and everyone in football must play their part to prevent similar incidents occurring in the future:

To minimise the risk of poorly designed, badly installed or inadequately maintained goals being used the BSI have a standard for football goals, nets, maintenance and management which has been agreed across Europe. Only goals and nets that are certified as complying with the relevant British Standard should be purchased or used for all forms of football.

Traditionally larger sized/weighted goals have been designed to withstand the types of misuse that can occur on unsupervised sites (people swinging on the cross bar, etc.); making the goals strong enough to withstand abuse does result in them being quite heavy and concerns have been expressed that there is the possibility of a greater risk of injury occurring through a heavy goal tipping or when a free-standing type, as often used on 3G pitches, is being moved around a field. Lighter goals have been developed for these pitches and a new standard established. BS EN 16579

When selecting goals and other sports equipment, consideration must be given to the precise uses of the pitch, so that changes in activity can take place with the minimum of effort and inconvenience. Goals can be freestanding, and therefore easily moved, although it is important to make proper provision for their storage when not in use (the run-offs of the pitch must not be used for this purpose) or they can be socketed when semi-permanent installation is required.

1. For safety reasons goalposts of any size (including those which are portable and not installed permanently at a pitch or practice field) must always be anchored securely to the ground or have a weighted back bar.
  - Portable goalposts must be secured as per the manufacturer's instructions; this is also a requirement for the Laws of the Game.
  - Under no circumstances should children or adults be allowed to climb on, swing or play with the structure of the goalposts;
  - Particular attention is drawn to the fact that if not properly assembled and secured, portable goalposts may overturn; and
  - Regular inspections of goalposts must be carried out to check that they are properly maintained.
2. Portable goalposts should not be left in place after use. They should either be dismantled or removed to a place of secure storage, or placed together and suitable fixings applied to prevent unauthorised use at any time.
3. Goalposts which are "homemade" or which have been altered from their original size or construction should not be used under any circumstances as they potentially pose a serious safety risk
4. There is no BS/CEN standard for wooden goals and it is unlikely that wooden goals will pass a load or stability test. The FA recommends that wooden goals should be replaced with British Standard compliant metal, aluminium or plastic goalposts. All wooden goals previously tested by independent consultants have failed strength and stability tests.

The FA and BSI, recognise the previous industry, standards for goalposts – BSEN 748 (2013) BS 8461:2005 +A1: 2009 and BS 8462: 2005 +A2: 2012 along with the new BS EN standard 16579. It is strongly recommended that you ensure that all goals purchased comply with the relevant standard. A Code of Practice BS 8461 is also available and copies of all of these standards are available from the BSI. Funding for the replacement of unsafe goals is available via the Football Foundation and eligibility criteria and further details can be obtained from their website.

**REMEMBER TO USE GOALPOSTS SAFELY AT ALL TIMES**

# GOALPOST AND PITCH SIZES

The FA receives many enquiries around pitch and goal sizes suitable for all age groups and therefore recommends the following should be applied where possible:-

Age grouping	Type	Recommended size of Goal Posts		Maximum Recommendation without runoff		Recommended size including runoff (Safety area around pitch)	
		(Height x width) ft		(Length x width) yds		(Length x width) yds	
Mini-Soccer U7/U8	5 v 5	6	12	40	30	46	36
Mini Soccer U9/U10	7 v 7	6	12	60	40	66	46
Youth U11/U12	9 v 9	7	16	80	50	86	56
Youth U13/U14	11 v 11	7*	21*	90	55	96	61
Youth U15/U16	11 v 11	8	24	100	60	106	66
Youth U17/U18	11 v 11	8	24	110	70	116	76
Over 18 Senior Ages	11 v 11	8	24	110	70	116	76

**Note:** County FAs and Leagues may have defined rules for their own competitions and reference should always be made to their handbooks for additional guidance and compliance.

The FA recommends that run-off's for natural grass pitches should be a minimum of 3 yards (or 3 metres) all around the pitch. For those clubs playing in the football pyramid the minimum safety run off is 1.83 metres (6 feet) but ideally at least 2 metres. If a new ground is to be constructed at least 3m should be provided.

The run-off must be of natural grass and must not be of tarmac or concrete construction, with no barriers or obstructions evident within the run-off area. If Football Turf (3G) is to be used as a run-off, this should be constructed to meet the performance standards of full size pitches and be green in colour.

Where pitches neighbour others within a confined area, the minimum run-off between both pitches should ideally be 6 yards to allow for spectators watching either match.

The Laws of the Game may be modified in their application for matches for players of under 16 years of age, for women footballers, for veteran footballers (over 35 years) and for players with disabilities.

Any or all of the following modifications are permissible:-

- the size of the field of play
- the size, weight and material of the ball
- the width between the goalposts and the height of the crossbar from the ground
- the duration of the periods of play
- substitutions

\*If a pitch is to be provided for U13/14 it is recommended that 7 x 21 goalposts are provided. However, it should be noted that 8 x 24 would also be acceptable as not all sites will be able to provide specifically for this age group

## GOALPOST AND PITCH SIZES

### LINE MARKING

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#### Multi-line Marking on Single Pitches

FIFA rules stipulate (Law 1 The field of play) that where 3G Football Turf pitches are being used 11v11 adult pitch should be marked in white. Other lines are permitted provided that they are of a different colour and clearly distinguishable. The lines must be of the same width which must not be more than (12cm) 5 inches. The FA have produced guidance documents for natural and football turf pitches that include recommended colours and how pitch dimensions and layouts can be implemented. These documents are available on The FA website.

As a quick guide the following colours are recommended when marking pitches:

- Red** Mini Soccer U7 & U8 (5v5)
- Yellow** Mini Soccer U9 & U10 (7v7)
- Blue** U11 & U12 (9v9)
- White** other age groups & adult (11v11)

### THIRD GENERATION (3G) FOOTBALL TURF PITCHES

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There continues to be significant interest in the use of Third Generation Football Turf Pitches (3G) for clubs in the National League System and below.

Much of this interest, both from leagues and clubs within the non-League pyramid, seeks to understand The FA's position regarding the sanction of these pitches, particularly in FA Competitions.

The FA Board and Council have now approved the use of such pitches in all FA competitions.

- FA Cup
- FA Trophy
- FA Vase
- FA Youth Cup
- FA Women's Super League, FA Women's Premier League, FA Women's Cup and FA WSL Continental Cup
- FA Sunday Cup
- FA County Youth Cup

## GOALPOST AND PITCH SIZES

The use of such pitches is however dependent on compliance with conditions of use – a copy of these is available for download and should be read in association with these notes.

It has been agreed that matches for steps 3 – 6 of the National League System, Womens Super League and FA competitions may be played on 3G Football Turf Pitches that conform to the FIFA 1 star/Quality performance standard, or the equivalent International Artificial Turf Standard (IATS)/ International match standard (IMS). (see specific notes in the league rules relating to steps 1 and 2 and the FA Cup competition rules relating to first round 'proper' fixtures involving professional clubs)

To qualify for use, the pitch must be certified annually as meeting the FIFA 1 Star/Quality or IATS/IMS Standard and listed on the FA's Register of 3G Football Turf pitches. The relevant certificate or report must be supplied to The FA and relevant competition for approval before play is allowed.

3G Football Turf pitches are also allowed to be used for matches for Step 7 and below (including youth competitions) subject to the pitch meeting the correct performance criteria (relaxed from the FIFA 1 star /Quality standard) and appearing on the FA 3G register. A pitch must be tested (by an accredited test institute) every three years and the certificate or report passed to the FA. The FA will give a decision on the suitability for use and add the pitch to the Register.

Clubs should make their own risk assessment of whether such an installation is plausible or not given their individual circumstances and depending on the volume of use. There is a risk that pitches may deteriorate over time and may not achieve the required standards at each period of retesting especially if the pitch has significant use and is not maintained appropriately.

It is suggested that clubs negotiate suitable longevity warranties from the pitch manufacturers to ensure that the pitch will last in line with the club's business plan and intended usage levels. A sinking fund should be established to ensure sufficient funds are available when the surface needs replacing.

Clubs are encouraged to understand the full maintenance required, which may be necessary to validate any warranty. The FA have found that most pitches that fail the performance test have insufficient maintenance. These pitches are not maintenance free and it is recommended that 1 hours maintenance is provided for every 10 hours use. This should increase for high activity use such as youth competitions or school use.

The FA together with representatives from the industry have prepared information regarding the design, installation, construction, maintenance and testing of Football Turf Pitches and The FA Facilities team can also offer advice to clubs considering installation. This information can be accessed within the facilities section of The FA's website [www.TheFA.com](http://www.TheFA.com).

# ARTIFICIAL GRASS

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## THIRD GENERATION (3G) FOOTBALL TURF PITCHES

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# LINE MARKING OF PITCHES

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Various practices have been used in the past for the application of white, or other coloured, lines to football pitches. The objectives of such practices has been to both reduce labour and materials costs whilst endeavouring to keep the lines visible for a greater length of time. Some of these practices have lead to injury and subsequent court action being taken against managers and clubs. You are therefore advised to study the following notes carefully.

## A. LEGISLATION

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The main governing factors for marking out white lines are the same as that for other routine tasks in the workplace.

### 1. Duty of Care

Under the Health & Safety at Work Act 1974 every employer has a duty of care to ensure the workplace is safe for their employees, contractors, visitors, players, and spectators.

### 2. The Control of Substances Hazardous to Health Regulations 2002 (COSHH)

Regulations to prevent ill health from exposure to any hazardous substances present in the workplace.

### 3. Risk Assessment

You are required to carry out assessments on all tasks carried out in the workplace in relation to the nature of hazard, worst outcome, person(s) at risk, current precautions, estimated risk and further precautions.

If a risk assessment is correctly carried out this will ensure an appropriate line marking material is applied, ensuring best practice and, above all, safety of the groundsperson and players.

It is the duty of all Managers to ensure that all the regulations are adhered to as they are ultimately responsible in the eyes of the law. If line marking is carried out by contractors then a specification should be drawn up to include all the safeguards outlined in these guidance notes. This might also extend to include specifying a particular product however, the contractor should also provide a written risk assessment on the day of the line marking activity.

## B. SUITABLE LINE MARKING COMPOUNDS

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### 1. Permanent paints

Based on pigmented viscous liquid. These “paints” can be applied either in a diluted form or neat.

### 2. Powders

There are various non-toxic whiting powders available which are based on ground natural calcium carbonate and can be used wet or dry. They are safe to use provided COSHH regulations are adhered to. Under COSHH the user would eliminate the risk as much as possible, although in practice this might require the user to wear gloves and eye protection and to wash off any contact with the skin as a precautionary measure. Most powders are supplied in a fine form.

Only materials approved for use as a line marking material on a grass surfaces can be used on football pitches. An example of an illegal material is hydrated Lime (Calcium hydroxide). This should never be used for line marking. It is toxic and can give rise to chemical skin burns and irritations. It can cause serious damage to the eyes and skin on contact in both its dry or wet form. Its use is not approved or recommended under any circumstances.

## LINE MARKING OF PITCHES

### C. USE OF HERBICIDES TO REINFORCE LINE MARKINGS

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Until The Food and Environment Protection Act, 1985 (FEPA) was introduced many groundsmen and club members used various herbicides mixed in with whitening compounds to keep the lines in longer and more visible during the winter playing season.

It is, however, only permissible to use a herbicide which is approved for use on sports turf, and this is likely to be a total herbicide. COSHH and a suitable Risk Assessment must be carried out prior to any application. A further legal consideration is that the user must have successfully obtained his/her Certificate of Competence in the Safe Use of Pesticides (PA1, PA2A or PA6A).

Any herbicide product for line marking must be used within the conditions of approval granted under The Control of Pesticide Regulations, 1986 (COPR), and subsequent amendments, and as outlined on the product label. There should be no risk to players by contact or transfer of the active herbicide to any part of the body. A Risk Assessment must always be carried out prior to any use of these materials to a grass surface.

The addition of herbicides to whitening materials is not a recommended practice however, there may be approved products available which might be considered in some circumstances.

Play safe – use only safe and approved materials. Do not use old materials as they may no longer be approved for use.

### D. MACHINES AVAILABLE TO MARK LINES

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Marking machines fall into the following categories.

**1. Dry Line Markers**

As the name implies, these are for applying dry powder compounds.

**2. Pressure Pump Markers**

A wheel driven pump forces marking fluid through a jet or spout directly onto the turf surface.

**3. Electric Pump Markers**

These are battery driven to constantly maintain the required pressure and direct the liquid onto the turf surface.

**4. Belt Feed Markers**

These have a moving belt system which conveys a continual supply of liquid onto the turf surface by contact

**5. Wheel Transfer Markers**

These convey the liquid via rotating wheel onto a tray and then via a sponge wheel directly onto the turf surface.

All of the above markers are obtainable from most sports ground suppliers. Before purchasing any marker have a demonstration first, and ensure you get the right marker for your requirements.

### E. USEFUL CONTACTS & INFORMATION

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**The Control of Substances Hazardous to Health Regulations 2002:**

<http://www.legislation.gov.uk/ukxi/2002/2677/contents/made>

**Health and Safety at Work etc. Act 1974:**

<http://www.legislation.gov.uk/ukpga/1974/37/contents>

**Food and Environment Protection Act 1985:**

<http://www.legislation.gov.uk/ukpga/1985/48>

**The Control of Pesticides (Amendment) Regulations 1997:**

<http://www.legislation.gov.uk/ukxi/1997/188/contents/made>

**Guidance for those affected by the Plant Protection Products (Sustainable Use) Regulations 2012:**

[http://www.pesticides.gov.uk/guidance/industries/pesticides/topics/using-pesticides/codes-of-practice/Guidance\\_Sustainable\\_Use\\_PPP\\_Regs\\_2012.htm](http://www.pesticides.gov.uk/guidance/industries/pesticides/topics/using-pesticides/codes-of-practice/Guidance_Sustainable_Use_PPP_Regs_2012.htm)

**Code of Practice for Using Plant Protection Products available from**

<http://www.pesticides.gov.uk/guidance/industries/pesticides/topics/using-pesticides/codes-of-practice/code-of-practice-for-using-plant-protection-products>

**Institute of Groundsmanship (Training Courses):**

Tel: 01908 312511 [www.iog.org](http://www.iog.org)

**Health & Safety Executive website:**

<http://www.hse.gov.uk/>

**The Amenity Forum website:**

<http://www.amenityforum.co.uk>

**Suppliers of products:**

<http://www.iog.org/directory-and-shop/industry-directory/companies>

### F. IMPORTANT NOTE

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These notes are, intended solely to provide helpful guidance for club managers and groundsmen.

The information may vary or change from time to time, as a result of directives issued by governing bodies or government departments.

#### LINE MARKING

##### *Multi-line Marking on Single Pitches*

FIFA rules stipulate (Law 1 The field of play) that where 3G Football Turf pitches are being used 11v11 adult pitch should be marked in white. Other lines are permitted provided that they are of a different colour and clearly distinguishable. The lines must be of the same width which must not be more than (12cm) 5 inches. The FA have produced guidance documents for natural and football turf pitches that include recommended colours and how pitch dimensions and layouts can be implemented. These documents are available on The FA website.

As a quick guide the following colours are recommended when marking pitches:

**Red** Mini Soccer U7 & U8 (5v5)

**Yellow** Mini Soccer U9 & U10 (7v7)

**Blue** U11 & U12 (9v9)

**White** other age groups & adult (11v11)



# RESPECT

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Respect is The FA's response to a clear message from throughout the game, that the health of football depends upon high standards of behaviour on and off the pitch.

- Respect is a behavioural code for Football
- Respect is about recognising that the integrity of the game is more important than the result of the match
- Respect is For ALL and plays a key part in uniting the game
- Respect is about creating an understanding of what is acceptable and unacceptable behaviour in Football
- Respect is about those involved taking responsibility for the consequences of their own actions
- Respect is about supporting match officials to do their job.
- Respect is not a slogan. It is a collective responsibility of those involved in football to create a safe, fun and inclusive environment in which the game can take place.

The following Respect Codes of Conduct outline the types of behaviour that will support a safe, fun and inclusive game in this country. They also identify a range of sanctions which may be taken if these codes are not abided by.

## YOUNG PLAYERS – RESPECT CODE OF CONDUCT

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When playing football, I will:

- Always play to the best of my ability and for the benefit of my team
- Play fairly – I won't cheat, dive, complain or waste time.
- Respect my team-mates, the other team, the referee or my coach/team manager.
- Play by the rules, as directed by the referee
- Be gracious in victory and defeat – I will shake hands with the other team and referee at the end of the game
- Listen and respond to what my coach/team manager tells me
- Understand that a coach/team manager has to do what is best for the team and not one individual player
- Talk to someone I trust or the club welfare officer if I'm unhappy about anything at my club.

I understand that if I do not follow the Code, any/all of the following actions may be taken by my club, County FA or The FA:

I may:

- Be required to apologise to my team-mates, the other team, referee or team manager
- Receive a formal warning from the coach/team manager or the club committee
- Be dropped or substituted
- Be suspended from training

In addition:

- My club, County FA or The FA may make my parent or carer aware of any infringements of the Code of Conduct
- The FA/County FA could impose a fine and suspension against my club

### **SPECTATORS – RESPECT CODE OF CONDUCT**

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We all bear a collective responsibility to set a good example and help provide a positive environment in which children can learn and enjoy the game.

Play your part and observe The FA's Respect Code of Conduct for spectators at all times I will:

- Remember that children play for FUN.
- Applaud effort and good play as well as success.
- Respect the Referee's decisions even when you don't agree with them
- Appreciate good play from whatever team it comes from
- Remain behind the touchline and within the Designated Spectators' Area (where provided)
- Let the coach do their job and not confuse the players by telling them what to do
- Encourage the players to respect the opposition, referee and match officials
- Support positively. When players make a mistake offer them encouragement not criticism
- Never engage in, or tolerate, offensive, insulting, or abusive language or behaviour

I understand that if I do not follow the Code, any/all of the following actions may be taken by my club, County FA or The FA:

I may be:

- Issued with a verbal warning from a club or league official
- Required to meet with the club, league or CFA Welfare Officer
- Required to meet with the club committee
- Obligated to undertake an FA education course
- Obligated to leave the match venue by the club
- Requested by the club not to attend future games
- Suspended or have my club membership removed

In addition:

- The FA/County FA could impose a fine and/or suspension on the club

## RESPECT

### COACHES, TEAM MANAGERS AND CLUB OFFICIALS – RESPECT CODE OF CONDUCT

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We all bear a collective responsibility to set a good example and help provide a positive environment in which children can learn and enjoy the game. Play your part and observe The FA's Respect Code of Conduct at all times.

On and off the field, I will:

- Use my position to set a positive example for the young people I am responsible for
- Show respect to others involved in the game including match officials, opposition players, coaches, managers, officials and spectators
- Adhere to the laws and spirit of the game
- Promote Fair Play and high standards of behaviour
- Respect the match official's decision
- Never enter the field of play without the referee's permission
- Never engage in, or tolerate, offensive, insulting or abusive language or behaviour
- Be gracious in victory and defeat

When working with players, I will:

- Place the well-being, safety and enjoyment of each player above everything, including winning
- Never engage in or tolerate any form of bullying
- Encourage each player to accept responsibility for their own behaviour and performance
- Ensure all activities I organise are appropriate for the players' ability level, age and maturity
- Co-operate fully with others in football (e.g. officials, doctors, physiotherapists, welfare officers) for each player's best interests

I understand that if I do not follow the Code, any/all of the following actions may be taken by my club, County FA or The FA:

I may be:

- Required to meet with the club, league or County Welfare Officer
- Suspended by the club from attending matches
- Suspended or fined by the County FA
- Required to leave or be sacked by the club

In addition:

- My FA Coaching Licence may be withdrawn

## MATCH OFFICIALS

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We all have a responsibility to promote high standards of behaviour in the game.

The behaviour of the match officials has an impact, directly and indirectly, on the conduct of everyone involved in the game – both on the pitch and on the sidelines.

Play your part and observe The FA's Respect Code of Conduct of match officials at all time.

I will:

- Be honest and completely impartial at all times
- Apply the Laws of the Game and competition rules fairly and consistently
- Manage the game in a positive, calm and confident manner
- Deal with all instances of violence, aggression, unsporting behaviour, foul play and other misconduct
- Never tolerate offensive, insulting or abusive language or behaviour from players and officials
- Support my match official colleagues at all times
- Set a positive personal example by promoting good behaviour and showing respect to everyone involved in the game
- Communicate with the players and encourage fair play
- Respond in a clear, calm and confident manner to any appropriate request for clarification by the team captains
- Prepare physically and mentally for every match
- Complete and submit, accurate and concise reports within the time limit required for games in which I officiate.

I understand that if I do not follow the Code, any/all of the following actions may be taken by my County FA or The FA:

I may be:

- Required to meet with The FA/County FA Refereeing Official
- Required to meet with The FA/County FA Referees Committee

# RESPECT

## ADULT PLAYERS

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We all have a responsibility to promote high standards of behaviour in the game. Play your part and observe The FA's Respect Code of Conduct for players at all times. On and off the field, I will:

- Adhere to the Laws of The Game
- Display and promote high standards of behaviour
- Promote Fair Play
- Always respect the match official's decisions
- Never engage in public criticism of the match officials
- Never engage in offensive, insulting or abusive language or behaviour
- Never engage in bullying, intimidation or harassment
- Speak to my team-mates, the opposition and my coach/manager with respect.
- Remember we all make mistakes.
- Win or lose with dignity. Shake hands with the opposing team and the referee at the end of every game.

I understand that if I do not follow the Code, any/all of the following actions may be taken by my club, County FA or The FA:

I may:

- Be required to apologise to team-mates, the other team, referee or team manager
- Receive a warning from the coach
- Receive a written warning from the club committee
- Be required to attend an FA education course
- Be dropped or substituted
- Be suspended from training
- Not be selected for the team
- Be required to serve a suspension
- Be fined
- Be required to leave the club

In addition:

- The FA/County FA could impose a fine and/or suspension on the club

# DIRECTORY OF COUNTY AND AFFILIATED ASSOCIATIONS

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WOMEN'S FOOTBALL CONFERENCE	Katie Brazier, The FA, Wembley Stadium, PO Box 1966, London SW1P 9EQ.
WORCESTERSHIRE	Nichola Trigg, Craftsman House, De Salis Drive, Hampton Lovett Industrial Estate, Droitwich, Worcestershire WR9 0QE. Nichola.Trigg@worcestershirefa.com
<p>Note: County Associations' website addresses are in the <a href="http://www.LondonFA.com">www.LondonFA.com</a> format. Email addresses are in the <a href="mailto:Info@LondonFA.com">Info@LondonFA.com</a> format.</p>	

# CLUBS IN FULL AND ASSOCIATE MEMBERSHIP

## CLUBS IN FULL MEMBERSHIP

Number on left indicates Division.

Club Playing Name	Entity Name	Company No.	
2	Accrington Stanley	Accrington Stanley Football Club Limited	1287721
7	AFC Sudbury	AFC Sudbury Limited	500191
10	AFC Wimbledon	AFC Wimbledon Limited	4458490
9	Aldershot Town	Aldershot Town Football Club Limited	8362929
3	Altrincham	Altrincham Association Football Club Limited	176333
1	Annfield Plain	Annfield Plain Association Football Club	Unincorporated
7	Arsenal	The Arsenal Football Club Public Limited Company	109244
1	Ashington	Ashington Community Football Club Limited	06625882
4	Aston Villa	Aston Villa FC Limited	2502822
7	Aveley	Aveley Football Club Limited	8943550
4	Banbury United	Banbury United Community Football Club Limited	RS007135
9	Barnet	Barnet Football Club Limited	1239681
5	Barnsley	The Barnsley Football Club 2002 Limited	4573250
6	Basford United	Basford United Football Club Limited	1583574
9	Basingstoke Town	Basingstoke Town Limited	4259233
8	Bath City	Bath City Football Club Limited	176565
6	Bedford Town	Bedford Town Football Club Limited	4098641
8	Bideford	Bideford AFC (1987) Limited	2113750
7	Billericay Town	Billericay Town Football Club Limited	4172587
1	Billingham Synthonia	Billingham Synthonia Football Club	Unincorporated
4	Birmingham City	Birmingham City Football Club Plc	27318
1	Bishop Auckland	Bishop Auckland Football Club Limited	3373384
9	Bishop's Stortford	Bishop's Stortford Football Club Limited	2489097
2	Blackburn Rovers	The Blackburn Rovers Football and Athletic Plc	53482
2	Blackpool	The Blackpool Football Club Limited	48409

## CLUBS IN FULL AND ASSOCIATE MEMBERSHIP

	Club Playing Name	Entity Name	Company No.
1	Blyth Spartans	Blyth Spartans Association Football Club Limited	409564
10	Bognor Regis Town	Bognor Regis Town Football Club	Unincorporated
2	Bolton Wanderers	The Bolton Wanderers Football and Athletic Company Limited	43026
9	Boreham Wood	Boreham Wood Football Club Limited	2533129
5	Bradford City	Bradford City Football Club Limited	5102915
7	Braintree Town	Braintree Town Football Club Limited	2050949
7	Brentford	Brentford FC Limited	3642327
10	Brighton & Hove	The Brighton & Hove Albion Football Club Limited	81077
8	Bristol City	Bristol City Football Club Limited	3230871
8	Bristol Rovers	Bristol Rovers Football Club Limited	51828
10	Bromley	Bromley F. C. (95) Limited	3060560
2	Burnley	The Burnley Football and Athletic Company Limited	54222
4	Burton Albion	The Albion Football Club (Burton on Trent) Limited	488096
2	Bury	Bury Football Club Company Limited	53268
5	Buxton	Buxton Football Club Limited	2823127
7	Cambridge City	Cambridge City Football Club Limited	1128850
7	Cambridge United	Cambridge United Football Club Limited	482197
2	Carlisle United	Carlisle United Association Football Club (1921) Limited	175280
6	Carlton Town	Carlton Town Football Club	Unincorporated
10	Charlton Athletic	Charlton Athletic Football Company Limited	1788466
7	Chelmsford City	Chelmsford City Football Club Limited	10818922
7	Chelsea	Chelsea Football Club Limited	1965149
8	Cheltenham Town	Cheltenham Town Association Football Club	324807
9	Chesham United	Chesham United Association Football Club Limited	1017530
5	Chesterfield	CFC 2001 Ltd	4273743
2	Chorley	Chorley Football Club Limited	2959001
9	Civil Service	Civil Service Football Club	Unincorporated
7	Colchester United	Colchester United Football Club Limited	2705301

## CLUBS IN FULL AND ASSOCIATE MEMBERSHIP

Club Playing Name	Entity Name	Company No.	
1	Consett	Consett Association Football Club	Unincorporated
6	Corby Town	Corby Town Football Club (1993) Limited	2779837
10	Corinthian Casuals	Corinthian Casuals Football Club	Unincorporated
3	Crewe Alexandra	The Crewe Alexandra Football Club Company Ltd	62367
1	Crook Town	Crook Town A.F.C.	Unincorporated
10	Croydon	Croydon Football Club Limited	7739066
10	Crystal Palace	CPFC Limited	7270793
7	Dagenham & Redbridge	Dagenham and Redbridge FC 2017 Limited	10755779
10	Dartford	Dartford F. C. (1992) Limited	2768338
5	Derby County	The Derby County Football Club Limited	49139
5	Doncaster Rovers	Doncaster Rovers Football Club Limited	3739676
8	Dorchester Town	Dorchester Town Community Football Club Limited	RS007128
10	Dover Athletic	Dover Athletic Football Club Limited	1747066
2	Droylsden	Droylsden Football Club Limited	1220282
10	Dulwich Hamlet	Dulwich Hamlet Football Club Limited	2840930
8	Eastleigh	Eastleigh Football Club Limited	5488155
10	Ebbsfleet United	Ebbsfleet United Football Club Limited	412018
10	Erith and Belvedere	Erith and Belvedere Football Club Limited	509305
3	Everton	The Everton Football Club Company Limited	36624
8	Exeter City	Exeter City A.F.C. Limited	97808
8	Fareham Town	Fareham Town Football Club Limited	2692347
8	Forest Green Rovers	Forest Green Rovers Football Club Limited	6748691
5	Frickley Athletic	Frickley Athletic Football Club Limited	4932518
7	Fulham	Fulham Football Club Limited	2114486
6	Gainsborough Trinity	Gainsborough Trinity Football Club Limited	1004070
1	Gateshead	Gateshead Football Club Limited	1329847
10	Gillingham	Gillingham Football Club Plc	39175
5	Glossop North End	Glossop North End Association Football Club	2667422

## CLUBS IN FULL AND ASSOCIATE MEMBERSHIP

	Club Playing Name	Entity Name	Company No.
8	Gloucester City	Gloucester City Association Football Club (1980) Limited	1479143
7	Gorleston	Gorleston Football & Social Club	Unincorporated
6	Grantham Town	Grantham Town Football Club Limited	294783
7	Grays Athletic	GAFC 1890 Supporters Society Limited	30744R
7	Great Yarmouth Town	Great Yarmouth Town Football Club	Unincorporated
6	Grimsby Town	Grimsby Town Football Club Plc	34760
9	Harrow Borough	Harrow Borough Football Club Limited	334042
1	Hartlepool United	Hartlepool United Football Club Limited	98191
7	Harwich & Parkeston	Harwich and Parkeston Football Club	Unincorporated
9	Hayes & Yeading	Hayes & Yeading United F.C. Ltd	539373
9	Hemel Hempstead Town	H.H.F.C. Management Services Limited	3419065
9	Hendon	Hendon Football Club (2008) Limited	6732554
9	Hitchin Town	Hitchin Town Football Club Limited	3210431
5	Huddersfield Town	The Huddersfield Town Association Football Club Limited	1771361
5	Hull City	Hull City Tigers Limited	4032392
3	Hyde United	Hyde United Association Football Club Limited	414978
7	Ipswich Town	Ipswich Town Football Club Company Limited	315421
6	Kettering Town	Kettering Town F. C. Management Ltd	2267071
4	Kidderminster	Kidderminster Harriers Football Club Limited	484523
10	Kingstonian	Kingstonian FC Ltd	4480694
10	Leatherhead	Leatherhead Football Club Limited	3067144
5	Leeds United	Leeds United Football Club Limited	6233875
3	Leek Town	Leek Town Football Club Limited	1297305
6	Leicester City	Leicester City Football Club Limited	4593477
7	Leyton Orient	Leyton Orient Football Club Limited	88982
6	Lincoln City	Lincoln City Football Club Company Limited	45611
3	Liverpool	The Liverpool Football Club & Athletic Grounds Limited	35668
7	Lowestoft Town	Lowestoft Town Football Club Limited	08896217

## CLUBS IN FULL AND ASSOCIATE MEMBERSHIP

Club Playing Name	Entity Name	Company No.	
3	Macclesfield Town	Macclesfield Town Football Club Limited	415853
9	Maidenhead United	Maidenhead United FC Ltd	5691046
2	Manchester City	Manchester City Football Club Limited	40946
2	Manchester United	Manchester United Football Club Limited	95489
6	Mansfield Town	Mansfield Town Football Club Limited	181839
6	March Town United	March Town United Football Club Limited	475040
10	Margate	Margate Football Club Limited	1359836
3	Marine	Marine Association Football Club	Unincorporated
9	Marlow	Marlow Football Club Limited	3525157
5	Matlock Town	Matlock Town Football Club	Unincorporated
10	Metropolitan Police	Metropolitan Police Football Club	Unincorporated
1	Middlesbrough	Middlesbrough Football & Athletic Company (1986) Limited	1947851
9	Middlesex Wanderers	Middlesex Wanderers Association Football Club	Unincorporated
7	Millwall	Millwall Football & Athletic Company (1985) PLC	1924222
6	Milton Keynes Dons	Milton Keynes Dons Limited	4787003
2	Morecambe	Morecambe Football Club Limited	224792
3	Mossley	Mossley AFC Limited	2975261
3	Nantwich Town	Nantwich Town Football Club Limited	07328670
1	Newcastle United	The Newcastle United Football Company Limited	31014
6	Northampton Town	The Northampton Town Football Club Limited	183917
7	Norwich City	Norwich City Football Club PLC	154044
6	Nottingham Forest	Nottingham Forest Football Club Limited	1630402
6	Notts County	Notts County Football Club Limited	4789632
2	Oldham Athletic	Oldham Athletic (2004) Association Football Club Limited	4989487
8	Oxford City	Oxford City Football Club (Trading) Limited	3127905
8	Oxford United	Oxford United Football Club Limited	470509
2	Penrith	Penrith Town Football Club	Unincorporated
6	Peterborough United	Peterborough United Football Club Limited	290803

## CLUBS IN FULL AND ASSOCIATE MEMBERSHIP

Club Playing Name		Entity Name	Company No.
8	Plymouth Argyle	Plymouth Argyle Football Company Limited	07796376
9	Polytechnic	Polytechnic Football Club	Unincorporated
8	Poole Town	Poole Town Football Club (1991) Limited	2609998
8	Portsmouth	Portsmouth Community Football Club Limited	07940335
2	Preston North End	Preston North End Football Club Limited	39494
7	Queens Park Rangers	The Queens Park Rangers Football & Athletic Club Limited	60094
9	Reading	The Reading Football Club Limited	53703
10	Redhill	Redhill Football Club	Unincorporated
2	Rochdale	The Rochdale Association Football Club Limited	111019
5	Rotherham United	Rotherham United Football Club (RUFC) Limited	6550400
6	Scunthorpe United	Scunthorpe United Football Club Limited	123622
1	Shankhouse	Shankhouse Football Club	Unincorporated
5	Sheffield	Sheffield F.C. The Oldest Football Club in the World Est. 1857 Ltd	3088676
5	Sheffield United	The Sheffield United Football Club Limited	61564
5	Sheffield Wednesday	Sheffield Wednesday Football Club Limited	2509978
1	Shildon	The Shildon Association Football Club Limited	103858
4	Shrewsbury Town	Shrewsbury Town Football Club PLC	315587
4	Solihull Moors	Solihull Moors Football Club CIC	9196428
8	Southampton	Southampton Football Club Limited	53301
7	Southend United	The Southend United Football Club Limited	89767
3	Southport	Southport Football Club Limited	1486711
1	Spennymoor Town	Spennymoor Town FC Limited	5002706
9	St Albans City	St. Albans City Football and Athletic Club Limited	1922742
4	Stafford Rangers	Stafford Rangers Football Club Limited	168812
10	Staines Town	Staines Town Football Club Ltd	3533349
3	Stalybridge Celtic	The Stalybridge Celtic Football Club Limited	292254
4	Stoke City	Stoke City Football Club Limited	99885

## CLUBS IN FULL AND ASSOCIATE MEMBERSHIP

Club Playing Name	Entity Name	Company No.	
4	Stourbridge	Stourbridge Football Club Limited	07650054
1	Sunderland	The Sunderland Association Football Club Limited	49116
10	Sutton United	Sutton United Football Club Limited	519334
8	Swindon Town	Swindon Town Football Company Limited	53100
7	Tilbury	Tilbury Football Club Limited	3966133
10	Tooting & Mitcham United	Tooting & Mitcham Sports & Leisure Limited	4114467
8	Torquay United	Torquay United Association Football Club Limited	175954
7	Tottenham Hotspur	Tottenham Hotspur Football & Athletic Co. Ltd	57186
1	Tow Law Town	Tow Law Town Football Club	Unincorporated
3	Tranmere Rovers	Tranmere Rovers Football Club Limited	118587
9	Uxbridge	Uxbridge Football Club	Unincorporated
4	Walsall	The Walsall Football Club Limited	171970
9	Watford	The Watford Association Football Club Limited	104194
9	Wealdstone	Wealdstone Football Club (2000) Limited	3953962
1	West Auckland Town	West Auckland Town AFC	Unincorporated
4	West Bromwich	West Bromwich Albion Football Club Limited	3295063
7	West Ham United	West Ham United Football Club Limited	66516
8	Weymouth	Weymouth Football Club Limited	199734
1	Whitby Town	Whitby Town Football Club	Unincorporated
1	Whitley Bay	Whitley Bay Football Club Limited	610374
10	Whitstable Town	Whitstable Town Football Club	Unincorporated
2	Wigan Athletic	Wigan Athletic A. F. C. Limited	270043
1	Willington	Willington Association Football Club	Unincorporated
8	Winchester City	Winchester City Football Club	Unincorporated
9	Wingate & Finchley	Wingate & Finchley Football Development Limited	6014465
3	Winsford United	Winsford United Football Club Limited	435726
6	Wisbech Town	Wisbech Town Football Club Limited	304339
3	Witton Albion	Witton Albion Football Club Limited	881890



## CLUBS IN FULL AND ASSOCIATE MEMBERSHIP

Club Playing Name		Entity Name	Company No.
10	Woking	Woking Football Club Limited	3329172
4	Wolverhampton Wanderers	Wolverhampton Wanderers Football Club (1986) Limited	1989823
4	Worcester City	Worcester City Football Club Limited	232010
2	Workington	Workington Association Football Club Limited	176420
10	Worthing	Worthing Football Club Limited	2729719
9	Wycombe	Wycombe Wanderers Football Club PLC	5132509
8	Yeovil Town	The Yeovil Football & Athletic Club Limited	189754
5	York City	York City Football Club Limited	4689338
5	Yorkshire Amateur	Yorkshire Amateur Association Football Club	Unincorporated

## CLUBS IN FULL AND ASSOCIATE MEMBERSHIP

### CLUBS IN ASSOCIATE MEMBERSHIP

Club Playing Name	Entity Name	Company No.
AFC Bournemouth	AFC Bournemouth Limited	06632170
Alfreton Town	Alfreton Town Football Club Limited	2011224
Anstey Nomads	Anstey Nomads Football Club	Unincorporated
Bamber Bridge	Bamber Bridge Football Club	Unincorporated
Barrow	Barrow Bluebirds Limited	9021088
Barton Rovers	Barton Rovers Football Club	Unincorporated
Boston Town	Boston Phoenix Football Club Limited	2294920
Brackley Town	Pleasure Media Limited	3693143
Bromsgrove Sporting	Bromsgrove Sporting Limited	6997103
Burscough	Burscough Football Club Limited	3998165
Bury Town	Bury Town Football Club (1995) Limited	3072392
Cheshunt	Cheshunt Sports & Leisure Limited	7532736
Chippenham Town	Chippenham Town Football Club Limited	4599480
Congleton Town	Congleton Town Limited	2913903
Coventry City	Otium Entertainment Group Limited	7612487
Crawley Town	Crawley Town Football & Social Club Ltd	3858150
Cray Wanderers	Cray Wanderers Football Club Limited	5228510
Curzon Ashton	Curzon Ashton Football Club Limited	IP 29461R
Deal Town	Deal Town Football Club (2001) Limited	4214651
Desborough Town	Desborough Town Football Club	Unincorporated
Dudley Town	Dudley Town Football Club	Unincorporated
Durham City	Durham City Association Football Club Limited	4483009
Eastbourne Borough	Eastbourne Borough Football Club CIC	06658232
Eastbourne Town	Eastbourne Town Football Club	Unincorporated
Eastbourne United	Eastbourne United Football Club	Unincorporated
Ely City	Ely City Football Club Limited	1938033
Fleetwood Town	Fleetwood Wanderers Limited	3359117
Gosport Borough	Gosport Borough Football Club Limited	9548843
Guisborough Town	Guisborough Town Football Club	Unincorporated
Guisley	Guisley Association Football Club Limited	2629783
Halesowen Town	Halesowen Town Football Club (1873) Limited	07012137

## CLUBS IN FULL AND ASSOCIATE MEMBERSHIP

Club Playing Name	Entity Name	Company No.
Hampton & Richmond Borough	Hampton and Richmond Borough Football Club Limited	3399857
Harrogate Town	Harrogate Town AFC Limited	2523873
Hearon Town	H.T.F.C. (1986) Limited	2049395
Hednesford Town	Hednesford Town FC Limited	5797992
Hertford Town	Hertford Town Football Club	Unincorporated
Heybridge Swifts	Heybridge Swifts Football Club	Unincorporated
Histon	Histon Football Club Limited	05694326
Hoddesdon Town	Hoddesdon Town Football Club	Unincorporated
Holbeach United	Holbeach United Football Club	Unincorporated
Hornchurch	Hornchurch Football Club (2005) Limited	5438297
Horsham	Horsham Football Club Limited	1494925
Kendal Town	Kendal Town Football Club	Unincorporated
Leamington	Leamington Football Club Limited	1756713
Leiston	Leiston Football Club	Unincorporated
Lincoln United	Lincoln United Football Club	Unincorporated
Luton Town	Luton Town Football Club 2020 Limited	6133975
Maidstone United	Maidstone United Football Club Limited	03720814
Mangotsfield United	Mangotsfield United Football Club Limited	4135426
Newport IW	Newport (IW) Football Club Limited	3454393
Rugby Town	Valley Sports Rugby Association Football Club Limited	2843062
Salisbury	Salisbury FC Limited	09342954
Skegness Town	Skegness Town Association Football Club	Unincorporated
Spalding United	Spalding United Football Club Limited	3444686
Stamford	Stamford Association Football Club Limited	453270
Sutton Coldfield Town	Sutton Coldfield Town Football Club Limited	9080147
Swanage Town & Herston	Swanage Town & Herston Football Club	Unincorporated
Taunton Town	Taunton Town Football Club Limited	1582031
Ware	Ware Football Club	Unincorporated
Welling United	Welling United Football Club CIC	8055420
Welton Rovers	Welton Rovers Football Club Limited	866849
Wembley	Wembley Football Club Limited	2530452
Worksop Town	Worksop Town FC Limited	6188484





**FOR ALL**

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