

MEMBERSHIP RULES OF ESSEX COUNTY FOOTBALL ASSOCIATION LIMITED (“the Association”)

1. Qualification for Membership - Clubs - Schools - Competitions

- (a) All Associations' Competitions and Clubs playing according to the Laws of the Game, and the Rules and Regulations of The Football Association, and having their Grounds or Headquarters within the County, shall be eligible for membership, subject to the approval of the Council, who shall have power to decide in which category, Premier League, Football League, National League System, Junior, Veterans, Women, Youth, Girls or Schools, a Club/School shall be registered.

Youth/Girls Status

To qualify for youth/girls status all Players of a Club will have not reached the age of 18 years before 31 August of the current Season.

Players under the age of 11 as of midnight on 31 August of the Season in question must play in affiliated Small Side football as sanctioned by the Association.

From season 2017-2018, any individual identified as a Manager or Coach of a Youth/Girls Team can only be connected with a maximum of 2 Youth/Girls teams for the period of the season, except in the Under 7 age group, where an individual may be connected with a maximum of 4 teams. This may be reviewed from time to time by Council.

Mixed Football

As per FA Rule C4 (A) (v) A child in the age groups Under 7 to Under 18 inclusive may play in a match involving boys and girls.

All Clubs, upon application for affiliation to the Association, and at any time thereafter when so required, shall satisfy the Council that they are properly constituted. A Competition shall be eligible for membership when all Clubs connected with it are affiliated to an Association recognised by The Football Association and the Competition itself has received Official Sanction. A Competition requires the Sanction of the Association to increase its Membership beyond 44 Clubs.

Public Liability and Personal Accident

All Clubs, and Sanctioned Leagues, affiliated to Essex County Football Association shall carry Public Liability and Personal Accident insurance cover at a minimum liability/criteria as determined from time to time by Council. This excludes clubs in membership of the FA Premier League and the Football League.

- (b) New Clubs and Competitions seeking affiliation must submit a copy of their rules for approval by the Association. Any subsequent amendment to those rules will require the Association's approval.

2. Clubs and Competitions

Annual Return

Each Club and Competition shall, by 1 July each year, or upon application for affiliation, forward its name, the date when formed, the name and address of the Secretary and the situation of its ground and Headquarters to the Association.

Records to be Kept

All Clubs and Competitions, Members of the Association, shall keep a Minute Book of their meetings, showing the election of all Playing and other Members and the date of their election and must have a Bank or Building Society Account in the name of the Club or Competition.

A Club or Competition 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.

A copy of any financial statements shall, on demand be forwarded to the Association. Accountancy records must be retained for six seasons.

All communications to Member Clubs and Competitions shall be deemed properly sent if addressed to the Club or Competition at the address last registered with the Association.

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.

Each Competition shall submit a list of its Clubs, and a copy of its Rules for Sanction, on or before 31 July each year, and may not proceed until such sanction is obtained. Renewal of Sanction shall not be granted until the audited balance sheet and vouchers of the previous Season's competition have been received and approved by the Council.

A Club may not join another League until it has fulfilled its financial and other obligations to its present League, and/or to constituent Member Clubs.

A Competition may not afford Membership to a Club without first ensuring that such Club has fulfilled its financial and other obligations to its previous Competition and/or constituent Clubs.

A Club is not permitted to change its name without the permission of the Council and then only between Seasons.

Advertising on Players' wearing apparel is permitted provided such advertising is approved by the Council.

3. Passes

Each Member of the Council, Vice Presidents, and Life Members shall be furnished with a pass (which shall not be transferable), and all Clubs belonging to the Association shall admit the holder to their grounds and stands upon production of such pass, without requiring any other authority.

4. Alterations to Rules

The Association may alter these Rules in accordance with Article 6 of the Articles of Association.

5. The Playing Season

- (a) The Council of The Football 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 FA 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;
- (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 FA 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 approved by The 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.

(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) **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.

(f) **Special Provisions**

- (i) The Association may grant special permission for Competition and other matches to be played preceding the dates fixed by The Football 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 this Rule, the Association shall determine the dates on which "County Cup" matches shall be played.

6. Sanctioning of Matches

(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.

(b) **Matches with Foreign Associations, Leagues and Clubs**

Affiliated Associations, Competitions or Clubs wishing to play a match or series of matches against members of another national association must apply on the prescribed forms to The Association at least 60 days before the date of the intended match or the first of a series of matches.

Proceeds of Matches or Competitions

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.

Scratch Teams

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.

(c) **Consumption of Alcohol**

Each Club shall ensure the consumption of alcohol is not permitted outside of the Clubhouse and that; glasses or glass bottles of any kind and/or tins of alcoholic drink are not brought onto the ground, when a match or matches are being played.

(d) **Football and Religious Observance**

(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.

7. Penalty for Non-fulfilment of Club Fixture

A Club desirous of cancelling an inter-Club (“friendly”) fixture shall give written notice to its opponents, together with the reason for cancellation, such notice to reach the Secretary of the Club not later than 12 noon four days immediately preceding the date of the match, failing which the defaulting Club shall be ordered to pay to the funds of the opposing Club, within three days, such sum as the Council may determine. All Complaints relating to non-fulfilment of a match or claim under guarantee, must be made in accordance with Rule 13.

8. Charity Associations, Benefit Competitions and Charity Matches

(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.

- (c) Competitions and Clubs desirous of paying for medical attendance upon injured Players, making presentations to Players, playing Scratch and Benefit Matches or pre-Season matches or taking Box Collections on Grounds for any object (except Club funds) must make applications on Form N, giving full particulars of the proposed presentation match etc to the Chief Executive of the Association, and shall forward to him within fourteen (14) days an audited balance sheet and vouchers of the match, together with the receipt from the Beneficiary, etc.

9. Players with Written Contracts

The provision of The Football Association's Rules and Regulations regarding Players with Written Contracts shall apply and the Association shall be empowered to deal with any breach of those Rules.

10. Players Without Written Contracts

The provisions of The Football Association's Rules and Regulations regarding Players without Written Contracts shall apply and the Association shall be empowered to deal with any breach of those Rules.

11. Responsibility of Clubs and Individuals, Misconduct by Members

Every Club and Competition is responsible for the administrative efficiency of its organisation and must at all times give prompt attention to the correspondence of the Association and must comply with all orders and instructions of the Association. In the event of the failure to comply with this rule to the satisfaction of the Council the Club and any official or Officials responsible may be deemed to have committed a misdemeanour and may be dealt with in such a manner as may be deemed appropriate by the Council.

All Council Members and other individuals elected in accordance with the Articles shall agree to comply with the relevant ECFA Code of Conduct and Safeguarding Procedures. In the event of the failure to comply with this rule to the satisfaction of the Association the individual may be deemed to have committed a misdemeanour and may be dealt with in such a manner as may be deemed appropriate by the Association.

The Memorandum of Procedures Parts 1 and 2, for dealing with Field Offences committed by Players of Club dealt with by the County Association shall form part of these Rules.

12. Players selected by the Association **Inter-Affiliated Association Matches**

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.

Where a Player has been selected by the Association for a Representative Match, no Club affiliated to the Association shall permit that Player to play for them on the date of the match or 48 hours preceding the Representative Match.

Any Club or Player in breach of this rule may be charged with misconduct and dealt with accordingly by the Association.

All Leagues/Competitions must allow a Club which has two or more Players selected by the Association to postpone its league or cup fixture scheduled for that day.

13. Claims, Complaints and Representation

A claim or complaint by a Competition, Club or individual, against another or against an official, shall not be entertained unless made in writing within fourteen (14) days of the occurrence (or in exceptional circumstances fourteen (14) days of the date on which the complaining party could be reasonably expected to have first become aware of the cause of complaint), and sent to the Essex County FA, The County Office, Springfield Lyons Approach, Chelmsford, CM2 5LB accompanied by a fee of £35, which may be forfeited if the complaint be not sustained. The Council shall have power to order any parties to a complaint or protest, be they complainants or respondents, to pay all or part of any expenses incurred relating to the complaint including the costs of any enquiries or hearings that may have been necessary. A person who is not a Member of a Competition or Club may not represent any party concerned at the hearing of an Appeal, Complaint, Claim or Enquiry, nor may a barrister or solicitor unless he was a Member at the time of the offence, except with the prior written consent of the Association. A person summoned to attend a Personal Hearing or at a Hearing of an Appeal, Complaint, Claim or Enquiry must attend personally.

14. Right of Appeal: Payment of Fines

- (a) All Determinations and Decisions arrived at, Resolutions passed, Penalties imposed, or Arbitraments made by the ECFA, its Council or Committees, by virtue of these Rules, shall be final and conclusive, save and except in those cases in which an Appeal is made in conformity with the following conditions:
- (b) An Appeal may be made against a decision of the Council or of a Committee or Commission expressly appointed with full powers of the Council, only to The Football Association in accordance with FA Rule H and must be lodged directly with that Association within 14 days of notification of the Decision, accompanied by a fee of £50 the operation of decision/s under Appeal shall not be suspended pending the Hearing of the Appeal unless the Appellant has submitted a written application for the setting aside of the decision/s and The Football Association and the Council so agree. In the event of the Appeal being successful, the Appeal Fee shall be returned to the Appellant. Such Appeals shall not be withdrawn except by leave of the Council or the Appeals Board appointed. An Appeal against a Decision of the Joint Commission of this and another Association may similarly be made only to The Football Association in accordance with FA Rule H.
- (c) The settlement of all financial matters, including the payment of penalties imposed, must, in all cases, unless otherwise ordered, be made within fourteen (14) days of written notice being sent.
- (d) A Club or individual affected by a decision of a League or Competition sanctioned by the Association may lodge an Appeal to the Association in accordance with that League's or Competition's Rule governing Appeals. The Appeal fee of £35 must accompany the Appeal application. The Appeal shall set out the reason(s) for the Appeal in full and a copy must be sent to the League or Competition concerned. Appeals shall be permitted only under the Rules of the respective Associations or Competitions and on one or more of the following grounds:
 - (i) The Association, Affiliated Association or Competition failed to give the Appellant a fair hearing;
 - (ii) The Association, Affiliated Association or Competition acted unconstitutionally;

- (iii) The Association, Affiliated Association or Competition came to a decision which it should not have come to on the facts of the case;
 - (iv) Against the penalty imposed and/or amount of compensation awarded.
- (e) In lodging an Appeal an Appellant shall state in writing full reasons for the Appeal, and specify on which one or more of the above clauses (e) (i)-(iv) the Appeal is based. An Appeals Board shall adjudicate only on the clause or clauses specified. Such an Appeal shall be heard by three Members of the Council appointed by the Council, and shall not be conducted as a re-hearing of the case. The Appeal may not be withdrawn except by leave of the Council or the Appeals Board and neither shall the operation of the League or Competition's decision be suspended unless a written application is submitted requesting such action, and the Council accepts such request. The Appeal shall be dealt with on the documentary evidence unless a Personal Hearing is requested by one or both parties to the Appeal. At an Appeal Hearing, the complaining party shall state its case, and subsequently the League or Competition through its representative shall give evidence to support its decision and the Board shall then adjudicate on whether to uphold or reject the Appeal, to vary the decision, to order the Appeal fee to be forfeited, or to be returned in full or in part if the Appeal is lost; to make an order that the costs are borne by one or other of the parties, or shared, or that no costs be charged. The decision of the Appeals Board shall be final and binding on both parties.

15. Operatives, Works and Small-side Competitions

- (a) Works and Inter-Departmental Competitions, limited to employees of a Works or Firm and not constituted of regularly and properly formed Clubs affiliated to the Association as separate units but comprising shift, workshop or similarly organised teams within the compass of one Firm or Works, may be admitted to membership of the Association (without voting powers or other rights). No affiliated Club shall organise such Works or Inter-Departmental Competition without first applying for membership of the Association and having their Rules sanctioned and the affiliation fee paid.
- (b) Inter League Competitions. Approval of the Rules and Sanction is required together with an affiliation fee.
- (c) Small-side Competitions.
- (i) Class (a) Leagues and Competitions operating over more than a day. Approval of the Rules and an affiliation fee is required to be paid before such Competitions are sanctioned. All Clubs in a Class (a) Competition, if not already affiliated, are required to pay an affiliation fee.
 - (ii) Class (b) Single matches and one day Competitions, Approval of the Rules and payment of an affiliation fee is required before Sanction is granted. Clubs are not required to affiliate and the Sanctioning of the match or Competition shall automatically accord the Club and/or Competition the Status of an Affiliated body, and to the participating Players the Status of affiliated Players for the Club for which they play.
- (d) Small-side Leagues and Competitions
These shall have neither Full Membership nor voting powers, but are given the protection of Rule 14 (Right of Appeal). Class (a) Competitions are continuous or regular Competitions. Class (b) Competitions are one day Competitions such as Fêtes, Sports Festivals, etc.

16. Football Association Rules

The Rules, Regulations and Standing Orders of The Football Association shall govern any contingency or points that may arise which are not provided for by these Rules.